

# Requisition

Req # 00190268

PO #

Date: 02/16/11

*Consent  
# 25335  
2/22/11*

Bill To: x  
x

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

Ship To: HIDALGO CO. PCT 1  
1902 Joe Stephens Ave  
WESLACO TX 78596

Contact: JEFF / RICK  
956-968-8733

Contract No: TASB BUYBOARD 29

Special Instructions:  
S59

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
10.00	MONTH	<p>*****PRECINCT 1-SANITATION DEPARTMENT***** AS PER TASB BUYBOARD CATALOG 299-08 DO NOT DUPLICATE ORDER</p> <p>CO NEW 48 MONTH CAPITAL LEASE COPIER OPEN P.O FOR COPIER RENTAL FOR SANITATION DEPT. (RICOH MP C2551) @ \$112.00 LEASE PAYMENT PER MONTH MAINTENANCE-500 COLOR IMAGES \$36.00/MONTH MAINTENANCE-2,000 B&amp;W IMAGES \$18.00/MONTH</p> <p>Account No _____</p> <p><i>Line Item transfer pending/attached</i></p> <p>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233</p>	<p>166.00</p> <p><u>Encumbrance</u></p> <p>Freight .00</p> <p>Total 1,660.00</p>	<p>1,660.00</p>

Authorized By: \_\_\_\_\_

**AI-25358**

**0.**

**2011- Pct#1 San. (1100)**

**CC CONSENT**

Date: 02/22/2011  
 Submitted By: Jorge Flores, COMM. PCT. #1  
 Department: COMM. PCT. #1  
 Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011- Pct. #1 San. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-121-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 2-15-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Jorge Flores	02/16/2011 08:12 AM	CREATED
1	Budget & Management	Erika Zamora	02/16/2011 09:45 AM	APRV
2	JC Carreon	JC Carreon	02/16/2011 01:37 PM	APRV
3	Auditor's Office			NEW
Form Started By: Jorge Flores		Started On: 02/16/2011 08:12 AM		



# Proposal for Hidalgo County Pct. 1 - Sanitation



## PREPARED BY:

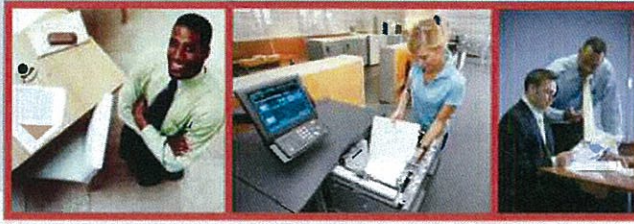
Aissa Garcia – Account Executive  
Mobile: (956) 607-6465  
Email: aigarcia@ikon.com

## PREPARED FOR:

*Hidalgo County Pct. 1 – Sanitation*

*Date Submitted: February 11, 2011*

190268



Aissa Garcia  
Account Executive  
IKON Office Solutions, Inc.  
809-A Savannah, Suite 311  
McAllen, TX 78503  
(956) 607-6465  
aigarcia@IKON.com



**Reservation of Rights**—In response to your request, we have reviewed and are responding to the terms and conditions in your RFP or invitation. Based on our review of the information provided by you, IKON is confident that contracts acceptable to us may be reached promptly following any award. Specifically, we recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the same right. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and our proposed solution. Following bid award, we contemplate that we will both negotiate and sign, in the exercise of good faith, customary definitive agreement(s) to govern our relationship, and provide reasonable assurances of our authority to enter into such agreements. In an effort to expedite the finalization of our agreements, we have noted the following topics for our discussion, which are either not addressed in your request or for which we request further clarification:

- To the extent you lease from us or IKON Financial Services, customary terms and conditions related to equipment financing, subject to customary non-appropriation rights;
- Mutually acceptable terms related to the measurement and calculation of service levels, including customary terms related to reporting requirements and remedies;
- Standard industry service termination and default, rights and remedies, including reasonable written notice requirements and cure periods;
- Risk of loss and insurance requirements during possession of provided equipment;
- Assignment rights subject to prior credit approval;
- Standard industry warranties for service and support and the transfer of applicable manufacturer product warranties, as well as customary limitations of implied warranties;
- Mutual indemnification for third party claims arising from acts of misconduct in connection with the performance of services; and
- Mutual liability protections for consequential and similar damages.

