

# Requisition

Req # 00201709

PO #

Date: 08/29/11

Bill To: x  
x

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

Ship To: JP PCT 4, PL 1  
224 N. 12TH  
EDINBURG TX 78572

Contact: Aleida  
956-380-4473

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
3.00	MONTH	48 month Lease on RICOH MP2851 copy machine October 2011 thru December 2011 Includes: equipment. delivery, installation, operator training, maintenance, toner, staples and service performed by IKON customer service technicians(will not incur addtl charges for parts and labor)	66.00	198.00
3.00	MONTH	ARDR DF3030 (50 sheet)	14.00	42.00
3.00	MONTH	Finisher SR3050 (500 sheet)	11.00	33.00
3.00	MONTH	Bridge Unit BU3020	3.00	9.00
3.00	MONTH	FAC 38 Cabinet	2.00	6.00
3.00	MONTH	Digital QC 120/15 Network Powerfilter-Surge Protector	2.00	6.00
2.00	MONTH	Service (5,000 B/W images per month with overages @ \$0.0095)	47.50	95.00
		Account No		
		1-1100-412-00-067-001-0-432	95.00	
		1-1242-412-00-060-001-0-780	582.00	
			Freight	.00
			Total	389.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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

# Proposal for Hidalgo County JP Charlie Espinoza Pct.4 Pl. 1



**PREPARED BY:**

Aissa Garcia – Account Executive  
Mobile: (956) 607-6465  
Email: [aissa.garcia@ricoh-usa.com](mailto:aissa.garcia@ricoh-usa.com)

**PREPARED FOR:**

*Hidalgo County JP Charlie Espinoza  
Pct. 4 Pl. 1*

*Date Submitted: August 18, 2011*

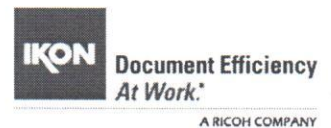
**IKON**

Document Efficiency  
At Work.®

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Aissa Garcia  
Account Executive  
IKON Office Solutions, Inc.  
1400 N. McColl, Ste. 103  
McAllen, TX 78501  
(956) 607-6465  
aissa.garcia@ricoh-usa.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.

**Judge Charlie Espinoza**  
Hidalgo County Pct. 4 Pl. 1  
212 N. 12<sup>th</sup> Ave.  
Edinburg, TX 78541



Honorable Judge Espinoza,

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:

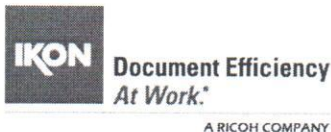
- New technology to increase efficiency and increase speed
- Added functionality
- Discounted TASB pricing

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.

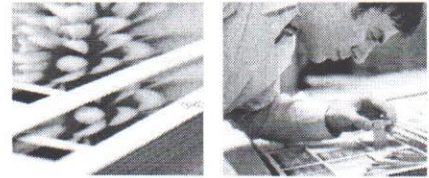
Sincerely,

Aissa Garcia  
Account Executive  
Office 956-687-9156  
Mobile 956-607-6465  
Aissa.garcia@ricoh-usa.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 2851SP



The Ricoh MP 2851SP 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.

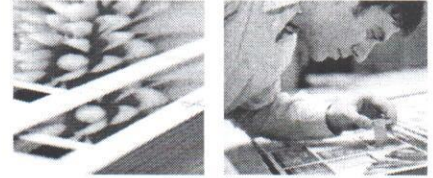
### *Key Features of the Ricoh MP 2851SP*

- 28 PPM monochrome output speed, Low cost per page output
- 1,100-sheet paper capacity (2 – 550 Sheet trays)
- 500-sheet finisher and cabinet stand
- Device is print and scan enabled - providing both black & white and color scanning functionality
- Warm up time of 22 seconds and 4.5 seconds monochrome first print speed
- ESP Power Filter
- Energy Star® compliant
- Warm up time less than 45 seconds



# Financial Considerations

## Investment Details: Ricoh MP 2851SP



### Financial Considerations for 48 Months

Equipment Breakdown	TASB Purchase Pricing	48 Mo Pricing	Hidalgo County 48 Mo Pricing
1. Ricoh Aficio MP 2851SP	\$3,202.00	\$78.00	\$66.00
ARDR DF3030 (50 Sheet)	\$676.00	\$17.00	\$14.00
Finisher SR3050 (500 Sheet)	\$514.00	\$13.00	\$11.00
Bridge Unit BU3020	\$130.00	\$3.00	\$3.00
FAC 38 Cabinet	\$111.00	\$3.00	\$2.00
Digital QC 120/15 Network Powerfilter-Surge Protector	\$115.00	\$3.00	\$2.00
Equipment Total	\$4,748.00		\$98.00
Service – (5,000 B/W images per month with overages @ \$0.0095)			\$47.50
		<b>Grand Total</b>	<b>\$145.50</b>

