

RESOLUTION NO. 2010-123

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO OFFICE EQUIPMENT; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A 36-MONTH MASTER LEASE AGREEMENT WITH IKON OFFICE SOLUTIONS, INC., AND TO PIGGYBACK WITH THE MIAMI-DADE COUNTY PUBLIC SCHOOLS CONTRACT NO. 128-FF11; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay is nearing completion of its permanent Village Hall, the Public Works Department is operational, and the Police Department's photocopier lease has expired; therefore, the Village is in need of photocopiers for the day-to-day operations of these divisions; and

WHEREAS, in the past the Village utilized the pricing provided under the current Miami-Dade County Bid Award (128-FF11) with IKON Office Solutions, Inc.; and,

WHEREAS, the Village may piggy-back off of an existing bid, and staff has analyzed Village's photocopier usage and has received the attached agreements that offer the Village the best possible value; and,

WHEREAS, the Village of Palmetto Bay Council desires to enter into the attached 36-month lease agreements with Ikon Office Solutions, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is authorized to enter into a Master Lease Agreement for four (4) 36-month lease agreements with IKON Office Solutions, Inc., in the total amount of \$1,091.54, monthly, for two Ricoh MP 4000 photocopiers and two Ricoh MPC 4000 color photocopies from IKON Office Solutions, Inc. in substantially similar terms and conditions as the Agreements that are annexed to this Resolution.

Section 2. The Village Manager is hereby authorized to piggyback with the Miami Dade County Public Schools' Contract No. 128-FF11.

Section 3. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 6th day of December, 2010.

Attest: Meighan Alexander
Meighan J. Alexander
Village Clerk

Shelley Stanczyk
Shelley Stanczyk
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Eve A. Boutsis
Eve A. Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>Yes</u>
Council Member Howard Tendrich	<u>Yes</u>
Council Member Joan Lindsay	<u>Yes</u>
Vice-Mayor Brian Pariser	<u>Yes</u>
Mayor Shelley Stanczyk	<u>Yes</u>



**Document Efficiency
At Work.™**

November 15, 2010

Village of Palmetto Bay, Florida
Attn: Meighan Alexander, Village Clerk
8950 SW 152 Street
Palmetto Bay, FL 33157

Re: Pricing Proposal for Ricoh Aficio MP 4000's and MPC 4000's

Dear Meighan:

On behalf of IKON Office Solutions, Inc., Ralph Gonzalez and myself I want to thank you for your time and interest during this proposal process, and most importantly for your Customer Loyalty to IKON. It does not go unnoticed or unappreciated.

Proposed Solution

Model	Monthly Rent	Service/Supplies	Total	Copies Included	Overage Per Imp.
MP 4000B	\$162.77	\$36.50	\$199.27	5,000	\$.0073
MP 4000B	\$162.77	\$36.50	\$199.27	5,000	\$.0073
MPC 4000	\$195.00	\$31.50	\$226.50	3,000 (black)	\$.0105
		\$120.00	\$346.50	2,000 (color)	\$.06
MPC 4000	<u>\$195.00</u>	\$31.50	\$226.50	3,000 (black)	\$.0105
	<u>\$715.54</u>	<u>\$120.00</u>	<u>\$346.50</u>	2,000 (color)	\$.06
		\$376.00	\$1,091.54		

TOTALS \$715.54 + \$376.00 = \$1,091.54

Contract Information: Miami-Dade County Public Schools Bid Number: 128-FF11

Above Contract expires December 29, 2010. PO's need to be submitted prior to this date so that the terms and conditions of the agreement between Village of Palmetto Bay and IKON remain in effect for the term of the agreement.