As is customary for transactions of this type, any acknowledgements made by each of us are qualified by the right to negotiate mutually acceptable terms. Our proposal is based upon the information provided by you, and the assumptions made by us in preparing our response. Any changes to information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

**Proprietary and Confidential Statement**—The enclosed materials are proprietary to IKON Office Solutions, Inc. ("IKON"), and IKON reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to IKON and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of IKON. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of IKON as a potential business partner. These materials do not represent an offer or a binding agreement.

**Jorge Flores / Noe Montez**  
Hidalgo County Pct. 1 – Sanitation  
1902 Joe Stephens Ste. 101  
Weslaco, TX 78596



Dear Mr. Flores & Mr. Montez,

Thank you for taking the time to speak with me regarding your copier situation. Based on our conversation, I have put together a proposed solution that we believe will meet your goals of:

- New technology to increase efficiency and increase speed
- Reducing overall monthly costs in each department by migrating prints to a multifunctional product
- Complete lease forgiveness on current lease contract # **429301-1008606A6**

At IKON Office Solutions, Inc., a Ricoh company, we have built a solid reputation for providing the best solution for each of our customer's unique requirements. We are able to meet your specific needs by leveraging innovative technology backed by IKON's world class service and expertise.

Thank you for giving us the opportunity to present the following proposal. On behalf of your IKON team, we appreciate the time you have committed to considering our recommendations. We look forward to serving all of your document needs and increasing your document efficiency.

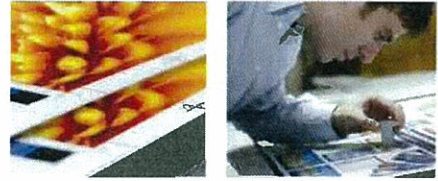
Sincerely,

Aissa Garcia  
Account Executive  
Office 956-687-9156  
Mobile 956-607-6465  
aigarcia@ikon.com



**Reservation of Rights**—In response to your invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

## Ricoh MP C2551



The Ricoh MP C2551 delivers exceptional results to businesses seeking versatile digital copying, productive network scanning and printing. Featuring professional image quality and a space-saving design, these models incorporate an array of impressive features that will substantially increase user productivity.

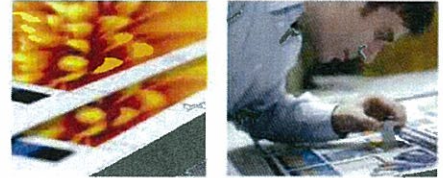
### ***Key Features of the Ricoh MP C2551***

- 25-PPM monochrome and color output speed,  
Low cost per page output
- 1,100-sheet paper capacity
- Optional 500-sheet finisher / stapler
- Cabinet stand
- Device is fax, print and scan enabled - providing both black & white and color scanning functionality
- Warm up time less than 45 seconds
- Data Overwrite Security System - DOSS
- First print speed 6.5 seconds monochrome/9.5 seconds color
- ESP Power Filter
- Energy Star® compliant



# Financial Considerations

## Investment Details: Ricoh MP C2551



### Current Situation:

Sanitation - Canon IR2016 – 2,500 copies

\$106.75 Monthly (48 mths)

### Financial Considerations for 48 Months

Equipment Breakdown	TASB Purchase Pricing	48 mo Pricing
1. Ricoh Aficio MP C2551	\$3,409.00	\$91.00
FAC43 Cabinet	\$122.00	\$3.00
USB 2.0 SD Slot Type A	\$148.00	\$4.00
Fax Option Type C2550	\$442.00	\$12.00
Digital QC 120/15 Network Powerfilter-Surge Protector	\$87.00	\$2.00
<b>Equipment Total</b>		<b>\$112.00</b>
Service – (500 color images per month with overages @ \$0.072)		\$36.00
Service – (2,000 B/W images per month with overages @ \$0.009 )		\$18.00
	<b>Grand Total</b>	<b>\$166.00</b>