### 48 Month Lease Option for 1 MP 2851- Grand Total - \$145.50

(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)

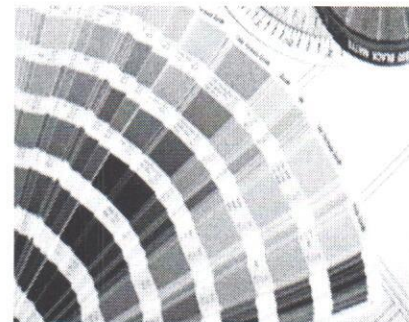
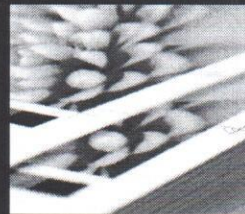
\*\*NOTE: All rates are Property Tax Inclusive and based off of the TASB BuyBoard Contract # 379-11



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



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At Work.®

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Product Description	Vendor Part Number	MSRP	TLGC Selling Price	24 Mo	36 Mo	48 Mo	Pct. 4 Pl. 1 48 Mo Pricing
<b>Ricoh Aficio MP2851SP</b>							
<b>BASE UNIT</b>							
Ricoh Aficio MP2851SP	MP2851SP	\$7,600	3,202	135	97	78	\$66
<b>COPIER ACCESSORIES</b>							
ARDF DF3030 (50 Sheet)	414143	\$1,330	676	29	20	16	\$14
Platen Cover Type 3800C	412551	\$95	52	2	2	1	\$1
1 Bin Tray BN3030	414127	\$325	161	7	5	4	\$3
Finisher SR3050 (500 Sheet)	414130	\$1,045	514	22	16	13	\$11
1,000 Sheet Finisher SR790	412730	\$1,480	764	32	23	19	\$15
Booklet Finisher SR3000 1,000 Sheet Finisher	412851	\$3,150	1,578	67	48	38	\$33
Bridge Unit BU3020	414125	\$240	130	5	4	3	\$3
Punch Unit Kit PU3000	412855	\$765	389	16	12	9	\$8
Internal Shift Tray SH3010	414140	\$325	165	7	5	4	\$3
PS500 Large Capacity Tray	410958	\$1,470	772	33	23	19	\$16.40
Paper Feed Unit Type PB 3030	413673	\$1,313	641	27	19	16	\$13
FAC 38 Cabinet	414520	\$207	111	5	3	3	\$2
Key Counter Bracket Type H	412552	\$100	50	2	2	1	\$1
Optional Counter Interface Unit Type A	413012	\$62	32	1	1	1	\$1
ESP Digital QC 120/15 Network - (Powerfilter)	D5133NT	\$170	115	5	3	3	\$2
<b>FAX OPTION ACCESSORIES</b>							
Fax Option Type 3351	415285	\$1,100	578	24	18	14	\$12
32MB Memory Unit Type B	001342MIU	\$195	94	4	3	2	\$2
G3 Interface Unit Type 3350	414084	\$680	348	15	11	8	\$7
Handset Type 1018	410781	\$68	36	2	1	1	\$1
<b>PRINT/SCAN OPTION</b>							
PostScript 3 Unit Type 3350	414120	\$570	290	12	9	7	\$6
IEEE802.11a/b/g Wireless Interface Type J	414008	\$565	303	13	9	7	\$6
IEEE1284 Interface Board Type A	411699	\$105	53	2	2	1	\$1
Bluetooth Interface Unit Type 3245	412866	\$378	233	10	7	6	\$5
Gigabit Ethernet Board Type A	402547	\$340	220	9	7	5	\$5
File Format Converter Type E	414007	\$605	318	13	10	8	\$7
3L68-19 USB Keyboard MP2550/MP3350	100256FNG	\$449	428	18	13	10	\$9
<b>SECURITY OPTIONS</b>							
Data Overwrite Security Unit Type I	413955	\$420	210	9	6	5	\$2
HDD Encryption Unit Type A	414021	\$390	207	9	6	5	\$4
<b>TOTAL FOR MP2851</b>							<b>\$98.00</b>
<b>SUPPLIES</b>							
TONER TYPE 2120D/25335627	841337	\$231					
STAPLES TYPE K 5000/CTG	410801	\$44					
STAPLES TYPE K REFILL	410802	\$78					
Staple Type S for SR3000 (Saddle Stitch) (Uses Type K Refill)	412874	\$50					
Marker Type 30	334049	\$31					