Proposal Highlights

- **Cost Savings every time you Print to the devices @ a lower rate than stand-alone printers**
 - Printing to the Ricohs results in a 3 to 5 times reduction in the cost per copy
 - The more print that is migrated to the Ricohs, the greater your savings
- **Scan hard-copy originals to email and desktop**
 - Your original is converted to a PDF before it is sent to its destination
 - Scan to email right from the Ricoh
- **100 tenured technicians to provide Excellent Customer Service**
 - Highly skilled and most-tenured Customer Service Department in South Florida
 - 4-hour average response time guarantee
 - Measured by “first call” fix rate
 - Service Rate fixed for the term of the lease
- **Quarterly Business Reviews**
 - Keep pace and communicate with you on a regular basis
 - Keep up with technology updates

IKON is confident that we can continue to develop our partnering relationship with the Village of Palmetto Bay to provide a comprehensive solution that improves quality, efficiency, and services while reducing overall costs. Thank you again for your consideration of our proposal.

Sincerely,

Bob

Robert W. Bonner
Major Account Executive
786-388-3880, ext. 7845
bbonner@ikon.com

Master Agreement



AN IRICO COMPANY

Number: _____

CUSTOMER INFORMATION

Full Legal Name					Village of Palmetto Bay Florida					
Address					8950 Southwest 152 Street					
City	Palmetto Bay		State	FL	Zip	33157		Contact	Meighan Alexander	
Phone		305-259-1234		Facsimile Number		305-259-1290		E-mail Address		
								malexander@palmettobay-fl.gov		

This Master Agreement ("Master Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Master Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us", or "our" in this Master Agreement, we mean IKON Office Solutions, Inc. Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

- 1. Agreement.** We agree to rent to you, and you agree to rent from us, subject to the terms of this Master Agreement, the personal and intangible property described in any equipment schedule (a "Schedule") executed by you and us and incorporating the terms of this Master Agreement by reference. Each Schedule shall be separately enforceable as a complete and independent agreement, independent of all other Schedules to this Master Agreement. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product". The manufacturer and/or vendor of the tangible Product shall be referred to as the "Vendor". To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software".
- 2. Schedules, Delivery and Acceptance.** Each Schedule that incorporates this Master Agreement shall be governed by the terms and conditions of this Master Agreement, as well as the terms and conditions set forth in such individual Schedule. The termination of this Master Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
- 3. Term, Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not paid within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts may be included in your Payment or billed separately. You also agree that, except as expressly stated in Section 19 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS MASTER AGREEMENT. All payments to us are "net" and are not subject to set off or reduction. You agree that you will remit payments to us in the form of Company Checks, (or Personal Checks in the case of sole proprietorships), Direct Debit or Wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Master Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
- 4. Product Location, Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You may elect to separately engage us to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
- 5. Taxes and Fees.** In addition to the payments under this Master Agreement, to the extent you are not exempt under applicable law, you agree to pay all applicable taxes, fees (including, without limitation, an administrative fee for the processing of applicable taxes, assessments or fees which may be due and payable under this Master Agreement or any Schedule), and filing costs related to the use of the Product, even if billed after the end of the term of this

Master Agreement or any Schedule. If we are required to file and pay property tax, you agree at our discretion, to either (a) reimburse us annually for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product, or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges included in the Payment. In the event that the Payment includes personal property and similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of this Master Agreement or any Schedule and that we will be entitled to retain any excess collections (which may be profit to us) and, alternatively, that we will bear the risk to the extent the actual taxes exceed what we collected through your estimated payments made pursuant to this paragraph. If you are required to file and pay the taxes directly to the tax collector, we will notify you; and you agree to file all property tax returns and promptly pay all property taxes which may be assessed against the Product. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.

