

AI-2737
IKON/XEROX AGREEMENTS
CC CONSENT

6.A.

Date: 03/08/2007
 Submitted By: Priscilla Torres, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

1. Requesting authority to enter into a 10 month upgrade copier rental/maintenance agreement for Pct.#1 with IKON in the amount of \$120.00 per month for Requisition # 105701.
2. Requesting authority to enter into a 48 month upgrade copier rental/maintenance agreement for Veterans Service Office with IKON in the amount of \$210.00 per month for Requisition # 105440.
3. Requesting authority to lease copier for JP Pct. 2,PI.2 through IKON in the amount of \$143.00 per month (48 month lease) for requisition # 105225.
4. Requesting authority to enter into a 36 month copier rental/maintenance agreement for JP Pct.#3,PI. 2 with Xerox in the amount of \$134.38 per month for Requisition # 105442.
5. Requesting authority to enter into a 36 month copier rental/maintenance agreement for Constable Pct. #3 with Xerox in the amount of \$134.38 per month for Requisition # 105436.
6. Requesting authority to enter into a 36 month copier rental/maintenance agreement for 92nd District Court with Xerox in the amount of \$134.38 per month for Requisition # 106106.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007	ACCT. #: 7-1211-452-00-121-013-0-442
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:	
FISCAL YEAR: 2007	ACCT. #: 7-1100-444-00-370-001-0-442
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:	
FISCAL YEAR: 2007	ACCT. #: 7-1100-412-00-064-001-0-442
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:	
FISCAL YEAR: 2007	ACCT. #: 7-1100-412-00-066-001-0-442
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:	
FISCAL YEAR: 2007	ACCT. #: 7-1100-421-00-293-001-0-442

FUNDS AVAILABLE Y/N?: y
 BUDGETARY IMPACT:

MATCHING FUNDS Y/N?: n

FISCAL YEAR: 2007

ACCT. #: 7-1100-412-00-001-001-0-442

FUNDS AVAILABLE Y/N?: y
 BUDGETARY IMPACT:

MATCHING FUNDS Y/N?: n

Attachments

Link: [IKON/XEROX](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/01/2007 04:35 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 04:58 PM	APRV
3	Dale Kennan	Dale Kennan	03/02/2007 10:38 AM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 11:16 AM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:32 PM	APRV
Form Started By: Priscilla Torres			Started On: 02/28/2007 09:31 AM	
Final Approval Date: 03/02/2007				



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, 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				Hidalgo County, Pct. 1, Parks			
Customer (Bill to) Rte 1 Box 257-Z				Product Location			
Address EdCouch		Hidalgo	TX	78538		Address	
City	County	State	Zip	City	County	State	Zip
Customer Contact Name: Santiago Zavala			Customer Telephone Number: 956-262-6585			Fax Number/E-mail Address:	

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	Canon IR2230		

PAYMENT SCHEDULE

Minimum Term (mos.) 48	Cost Per Image \$ _____	Cost of Additional Images \$ 0.0095	Guaranteed Minimum Monthly/Quarterly/Other Images 1,500	Meter Reading/Billing For Additional Images ____ Monthly <input checked="" type="checkbox"/> Quarterly ____ Other
Minimum Payment Without Tax \$ 120.00	Payment Due <input checked="" type="checkbox"/> Monthly _____ Quarterly _____ Other _____		Advance Payment (with tax) \$ _____ Apply to 1 st Payment ____ 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: Gold Entitlements

CUSTOMER

 Title: _____ Date: _____
 Authorized Signer
JUAN D. SALINAS III, HIDALGO CO. JUDGE
 (Authorized Signer's printed name)

IKON OFFICE SOLUTIONS, INC.

 Title: NAF Date: 3/15/07
 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.

x
Including

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.