

Requisition

Req # 00135344

PO #

Date: 07/02/08

*Consent
10047
7/15/08*

Bill To: x
x

Vendor: 27057
TOSHIBA BUSINESS SOLUTIONS
10231 KOTZEBUE
SAN ANTONIO TX 78217

Ship To: HIDALGO CO. PCT 3
724 N. Breyfogle
MISSION TX 78574

Contact:

Contract No:

Special Instructions:
Req#1060

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1		DO NOT DUPLICATE ORDER GMA Maintenance Agreement for 1 year 06-1-08 thru 6-1-09 for Copier eStudio 351C ID # 36721 Account No _____	726.00	726.00
			<u>Encumbrance</u>	
			Freight	.00
			Total	726.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

PREMIUM PLUS MAINTENANCE AGREEMENT

TOSHIBA

BUSINESS SOLUTIONS
Texas

10231 Kotzebue | San Antonio, TX 78217 | Phone: 210 357 2600 | Fax: 210 357 2630

Req # 135344

Sales Representative: _____ Renewal _____

CONTRACT NUMBER	344895-001
EFFECTIVE DATE	6/1/2008

CUSTOMER INFORMATION

Customer Name	Hidalgo County	Bill to Number:	514041/3	Customer Name	Hidalgo County	Ship to Number	345671
Attention	Norma Ceballos			Attention:	Norma Ceballos		
Address	724 North Breyfogle	City, State	Mission, TX	Address	724 North Breyfogle	City, State/Zip:	Mission, TX 78574
Address 2		Ext		Address 2		Ext	
Phone #		Fax #		Phone #		Fax #	
Email	norma.cevallos@co.hidalgo.tx.us			Email	norma.cevallos@co.hidalgo.tx.us		

Select One: This contract will begin on the date of Equipment installation. This contract will begin after a _____ day warranty period.

EQUIPMENT COVERED BY THIS CONTRACT (Attach list if necessary)

Main Unit ID #	Main Unit Model #	Main Unit Serial #	Meter Read (Beginning)	Service Included in Lease	Term of Lease (# of Months)
1	36721	eStudio 351C	CEB617405	Black: 113,169 Color: 4,280	n/a
2				<input type="checkbox"/> Yes <input type="checkbox"/> No	
3				<input type="checkbox"/> Yes <input type="checkbox"/> No	
4				<input type="checkbox"/> Yes <input type="checkbox"/> No	

SUPPLY INCLUSIVE ITEMS

	Cartridge	Drum	Staples	Toner	Other (Please Specify)
1	n/a	Yes	n/a	Yes	Developer
2					
3					
4					

TRANSACTION TERMS

This contract will bill a minimum charge of \$ **726.00** every - SELECT ONE.

The contract includes **60,000** BLACK copies / prints every: Month Quarter Year

An overage charge of \$ **0.0121** will be charged for EACH excess BLACK copy / print. Month Quarter Year

The contract includes **0** COLOR copies / prints every: Month Quarter Year

An overage charge of \$ **0.1130** will be charged for EACH excess COLOR copy / print.

Comments: _____

PREMIUM PLUS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

For maintaining the functionality of the base copier/fax equipment, Toshiba agrees to perform maintenance service in accordance with the following terms and conditions:

