

Requisition

Req # 00158549

PO #

Date: 07/09/09

Consent
16803
8/11/09

Bill To: x
 x

Vendor: 243353
IKON OFFICE SOLUTIONS
809A SAVANNAH AVE #311
MCALLEN TX 78503-3003

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: TERRY TRUJILLO
956-318-2570

Contract No: BUYBOARD

Special Instructions:
REQ # 106

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		LEASE TABS BUYBOARD PRICING DO NOT DUPLICATE ORDER		
5.00	MONTH	LEASING OF 2 RICOH MP 6001 COPIERS	295.00	1,475.00
5.00	MONTH	FINISHER SR842 X 2	114.00	570.00
5.00	MONTH	2/3 HOLE PUNCH KIT TYPE 1075 X 2	18.00	90.00
5.00	EACH	PRINTER/SCANNER UNIT TYE 8000 X 2	36.00	180.00
5.00	MONTH	RT43 X 2	42.00	210.00
5.00	MONTH	DIGITAL QC 120/20 NETWORK X 2	4.00	20.00
5.00	MONTH	SEG 4 (41-69 PPM) X 2	16.00	80.00
5.00	MONTH	RICOH BASIC SCAN (SCAN TO FOLDER/EMAIL) X 2	22.00	110.00
5.00	MONTH	20,000 B/W COPIES INCLUDED PER MO. - SERVICE .006 B/W OVERAGE (FIXED)	288.00	1,440.00
		<u>Account No</u> _____	<u>Encumbrance</u>	
			Freight	.00
			Total	4,175.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Capital Lease Versus Operating Lease Test

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

Lease / Property Schedule No.	Asset Module Asset ID No.	Lease Term Commence Date	Description	Monthly Payment Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
sample Human S	TCPN	11/23/2007	WC 7132 Copier-Printer		N	N	39	60	\$6,495	\$5,279	Capital Lease
DA/Adm.	TCPN	1/13/2009	WC 5645 PRINTER	\$467.68	N	N	39	60	18,240	18,247	Capital Lease
DA/Misdea	TCPN	3/3/2009	WCM201 22PPM CO/PR/S	\$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Civil	TCPN	3/3/2009	WCM201 22PPM CO/PR/S	\$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Hot Ck	TCPN	3/3/2009	WCM201 22PPM CO/PR/S	\$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Fel. 1	TCPN	3/3/2009	WCM201 22PPM CO/PR/S	\$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Appeals	TCPN	3/3/2009	WCM201 22PPM CO/PR/S	\$69.67	N	N	60	60	4,180	29,261	Capital Lease
Fire Marsha	TCPN	3/9/2009	WCM201 22PPM CO/PR/S	\$69.67	N	N	60	60	4,180	29,261	Capital Lease
ROW	TCPN	3/24/2009	WC7328 PRINTER	\$256.16	N	N	48	60	12,296	12,100	Capital Lease
Aux. Ctl.	TCPN	5/26/2009	W7655P COPIER/PRINTER	\$775.31	N	N	48	60	37,215	37,241	Capital Lease
Pct. 2 Adm.	TCPN	5/26/2009	WC4260S PRINTER	\$195.15	N	N	39	60	7,611	8,726	Operating Lease
Pct. 2 CRC	TCPN	5/26/2009	W5030PH PRINTER	\$198.20	N	N	39	60	7,730	16,170	Operating Lease
Cont. Pct 4	TASB	6/22/2009	W5222 COPIER	\$139.49	N	N	39	60	5,440	16,170	Operating Lease
JP 3 PL 1	TCPN	6/30/2009	E Studio 283 COPIER	\$156.64	N	N	36	60	5,639	3,676	Capital Lease
Ct. Law 5	TCPN	7/7/2009	WC7345 COLOR C/P	\$379.10	N	N	39	60	14,785	19,785	Operating Lease
Bldg & Gro	TCPN	7/14/2009	WC4150 COPIER	\$139.79	N	N	39	60	5,452	5,532	Capital Lease
Elections	TASB	8/11/2009	WC7328 PRINTER	\$326.45	N	N	48	60	15,670	17,772	Capital Lease
Elections	TASB	8/11/2009	RICOH MP6001	\$417.50	N	N	60	60	25,050	12,052	Capital Lease
Elections	TASB	8/11/2009	RICOH MP6001	\$417.50	N	N	60	60	25,050	12,052	Capital Lease