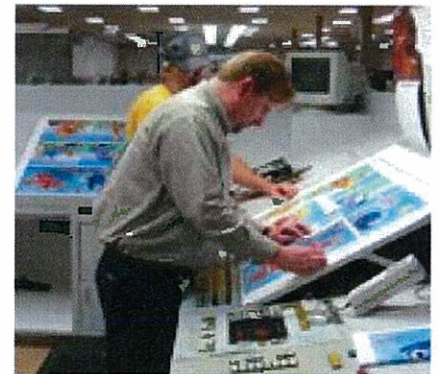
### 48 Month Lease Option MP C2551- Grand Total - \$166.00

(Please see attached TASB Pricing Sheet for further break downs of each machine and service)

**Pricing Components Include:** Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by IKON Customer Service Technicians (You will incur no additional charges for parts or labor)

**\*\*NOTE:** All rates are Property Tax Inclusive and based off of the TASB BuyBoard Contract #: 299-08  
Complete Lease Forgiveness on current lease Contract # 429301-1008606A6

[www.ikon.com](http://www.ikon.com)



A RICOH COMPANY

**Proprietary and Confidential Statement**—The enclosed materials are proprietary to IKON Office Solutions, Inc., a Ricoh company ("IKON"), and IKON reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to IKON and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of IKON. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of IKON as a potential business partner. These materials do not represent an offer or a binding agreement.

Product Description	Vendor Part Number	MSRP	TLGC Selling Price	24 Mo	36 Mo	48 Mo	60 Mo
<b>Ricoh Aficio MPC2050/MPC2550</b>							
<b>BASE UNIT</b>							
Ricoh Aficio MPC2050	MPC2050	\$5,800	2,522	107	76	68	52
Ricoh Aficio MPC2550	MPC2550	\$7,500	3,409	144	103	91	70
<b>COPIER ACCESSORIES</b>							
Paper Feed Unit PB3070 (1 x 500 Sheets)	414616	\$545	277	12	8	7	6
Paper Feed Unit Type PB 3030	413673	\$1,250	499	21	15	13	10
Caster Table Type B	414819	\$200	102	4	3	3	2
FAC43 Cabinet	415016	\$250	122	5	4	3	3
1 Bin Tray BN3060	414617	\$325	163	7	5	4	3
Side Tray Type C2550	414618	\$125	64	3	2	2	1
Internal Shift Tray SH3030	414619	\$325	163	7	5	4	3
Internal Finisher Type C2550	414620	\$1,200	610	26	18	16	13
Punch Unit PU3010NA	414621	\$850	432	18	13	12	9
<b>PRINT/SCAN OPTION</b>							
PostScript 3 Unit Type C2550	414638	\$1,000	514	22	15	14	11
Bluetooth Interface Unit Type 3245	412866	\$360	224	9	7	6	5
IEEE1284 Interface Board Type A	411699	\$99	52	2	2	1	1
IEEE802.11a/b/g Wireless Type J	414008	\$540	288	12	9	8	6
<b>Gigabit Ethernet Board Type A</b>	402547	\$325	209	9	6	6	4
USB 2.0 SD Slot Type A	414678	\$290	148	6	4	4	3
Memory Unit Type I 512MB	414635	\$270	139	6	4	4	3
File Format Converter Type E	414007	\$575	306	13	9	8	6
Camera Direct Print Card Type D E	402996	\$39	26	1	1	1	1
VM Card Type I	414710	\$132	67	3	2	2	1
<b>Facsimile Accessories</b>							
Fax Option Type C2550	414925	\$900	442	19	13	12	9
Handset Type 1018	410781	\$65	39	2	1	1	1
32MB Memory Type B	001342MIU	\$185	90	4	3	2	2
<b>Security &amp; Misc. Accessories</b>							
Copy Data Security Unit Type F	413985	\$675	365	15	11	10	7
HDD Encryption Unit Type A	414021	\$370	197	8	6	5	4
<b>Data Overwrite Security Unit Type I</b>	413955	\$400	200	8	6	5	4
Key Counter Bracket Type H	412552	\$95	41	2	1	1	1
Optional Counter Interface Unit Type A	413012	\$60	31	1	1	1	1
ESP Digital QC 120/15 Network - (Powerfilter)	D5133NT	\$170	87	4	3	2	2
						<b>TOTAL FOR MPC2551</b>	<b>\$112.00</b>
<b>SUPPLIES</b>							
Print Cartridge Black Type MP C2550/ C9025/LD525C	841280	\$48					
Print Cartridge Cyan Type MP C2550/ C9025/LD525C	841281	\$117					
Print Cartridge Magenta Type MP C2550/ C9025/LD525C	841282	\$117					
Print Cartridge Yellow Type MP C2550/ C9025/LD525C	841283	\$117					
Staple Type T	415009	\$40					
Staple Refill Type T	415010	\$44					
Marker Type 30	334049	\$31					