- 6. Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Vendor or Software Supplier (as defined in Section 10 of this Master Agreement) with respect to the Product rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR DESIGN THE PRODUCT. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with us with respect to any Product, no provision, clause or paragraph of this Master Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against us under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US, YOU RENT THE PRODUCT "AS-IS". YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
- 7. Loss or Damage.** You are responsible for any theft, destruction of, or damage to, the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from us.
- 8. Claims, Liability and Insurance.** (a) To the extent permitted by applicable law, the parties to this Master Agreement will indemnify, defend and hold each other harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of the indemnified party or the damage, loss or destruction of any tangible property of the indemnified party to the extent caused by the negligence or intentional acts or omissions of the indemnifying party. (b) Because you have sole possession and control of the Product, you are responsible for any damage, injury or loss caused by (or to) the Product resulting from the use, misuse or possession of the Product or any accident or other casualty relating to the Product. We are responsible for damage or injury to third persons to the extent the damage or injury is caused by our negligent acts or omissions. You agree to maintain insurance to cover the Product for all types of loss, including, without limit, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you are self-insured

Meighan Alexander
Customer Initials
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with respect to the Product, you shall maintain during the term of each Schedule to this Master Agreement a self-insurance program reasonably satisfactory to us and shall provide to us evidence of such program. In the event of loss or damage to the Product, you agree to remain responsible for the payment obligations under this Master Agreement until the payment obligations are fully satisfied.

9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Master Agreement is a true rental. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Master Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Master Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.

11. **Default.** Each of the following is a "Default" under this Master Agreement and all Schedules: (a) you fail to pay any Payment or any other payment within thirty (30) days of its due date, (b) any representation or warranty made by you in this Master Agreement is false or incorrect and/or you do not perform any of your other obligations under this Master Agreement or any Schedule and/or in any other agreement with us or with any of our affiliates and this failure continues for ten (10) days after we have notified you of it, or (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or you file or have filed against you any bankruptcy or reorganization proceeding.

12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Master Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) all past due Payments and all other amounts then due and payable under this Master Agreement or any Schedule; and (ii) all unpaid Payments for the remainder of the term of each Schedule plus our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), such unpaid Payments and anticipated value to be discounted to present value at a rate equal to 6% per year to the date of default. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including without limit, those set forth in Article 2A of the UCC, and at law or in equity; (f) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limit, incidental damages expended in the repossession, repair, preparation and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we agree to sell or otherwise dispose of it with or without notice, at a public or private disposition and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, five (5) days notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

13. **Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS MASTER AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Master Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims, defenses or set offs that you may have against us. If you have entered into a Maintenance Agreement or supply agreement with us, such agreements will remain in full force and effect with us and will not be affected by any such assignment. You agree to acknowledge any such assignment in writing if so requested and to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code, and the regulations promulgated thereunder.

14. **Renewal; Return of Product.** After the Minimum Term or any extension of any Schedule to this Master Agreement, such Schedule will automatically renew on a month-to-month basis unless either party notifies the other in writing at least thirty (30) days prior to the expiration of the Minimum Term or extension of such Schedule; provided, however, that at any time during any month-to-month renewal, we have the right, upon thirty (30) days notice, to demand that you return the Product to us in accordance with the terms of this Section 14. During any month-to-month renewal, you shall pay the Minimum Payment each month until the Product is returned to us in accordance with the provisions hereof. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Master Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. We will bear shipping charges so long as replacement equipment is selected from IKON. Otherwise, you will bear all shipping, de-installing, and crating expenses of the Product and will insure the Product for its full replacement value during shipping. You shall ensure that you securely remove all data from all disk drives or magnetic media prior to returning the Product under this Master Agreement or any Schedule. You are solely responsible for selecting an appropriate removal standard that meets your business needs.

15. **Miscellaneous.** It is the intent of the parties that this Master Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. You agree that the terms and conditions contained in this Master Agreement and in each Schedule make up the entire agreement between us regarding the rental of the Product and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. Any purchase order, or other ordering documents, will not modify or affect this Master Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limit, serial numbers), agreement/schedule identification numbers and/or dates in this Master Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Master Agreement by any representation or warranty not expressly set forth in this Master Agreement. Neither this Master Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Master Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Master Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Master Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Master Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Master Agreement and each Schedule. If more than one customer has signed this Master Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Master Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Master Agreement or any Schedule and make your own determination of the proper lease term for accounting purposes. We may receive compensation from the manufacturer or supplier of the Product in order to enable us to reduce the cost of renting the Product to you under this Master Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of renting the Product is reflected in the Minimum Payment specified herein. If you so request, and we permit the early termination of this Master Agreement or any Schedule, you agree to pay a fee for such privilege. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Master Agreement, any Schedule or the Product.