# TASB

## IKON Office Solutions GTX IMP

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

TERM	SEG 1 Per Copy	SEG 2 Per Copy	SEG 3 Per Copy	SEG 4a Per Copy	SEG 4b Per Copy	SEG 5a Per Copy	SEG 5b Per Copy	SEG 6 Per Copy
12 MONTH	0.0149	0.011	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
OVERAGES	0.0145	0.0095	0.0086	0.0062	0.0060	0.0055	0.0054	0.0050
MONTHLY VOLUME	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 +
	B/W Service for MP 2851SP: 5,000 B/W images per month = 5,000 x \$0.0095 = \$47.50 (overages @ .0095)							
	<b>TOTAL FOR ALL 4 MP 2851'S \$47.50</b>							

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

\* Required Minimum Volume

TERM	C1100/IPC-1 Color*	CLC4/15100 Color*	MP32000/2500 /3000 B/W or Color**	MP3500/4500 /6000/7500 B/W or Color**	C2550/3080/3480 B/W or Color**	C4080/4580/5185 B/W or Color**	C5058U/5068U B/W or Color**	CPP550/650/C7000/16 000VP/6000 Color*
12 MONTH	0.1200	0.0680	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
OVERAGES COLOR	0.1100	0.0660	0.0720	0.0720	0.0640	0.0640	0.0810	0.0500
BLACK/WHITE CPC	0.0200	0.0130	0.0110	0.0090	0.0110	0.0100	0.0120	0.0120
MONTHLY VOLUME COLOR	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	\$30/month	\$50/month
No charge for Embedded RIPs								

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

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

SERVICE TOTALS 5,000 B/W images per month @ \$0.0095 =	\$47.50
<b>TOTAL MONTHLY SERVICE FEE</b>	<b>\$47.50</b>
Overages @ \$0.0095	

### Managed Printer Fleet Pricing

All LaserJet Printer BuyBoard Pricing

B/W Printer .03/impresion\*

116 .25/impresion\*

\* Only Laser Jets

\*All Printers need to have Director of Service approval



STATE AND LOCAL GOVERNMENT  
**Product Schedule**



A RICOH COMPANY

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**

HIDALGO COUNTY - PCT. 4 PL. 1				CHARLIE ESPINOZA			
Customer (Bill To) 212 N. 12TH AVENUE				Billing Contact Name SAME			
Product Location Address EDINBURG HIDALGO TX 78541				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number 956-380-4473		Billing Contact Facsimile Number 956-380-4029		Billing Contact E-Mail Address			

**PRODUCT DESCRIPTION ("Product")**

Qty	Product Description: Make & Model
1	RICOH MP2851

Qty	Product Description: Make & Model

**PAYMENT SCHEDULE**

Minimum Term (months)
48

Minimum Payment (Without Tax)
\$ 145.50

Minimum Payment Billing Frequency
<input checked="" type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Other: _____

Advance Payment
<input type="checkbox"/> 1 <sup>st</sup> Payment
<input type="checkbox"/> 1 <sup>st</sup> & Last Payment
<input type="checkbox"/> Other: _____

Guaranteed Minimum Images* <sup>o</sup>	
Black/White	Color
5,000	N/A

Cost of Additional Images <sup>o</sup>	
Black/White	Color
\$0.0095	N/A

Meter Reading/Billing Frequency
<input type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Other: _____

\* Based upon Minimum Payment Billing Frequency  
<sup>o</sup> 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><b>CUSTOMER</b></p> <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: _____</p> <p>Title: _____ Date: _____</p>
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**IKON OFFICE SOLUTIONS, INC.  
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. 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.

**RESPONSE TIME COMMITMENT** Includes Staples X

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 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\_\_.**

**CUSTOMER**

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

**IKON OFFICE SOLUTIONS, INC.**

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



## Capital Lease Versus Operating Lease Test 2011

Indicates calculated field  
Mandatory Field  
Complete if indicated in lease documentation

CC Date	State Purchase Order Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module ID No.	Lease Term Start Date	Model Description	Monthly Pymt 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)
									1	2	3a	3b	4a	4b	
9/13/2011	TASB 299-08	60	IP 4 P1 1	201709	299-08	9/13/2011	RICOH MP2851	\$98.00	N	N	48	60	4,704.00	\$4,748.00	Capital Lease