# TASB

## IKON Office Solutions GTX IMP

CANON / RICOH DIGITAL BLACK&WHITE, COLOR AND PROFESSIONAL SERVICES

TERM	SEG 1	SEG 2	SEG 3	SEG 4a	SEG 4b	SEG 5a	SEG 5b	SEG 6
	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy
12 MONTH	0.0149	0.0111	0.0085	0.0066	0.0064	0.0058	0.0056	0.0051
36 MONTH RATE	0.0156	0.0115	0.0089	0.0068	0.0066	0.006	0.0058	0.0053
48 MONTH RATE	0.0163	0.0121	0.0093	0.0071	0.0068	0.0063	0.006	0.0055
60 MONTH RATE	0.0171	0.0127	0.0098	0.0075	0.0072	0.0066	0.0062	0.0057
<b>OVERAGES</b>	0.0145	0.0095	0.0086	0.0062	0.0060	0.0055	0.0054	0.0050
<b>MONTHLY VOLUME</b>	1,000-2,500	2,500-5,000	5,000-10,000	10,000-20,000	20,000-30,000	30,000-40,000	40,000-75,000	75,000 +

Price included Service Parts/Labor, Black Toner and Staples. Excluded Connectivity Support.

\* **Required Minimum Volume**

TERM	C-1100/IPC-1	CLC4/15100	MPC2000/2500 /3000	MPC-3500/4500 /6000/7500	C-2550/3080/3480	C-4080/4580/5185	C-5058U/5068U	CPP550/650/C7000/6000VP/6000
	Color*	Color*	BW or Color**	BW or Color**	BW or Color**	BW or Color**	BW or Color**	Color*
12 MONTH	0.1200	0.0580	0.0750	0.0750	0.0660	0.0660	0.0830	0.0520
36 MONTH RATE	0.1250	0.0700	0.0770	0.0770	0.0679	0.0679	0.0850	0.0540
48 MONTH RATE	0.1313	0.0720	0.0790	0.0790	0.0712	0.0712	0.0870	0.0560
60 MONTH RATE	0.1378	0.0740	0.0810	0.0810	0.0748	0.0748	0.0890	0.0580
<b>OVERAGES COLOR</b>	0.1100	0.0560	0.0720	0.0720	0.0640	0.0640	0.0810	0.0500
<b>BLACK/WHITE CPC</b>	0.0200	0.0130	0.0110	0.0090	0.0110	0.0100	0.0120	0.0120
		B/W Service for MP C2551:						
		Color Service for MP C2551:						
<b>MONTHLY VOLUME COLOR</b>	1,000-2,500	10,000 +	2,500 +	5,000 +	2,500 +	5,000 +	5,000 +	10,000 +

RIP Fees	\$45/month	\$50/month	\$30/month	\$30/month	\$30/month	\$30/month	\$50/month
No charge for Embedded RIPs							

SERVICE TOTALS 2,000 B/W images per month @ \$0.009 and 500 color images per month @ \$0.072 =

\$54.00

**TOTAL MONTHLY SERVICE FEE**

**\$54.00**

B/W Overages @ \$0.009 and Color Overages @ \$0.072

### Managed Printer Fleet Pricing

All LaserJet Printer BuyBoard Pricing  
 B/W Printer .03/impression\*  
 Color .25/impression\*

\* Only Laser Jets

\*All Printers need to have Director of Service approval

Price included Service Parts/Labor, Toners and Staples . Excluded Connectivity Support.