- 1) Toshiba will furnish all parts and labor for repairs and maintenance necessitated by normal usage of the walk-up copying/faxing function of the serialized equipment during normal business hours of 8:00 AM to 5:00 PM Monday through Friday, exclusive of holidays. Standard overtime rates of \$185 per hour with a 2-hour minimum apply for all other times.
- 2) The term of this agreement will be for 1 (one) year or the designated number of copies. If this is a Designated Number of Copies billing option this contract may expire before the end of one year. This agreement will automatically renew at the end of the term and thereafter at the then prevailing rates, or as otherwise stated or agreed, unless cancelled by either party by providing written notice at least 30 days prior to the expiration date.
- 3) This agreement does NOT cover:
 - a. Service necessitated by the malfunction of Non-Original Manufacture's Equipment parts, supplies, attachments, or supplies not authorized by Toshiba
 - b. Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents.
 - c. Exterior hardware including: doors, covers, hinges, operational panel, stands, wheels castors, work tables, exit trays, document lids, ADF covers, staplers, paper cassettes, sheet by-pass, instruction manuals, drivers, etc. which may become broken, lost, or damaged.
 - d. Extensor or add-on copy counting or monitoring devices.
 - e. Major in-shop rebuilding for machines that have exceeded their manufacturer recommend life.
 - f. Circuit board failures unless an UL 1449 or Toshiba approved surge protection device is installed inline with the listed equipment.
 - g. Replacement or repair of any network devices not directly involved with the walk-up copying process. (i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, mouse, monitors, keyboard, networking harnessing or cards.) A separate service agreement may be purchased for the items listed in 3) g.
- 4) Customer agrees to:
 - a. Provide suitable electrical service and maintain proper environmental conditions.
 - b. Pay for the special servicing that may be required to prepare the equipment for the movement or to reinstall and adjust after a movement.
 - c. Provide Toshiba with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
 - d. Pay additional n/a cents per scan, when scans exceed agreement minimum or actual print usage.
 - e. Pay for freight and special shipping charges when requesting parts and/or supplies.
 - f. Pay for any charges outside the scope of this Premium Plus Agreement.
- 5) The consumption of supplies provided in inclusive contracts, including toner or developer, exceeding 10% of the normal volume yield rate shall be chargeable at normal supply rates less a 15% discount.
- 6) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or Toshiba technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.
- 7) Toshiba is not responsible for delays or service due to manufacturers' non-availability of parts or supplies necessary to complete such service as described in this agreement. Customer agrees to pay for any freight or special shipping charges when Customer requests emergency requisition of parts or supplies.
- 8) This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment. Toshiba may apply any unused portion of the annual maintenance charges toward future purchases with Toshiba.
- 9) Toshiba may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement, or acquires a past-due balance for services rendered, products sold or unpaid meter billings of more than 30 days from date of invoice. Past due balances will be assessed a 10% late fee.
- 10) This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force or acts of nature, and any loss or damage occurring from uncontrollable circumstances. Services performed under these conditions will be chargeable outside of this agreement.
- 11) Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth in writing herein have been made or have been relied in the making of this agreement.

ACCEPTANCE (Must be signed by Director of Service Operations or an authorized Service Contract representative to be a valid contract.)

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Click Charges for the term of this Contract. When this Contract is signed by Customer and Toshiba, it shall constitute a binding contract and is non-cancelable.

Toshiba Business Solutions Texas

Name _____ (Please Print Name) Title _____ Signature: _____ (Authorized Representative)	Company Name: Hidalgo County Name <input checked="" type="checkbox"/> _____ (Please Print Name) Title <input checked="" type="checkbox"/> _____ Signature* <input checked="" type="checkbox"/> _____ (Authorized Representative)
Date: _____ Date: _____	Date: <input checked="" type="checkbox"/> _____ Date: <input checked="" type="checkbox"/> _____

**This contract is not valid without an authorized signature.*

**Requisition
W.I.C. PROGRAM**

Req # 00135499

PO #

Date: 07/03/08

Bill To: x
x

Vendor : 223751
IKON OFFICE SOLUTIONS, INC.
P.O. BOX 660342
DALLAS TX 75266-0342
FAX (478)471-2311

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: MGONZALEZ
956-381-4646

Contract No:

Special Instructions:
APPROVAL FROM STATE 6/9/08

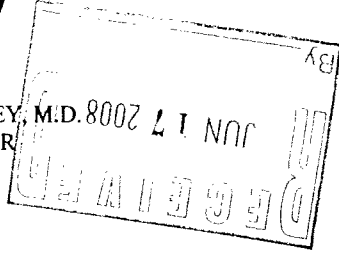
QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
3	EACH	DO NOT DUPLICATE ORDER LEASE FOR CANON IMAGE RUNNER C34801 COLOR COPIER, 34 PAGES PER UNIT DIGITAL COPIER, AUTOMATIC DOCUMENT FEEDER , CASSETTE FEEDING LUNIT, FINISHER Y 1 PUNCHER UNIT , ESP POWER FILTER, . LEASE IS FOR 36 MONTHS TERM AT 405.00 PER MONTH, 7500 COPIES PER MONTH. <u>Account No</u> 8-1292-441-00-350-001-8-780	405.00	1,215.00
			<u>Encumbrance</u>	
			1,215.00	
			Freight	.00
			Total	1,215.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D. 8007 L I NOR
COMMISSIONER