Instructions:

1. Overwrite the first record which is provided as a sample.
2. Enter values in the mandatory fields (green highlight) as entered and the optional fields (peach highlighted), if available.
3. The results of the test will display in the last column.
4. Highlight the basis of your answers to the above test criteria on the source documents.
5. For each capital lease, attach this schedule and the lease/property schedule agreements as support to Form AM-5.

Hidalgo County Elections

Proposal for Terry Trujillo



Product Description	Price	60 Months	Quantity	Total
Ricoh MP 6001 Lease Option				
Ricoh Aficio MP 6001				
MP6001	\$7,479.00	\$167.50	2	\$335.00
SR 4030 Finisher (3,000 Sheet- 50 Staple)	414957 \$1,453.00	\$33.00	2	\$66.00
2/3 Hole Punch Unit Type 3260	412209 \$416.00	\$10.00	2	\$20.00
Printer Scanner Unit Type 9001	414954 \$1,621.00	\$37.00	2	\$74.00
RT43	414517 \$991.00	\$23.00	2	\$46.00
Digital QC 120/20 Network	D5143NT \$92.00	\$3.00	2	\$6.00
40,000 b/w copies included per month		\$288.00	1	\$288.00
			TOTAL	\$835.00

Maintenance includes parts, labor and toner supply.

*Pricing is from TASB Buyboard (# 299-08)

*Signing new agreement ends current agreement of \$602 per month on ID#10609449

*Signing new agreement credits past due amount of \$1075.06 on ID# 10366180

*Property Tax is INCLUDED!

*You will receive NO EXTRA charges besides lease payment and overages if applicable

Prepared by:
Joseph A. Smith
Cell -(956) 878-0058



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 Hidalgo, County of, 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				Elections Dept.			
Customer (Bill to)				Product Location			
101 S. 10th Street				101 S 10TH ST			
Address				Address			
EDINBURG		HIDALGO		TX		78539-3523	
EDINBURG		HIDALGO		TX		78539	
City	County	State	Zip	City	County	State	Zip
Customer Contact Name:				Customer Telephone Number:		Fax Number/E-mail Address:	
TERRY TRUJILLO				(956) 318-2570		(956) 393-2081/TERRY.TRUJILLO@CO.HIDALGO.TX.US	

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	[FOC] RICOH AFICIO MP6001		
1	[FOC] RICOH AFICIO MP6001		

PAYMENT SCHEDULE

Minimum Term (mos.) <u>60</u>	Cost Per Image <u>0.0209 bw</u>	Cost of Additional Images <u>0.0080 bw</u>	Guaranteed Minimum Monthly/Quarterly/Other Images <u>40000 bw</u>	Meter Reading/Billing For Additional Images <u>Monthly</u>
Minimum Payment Without Tax \$ <u>835</u>	Payment Due <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		Advance Payment \$ _____ <input type="checkbox"/> Apply to 1 st Payment <input type="checkbox"/> Other _____	<input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other <input type="checkbox"/> Annual

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

_____ Title: _____ Date: _____
Authorized Signer

(Authorized Signer's printed name)

IKON OFFICE SOLUTIONS, INC.

_____ Title: _____ Date: _____
Authorized Signer

(Authorized Signer's printed name)

IMAGE MANAGEMENT PLUS COMMITMENTS

The below service commitments (collectively, the "Service Commitments") 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. The Service Commitments are only applicable to the equipment ("Equipment") described in the Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers. The Service Commitments are effective on the date the Equipment is 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, will not increase in price during the Minimum Term of the Schedule, unless agreed to in writing and signed by both parties.