\* **Required Minimum COLOR Volume.** \*\* **Select either Black/White or Color as minimum.**



STATE AND LOCAL GOVERNMENT  
**Product Schedule**



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 ("Customer" or "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 Schedules to the Master Agreement.

**CUSTOMER INFORMATION**

<b>HIDALGO COUNTY - SANITATION</b>				<b>JEFF</b>			
Customer (Bill To) <b>HWY 1015 MILE 11 N</b>				Billing Contact Name <b>1902 JOE STEPHENS STE. 101</b>			
Product Location Address <b>WESLACO HIDALGO TX 78596</b>				Billing Address (if different from location address) <b>WESLACO HIDALGO TX 78596</b>			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number <b>956-968-8733</b>		Billing Contact Facsimile Number <b>956-514-5328</b>		Billing Contact E-Mail Address <b>NA@NA.COM</b>			

**PRODUCT DESCRIPTION ("Product")**

Qty	Product Description: Make & Model
1	RICOH MP C2551

Qty	Product Description: Make & Model

**PAYMENT SCHEDULE**

<b>Minimum Term</b> <i>(months)</i>	<b>Minimum Payment</b> <i>(Without Tax)</i>	<b>Minimum Payment Billing Frequency</b>	<b>Advance Payment</b>
48	\$ 132.15	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input type="checkbox"/> Other: _____
<b>Guaranteed Minimum Images*°</b>		<b>Cost of Additional Images°</b>	
<b>Black/White</b>	<b>Color</b>	<b>Black/White</b>	<b>Color</b>
2,000	500	.009	.072
		<b>Meter Reading/Billing Frequency</b>	
		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	

\* Based upon Minimum Payment Billing Frequency  
° Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

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.
- You, the undersigned Customer, have applied to us to use the above-described items ("Product") 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 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.**

3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are: \_\_\_\_\_  
\_\_\_\_\_

**THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

<p>By: <b>X</b> Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p>Accepted by: <b>IKON OFFICE SOLUTIONS, INC.</b></p> <p>By: _____ Authorized Signer Signature</p> <p>Printed Name: <i>MIKE JOHNSON</i></p> <p>Title: <i>AVP</i> Date: _____</p>
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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. 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 Service Commitments. The Service Commitments are only applicable to the equipment ("Equipment") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. 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 Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product 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 8:00am 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 Image Management Plus Product 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. **INCLUDES STAPLES X**

**RESPONSE TIME COMMITMENT**

IKON will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any IKON office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Equipment covered by the Image Management Plus Product Schedule.

**UPTIME PERFORMANCE COMMITMENT**

IKON will service the Equipment to be Operational with a quarterly uptime average of 96% 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 Image Management Plus Product 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 an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both you and IKON. The Amendment may not be less than the remaining term of the existing Image Management Plus Product 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 minimum 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 Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Equipment by adding, exchanging, or upgrading to an item of Equipment with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment for not less than the remaining term of the existing Image Management Plus Product Schedule or Amendment, must be agreed to and signed by you and IKON. The Image Management Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule or Amendment will be based on any obligations remaining on the Equipment, the added equipment and new image volume commitment. Your IKON Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

**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.

**ACCOUNT MANAGEMENT**

Your IKON sales professional will, upon your request, be pleased to review your equipment performance metrics on a quarterly basis and mutually convenient date and time. IKON will follow up within 8 business hours of a call or e-mail to one of our account management team members requesting a metrics review. IKON will, upon your request, be pleased to annually review your business environment and discuss ways in which we may improve efficiencies and reduce costs relating to your document management processes.