1100 W. 49th Street • Austin, Texas 78756
1-888-963-7111 • <http://www.dshs.state.tx.us>
TDD: 512-458-7708

June 9, 2008

Norma L. Longoria, WIC Director
LA#12, Hidalgo County Health Dept
WIC Administrative Office
3105 West University Drive
Edinburg, Texas 78539

Dear Ms. Longoria:

Approval is granted for the Hidalgo County Health Dept., WIC Local Agency #12, to lease a Canon Image Runner C34801 color copier from Ikon Office Solutions. The lease term is for 36 months and should not exceed \$ 405.00 per month plus charges for any copies in excess of 7500 copies per month.

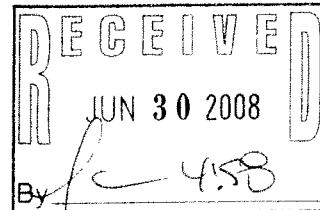
This approval is granted with the stipulation that sufficient administrative funds are available. Please maintain all proper documentation for purposes of an audit or fiscal monitoring review.

If you have any questions or require additional information, please contact Bobby Jones, Contract Development and Support Branch, at (512) 458-7111 extension 3285.

Sincerely,

for Mike Montgomery, Section Director
Nutrition Services Section

BJ



Financials - IKON Equipment Solution (April 29, 2008)

PROPOSED IKON Print Solution for Hidalgo County WIC Program

Canon imageRUNNER C3480i COLOR COPIER

- 34 pages per minute Digital Copier Printer
- Automatic Document Feeder
- Cassette Feeding Unit
- Finisher Y1
- Puncher Unit
- ESP Power Filter

Full Service Maintenance (includes installation, parts, labor and supplies - excludes paper)

36 mo. Lease Term (same monthly for FMV lease and IMP (operating lease)

IR 3480i as configured

above.....= \$405.00

Maintenance - 7,500 Black & White copies included monthly

Color copies at \$.064 per copy

Cash Sale

IR 3480i as configured

above.....= \$10,839.00

Maintenance - Black & White copies at \$.01 per copy

Color copies at \$.064 per copy

Minimum monthly service base to apply

Pricing is from TASB (Texas Association of School Boards) registration #20766-14916 dated 8.5.2007 to 8.4.2008.





Document Efficiency
At Work.™

STATE AND LOCAL GOVERNMENT
Product Schedule
Image Management Plus

Product Schedule Number: _____

State and Local Government _____

Master Agreement Number: _____

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and _____, as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

Hidalgo, County of				Hidalgo County WIC Program			
Customer (Bill to) 3105 W. University Drive				Product Location 3105 W. University Drive			
Address Edinburg	Hidalgo	TX	78539	Address Edinburg	Hidalgo	TX	78539
City	County	State	Zip	City	County	State	Zip
Customer Contact Name: Margarita Gonzalez			Customer Telephone Number: (956) 381-4646			Fax Number/E-mail Address: mague.gonzalez@wic.co.hidalgo.tx.us	

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	Canon IR 3480i		

PAYMENT SCHEDULE

Minimum Term (mos.) 36	Cost Per Image \$ _____	Cost of Additional Images \$ <u>01 wk / 064 cr</u>	Guaranteed Minimum Monthly/Quarterly/Other Images 7500	Meter Reading/Billing For Additional Images <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
Minimum Payment Without Tax \$405	Payment Due <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other		Advance Payment (with tax) \$ _____ <input type="checkbox"/> Apply to 1 st Payment <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____
Addendum(s) Attached: Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form.
- You, the undersigned Customer, have applied to us to use the above-described items ("Products") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product(s) on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly/Quarterly/Other Images. If you use more than the Guaranteed Minimum Monthly/Quarterly/Other Images in any monthly/quarterly/other period, as applicable, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than 20% over the manufacturer's recommended specifications for supplies, you agree to pay reasonable charges for those excess supplies. The meter reading frequency is the period of time (monthly, quarterly, semi-annually or annually) for which the number of images used will be reconciled. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
- Additional Provisions (if any) are: _____

CUSTOMER

X _____ Title: _____ Date: _____
Authorized Signer

(Authorized Signer's printed name)

IKON OFFICE SOLUTIONS, INC.