EQUIPMENT SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 9:00am and 5:00pm, Monday to Friday excluding public holidays. IKON will also provide the supplies required to produce images on the Equipment covered under the Schedule (other than non-metered equipment and soft-metered Equipment). The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

RESPONSE TIME COMMITMENT

IKON will provide 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. Response time is measured in aggregate for all Equipment 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 "Quality Assurance" section.

UPTIME PERFORMANCE COMMITMENT

IKON will service the Equipment to be Operational with a quarterly uptime average of 95% (based on all Equipment) during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON and will end when the Equipment is again Operational. You agree to make the Equipment 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. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Schedule to which these Service Commitments 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, on a quarterly basis, 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 requires 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 up to 60 months. 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. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of amendment.

EQUIPMENT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Schedule to which these Service Commitments relate, you may reconfigure the Equipment or Professional Services by adding, exchanging, or upgrading to an item of Equipment or

Professional Services with additional features or enhanced technology. A new Schedule for not less than the remaining term of the existing Schedule, 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 any obligations remaining on the Equipment, the added equipment and new image volume commitment.

PERFORMANCE COMMITMENT

IKON is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Service Commitments and in the unlikely event that IKON is not able to repair the Equipment in your office, IKON, at IKON's election, will provide to you either the delivery of a temporary loaner, for use while the Equipment is being repaired at IKON's service center, or IKON will replace such Equipment with comparable Equipment of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Image Management Plus Commitments. Customer's exclusive remedy shall be for IKON to re-perform any Services not in compliance with this warranty and brought to IKON's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed. If you are dissatisfied with IKON's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local IKON office.

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. 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 Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Equipment will ONLY be serviced by an "IKON Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, IKON may place automated meter reading units on imaging devices, including but not limited to the Equipment, 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.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Image Management Plus Commitments as of _____, 20__.

CUSTOMER

By: _____
Name:
Title:
Date:

IKON OFFICE SOLUTIONS, INC.

By: _____
Name:
Title:
Date:

Equipment Removal Authorization

Equipment Leased by Customer from IKON, IOS Capital, or IKON Financial Services

CUSTOMER INFORMATION			
Customer Name	Hidalgo, County of	Date Prepared	
Contact Name	TERRY TRUJILLO	Phone	(956) 318-2570
Email	TERRY.TRUJILLO@CO.HIDALGO.TX.US	Fax	(956) 393-2081

Check if Additional Product Description page(s) attached

TERMS AND CONDITIONS
<p>This Authorization will confirm that you desire to engage IKON Office Solutions, Inc. ("IKON") to pick-up and remove certain items of equipment that are currently leased by you from IKON, IOS Capital or IKON Financial Services, and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to us from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by IKON. By signing below, you confirm that, with respect to every removal request issued by you (1) IKON may rely on the request, and (2) the request shall be governed by this Authorization. Except for the obligations of IKON to pick-up and remove the identified equipment, IKON does not assume any obligation, payment or otherwise, under your lease agreement, which shall remain your sole responsibility. As a material condition to the performance by IKON, you hereby release IKON from, and shall indemnify, defend and hold IKON harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in this Authorization or of any obligation owing by you under your lease agreement.</p>

EQUIPMENT INFORMATION			
Make /Model /Serial Number	CANON/IR5570/KHT05628	Contact	TERRY TRUJILLO
Pick-Up Address	101 S 10TH ST	Phone	(956) 318-2570
City	EDINBURG	State	TX Zip Code 78539
Make /Model /Serial Number		Contact	
Pick-Up Address		Phone	
City		State	Zip Code
Make /Model /Serial Number		Contact	
Pick-Up Address		Phone	
City		State	Zip Code
Make /Model /Serial Number		Contact	
Pick-Up Address		Phone	
City		State	Zip Code

CUSTOMER	
Authorized Signature	_____
Signature Printed Name	_____
Title	_____
Date	_____

IKON OFFICE SOLUTIONS, INC.	
Authorized Signature	_____
Signature Printed Name	_____
Title	_____
Date	_____