**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. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total on the non-performing unit will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. IKON is committed to responding to any questions regarding invoiced amounts for the use of the Equipment relating to the Product Schedule within in a two (2) day timeframe. *To ensure the most timely response please call 1-888-ASK-IKON.*

**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\_\_\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IKON OFFICE SOLUTIONS, INC.  
By:   
Name: MIKE JOHNSON  
Title: AVP  
Date: \_\_\_\_\_



**Document Efficiency**  
*At Work™*

A RICOH COMPANY

**Work Order - US**  
IKON Office Solutions, INC.

Base Eq Model #	Base Eq Serial #	Email Address of PS Rep	Date of Services
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Customer must already be an IKON customer to use this form without being part of the SFP

Bill To Cust No.:	Pymt Method:	Ship To Customer No.:	PO No.:	PO Date:
Bill To Customer:	<b>HIDALGO, COUNTY OF</b>	Ship To Customer:	<b>HIDALGO, COUNTY OF</b>	
Address:	<b>1902 JOE STEPHENS STE. 101</b>	Address:	<b>HWY 1015 MILES 11 N</b>	
City:	<b>WESLACO</b> State: <b>TX</b> Zip: <b>78596</b>	City:	<b>WESLACO</b> State: <b>TX</b> Zip: <b>78596</b>	
Customer Contact:	<b>JEFF</b> Title:	Phone:	<b>956-968-8733</b>	
IKON Sales Rep:	<b>GARCIA, AISSA VALERIA</b> Phone:	<b>956-687-9156</b>		
MPS/FMS/SAM/SAC:	SC:	SC-C:	SA/SSA:	

**Description of Services**

Professional Services Provided

Connect Svc Tech - B2C Segment 1 - 3

Task	eIKON Code	OMD Code	Qty	Price	Ext. Price	Notes
1	PS-CUNN-B2C-1-3	WPOWYMO	1	\$310.00	\$310.00	
2						
3						
					<b>Total Price:</b>	<b>PRICE INCLUDED</b>

This Work Order shall be effective as of the date of execution by both IKON and Customer. By signing below, the undersigned represent that they are duly authorized to enter into this Work Order on behalf of their respective entities.

<b>CUSTOMER</b>	<b>IKON OFFICE SOLUTIONS, INC.</b>
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By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**TERMS AND CONDITIONS**

The performance by IKON of the Services described in this Work Order is subject to and shall be governed solely by the following terms and conditions:

Customer engages IKON to perform the services described in this Work Order (the "Services"). Changes to the scope of the Services shall be made only in a written change order signed by both parties. IKON shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. IKON shall provide the Services at the Customer location set forth herein or on a remote basis. In consideration of its Services hereunder, Customer shall pay IKON the Service fees in the amounts and at the rates set forth above. Customer shall pay all amounts payable to IKON hereunder within thirty (30) days of the date of the invoice submitted by IKON. If IKON undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. IKON may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of IKON). Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform its Services. Customer acknowledges that IKON's performance of the Services is dependent upon Customer's timely and effective performance of its responsibilities hereunder. Unless connectivity services are specifically identified in the Task and Description section of this Work Order as part of the Services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

IKON shall perform its Services in a professional manner. IKON is not the manufacturer of any of the software, tools and/or products utilized in connection with this Work Order. IKON shall, however, make available to Customer any warranties made to IKON by the manufacturers of the software, tools and/or products utilized by IKON in connection with its Services hereunder, to the extent transferable and without recourse. If Customer has engaged IKON to provide Customer tools to assist Customer in Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by IKON, including but not limited to any hard drive removal, cloning or formatting services of any kind, Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) IKON does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless IKON and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising therefrom or related thereto EXCEPT AS EXPRESSLY SET FORTH HEREIN. IKON MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS WORK ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS WORK ORDER OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF IKON HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IKON'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO IKON HEREUNDER BY CUSTOMER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS WORK ORDER. IKON ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Except for purposes of this Work Order, IKON shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that IKON may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of IKON that is or was involved with or part of the Services. This Work Order represents the entire agreement between the parties relating to the subject matter hereof and supercedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Work Order may be amended only in writing executed by the authorized representatives of both parties. Any purchase order, service order or other Customer ordering document will not modify or affect this Work Order, nor have any other legal effect, and shall serve only the purpose of identifying the service ordered. This Work Order may not be transferred or assigned by Customer without the prior written consent of IKON. This Work Order shall be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. IKON shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations where it is delayed or prevented from performing any of its obligations for reasons beyond IKON's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. This Work Order is separately enforceable as a complete and independent binding agreement, independent of all other Work Orders, if any. By signing, the Customer acknowledges and accepts the terms and conditions of this Work Order, and confirms that the undersigned has the necessary power and authority to enter into this Work Order on behalf of Customer.