X _____ Title: _____ Date: _____
Authorized Signer

(Authorized Signer's printed name)

Image Management Plus Commitments

The below performance commitments (collectively, the "Guarantees") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The words "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Guarantees. The Guarantees are only applicable to the equipment ("Products") described in the Schedule to which these Guarantees are attached, excluding facsimile machines. The Guarantees are effective on the date the Products are accepted by you and apply during IKON's normal business hours, excluding weekends and IKON-recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Cost Per Image and the Cost of Additional Images, as described on the Schedule, are guaranteed against any price increase during the term of the Schedule, unless agreed to in writing and signed by both parties.

SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during normal business hours, excluding weekends and IKON-recognized holidays. Performance issues relating to software and/or connectivity are independent of these Guarantees and may be covered, if applicable, as outlined in any software/connectivity professional services agreement you may separately enter into with IKON. IKON will also provide the supplies required to produce images on the Products covered under the Schedule (other than non-metered Products and soft-metered Products) ~~including~~ staples. The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

GUARANTEED RESPONSE TIME

IKON guarantees a quarterly average response time of 2 to 6 hours for all service calls located within a 30 mile radius of any IKON office, and 4 to 8 hours for service calls located within a 31-60 mile radius for the term of the Schedule. (In the case of Canon iR 110 machines, the quarterly average response time will be 2 hours for all service calls.) Response time is measured in aggregate for all Products covered by the Schedule. If this response time guarantee is not met, a credit equal to \$100 toward your next purchase from IKON will be made available upon your request. Credit requests must be made in writing via registered letter to the address specified in the "Correspondence" section.

UPTIME PERFORMANCE GUARANTEE

IKON will service the Products provided under the Schedule to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during normal business hours, excluding weekends and IKON-recognized holidays), excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON. You agree to make the Products available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs.

IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Schedule to which these Guarantees relate, IKON will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, IKON will present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images require a new Schedule that must be agreed to and signed by both parties. The new Schedule may not be less than the remaining term of the existing Schedule but may be extended for a term equal to that of the original Schedule. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of

equipment may result in a higher or lower cost per image and payment. Image decreases are limited to 25% of the original Guaranteed Minimum Images.

UPGRADE GUARANTEE

At any time after the expiration of one-half of the original term of the Schedule to which these Guarantees relate, you may reconfigure the Products by adding, exchanging, or upgrading to an item of Products with additional features or enhanced technology. A new Schedule of like original term must be agreed to and signed by you and us. The Image Management Cost Per Image, the Cost of Additional Images and the Minimum Payment of the new Schedule will be based on the Products, the added equipment and new image volume commitment.

PERFORMANCE COMMITMENT

IKON is committed to performing these Guarantees and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Guarantee and in the unlikely event that IKON is not able to repair the Products in your office, IKON, at IKON's election, will either provide a temporary loaner while the Products are being repaired at IKON's service center, or IKON will replace such Products with comparable Products of equal or greater capability at no additional charge. If you are dissatisfied with IKON's performance, please send a registered letter outlining your concerns to the address specified below in the "Correspondence" section. Please allow 30 days for resolution.

CORRESPONDENCE

Please send all correspondence relating to the Guarantees via registered letter to the IKON Quality Assurance Department located at: 1738 Bass Road, Macon, GA 31210 Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Guarantees with your local IKON office.

MISCELLANEOUS

These Guarantees do not cover repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Guarantees represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Guarantees not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment." Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. These Guarantees shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Guarantees are not assignable by the Customer. You acknowledge and agree that, in connection with its performance of its obligations under these Guarantees, IKON may place automated meter reading units on imaging devices, including but not limited to the Products, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

"including"

X _____
 ↑
 Please Initial