## Equipment Removal Authorization

*Equipment Owned by Customer*

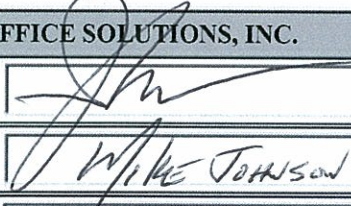
CUSTOMER INFORMATION			
Customer Name	HIDALGO COUNTY - SANITATION	Date Prepared	14 - FEBRUARY - 2010
Contact Name	JEFF	Phone	956-968-8733
E-mail Address	NA@NA.COM	Fax	956-514-5328

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 owned by you, 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. 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, (2) the request shall be governed by this Authorization, (3) you have good, valid and marketable title to such equipment and have satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (4) you have obtained any and all necessary consents and approvals required to authorize IKON to remove such items of equipment and to take title thereto, and (5) by this Authorization, you hereby transfer good and valuable title and ownership to IKON to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and you will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in IKON. IKON does not assume any obligation, payment or otherwise, under any lease, financing, sale or other agreements relating to any equipment. Such agreements 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 to any third party in respect of all equipment identified in the removal requests issued by you.</p>

EQUIPMENT INFORMATION			
Make, Model, Serial Number	CANON/IR2016/KRE05252	Contact	JEFF
Pick-up Address	HWY 1015 MILE 11N	Phone	956-968-8733
City	WESLACO	State	TX Zip Code 78596
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	MIKE JOHNSON
Title	A/P
Date	

ADDENDUM ("Addendum"), dated as of the 14 day of FEBRUARY, 2011, to that certain Master Agreement no. 1008606 ("Agreement"), dated as of the 14 day of FEBRUARY, 2011, between IKON Office Solutions, Inc. ("we" or "us") and Hidalgo, County of, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. **Section 19-Non-Appropriation of Funds:** The caption/heading of Section 19 of the Agreement shall be and hereby is amended to read as follows: "19. Non-Appropriation"; and subsection (a) of Section 19 of the Agreement shall be deleted in its entirety and substituted with the following subsection (a) in lieu thereof:

"(a) You intend to remit all Payments and other charges due to us under any Schedule to this Master Agreement for the entire term of such Schedule if funds are legally available. In the event you are not granted an appropriation of funds at any time during the term for the Product subject to any Schedule to this Master Agreement and the non-appropriation did not result from an act or omission, then a "Non-Appropriation" shall be deemed to have occurred."

Clause (i) of subsection (b) of Section 19 is hereby deleted in its entirety and substituted with the following clause (i) in lieu thereof:

"(i) at least thirty (30) days prior to the end of your then current fiscal year, or, if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, your chief executive officer (or legal counsel) shall certify in writing that (x) funds have not been appropriated for the fiscal period and (y) such non-appropriation did not result from any act or failure by you,"

2. Section 20 of the Agreement is hereby deleted in its entirety.

3. All capitalized terms used but not defined in this Addendum will have the meanings given to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

**CUSTOMER**

**X**  
\_\_\_\_\_  
Authorized Signature Date  
\_\_\_\_\_  
Print Authorized Signer Name Title

**IKON Office Solutions, Inc.**  
  
\_\_\_\_\_  
Authorized Signature Date  
   
\_\_\_\_\_  
Print Authorized Signer Name Title