16. **Governing Law; Jurisdiction, Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS MASTER AGREEMENT AND ANY SCHEDULES WILL BE GOVERNED UNDER THE APPLICABLE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTHS OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS MASTER AGREEMENT. THE PARTIES TO THIS MASTER AGREEMENT EACH WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER, ANY VENDOR OF THE PRODUCT).

17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession shall constitute chattel paper as

1072
STATE OF FLORIDA
STATE OF FLORIDA

[Signature]
Customer Initials

that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile, the facsimile copy, upon execution by us, shall be binding upon the parties. You agree that the facsimile of a Schedule manually signed by us, when attached to the facsimile copy signed by you, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. **Essentiality.** During the term of this Master Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

19. **Non-Appropriation/Non-Substitution.** (a) If all of the following shall occur: (i) your governing body fails to appropriate sufficient monies in any fiscal year for rentals or other payments due under any Schedule to this Master Agreement for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (ii) other funds are not available for such payments, and (iii) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (b) If a Non-Appropriation occurs, then: (i) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (ii) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Master Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Master Agreement, at your sole expense, in accordance with the terms hereof, and (iii) any Schedule to this Master Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (A) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (B) you shall pay month-to-month rent

at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (c) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

20. **Funding Intent.** You represent and warrant to us that you presently intend to continue this Master Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Master Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Master Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

21. **Authority and Authorization.** (a) You represent and warrant to us that: (i) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (ii) you have the power and authority to enter into this Master Agreement and all Schedules to this Master Agreement; (iii) this Master Agreement and all Schedules to this Master Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (iv) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Master Agreement or any Schedule to this Master Agreement. (b) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us), substantially in the form attached hereto as Exhibit A, confirming the foregoing and other related matters. (c) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Master Agreement and all Schedules thereto. (d) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the dates set forth below.

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

<p>CUSTOMER By: <input checked="" type="checkbox"/> <u>[Signature]</u> Authorized Signer Signature Printed Name: <u>RON E. WILLIAMS</u> Title: <u>Village Manager</u> Date: <u>12/9/10</u> Facsimile Number: <u>(305) 259-1290</u></p>	<p>Accepted by: <u>IKON OFFICE SOLUTIONS, INC.</u> By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____ Facsimile Number: _____</p>
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Exhibit A
Form of Legal Opinion

(This form is not to be executed, but is to be retyped on the letterhead of counsel)

To: IKON OFFICE SOLUTIONS, INC.

RE: Schedule No. _____ ("Schedule") to Master Agreement No. _____ between IKON Office Solutions, Inc. and _____.

Ladies and Gentlemen:

I am counsel to Village of Palmetto Bay (the "Customer"). I am familiar with the above referenced Schedule by and between IKON Office Solutions Inc. ("IKON") and the Customer relating to the lease of certain equipment identified therein (the "Equipment"). Based on my examination of the Schedule and such other documents, records and papers as I deem to be relevant and necessary as the basis for my opinion set forth below, it is in my opinion that:

1. The Customer is a municipal corporation or a lawfully constituted political subdivision or agency thereof and is authorized by the Constitution and laws of the State of Florida to enter into the transaction contemplated by the Schedule and to carry out its obligations thereunder.
2. The Schedule set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement enforceable in accordance with its terms, except as such enforceability may be limited by insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equitable principles
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by the Customer of the Schedule and the transaction contemplated thereby.
4. The entering into and performance of the Schedule and other related documents will not violate any judgment, order, law or regulation applicable to the Customer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Customer or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the Customer is a party or by which it or its assets may be bound.
5. There are no actions, suits or proceedings pending or, to the knowledge of the Customer, threatened against or affecting the Customer in any court or before any government commission, board or authority, which, if adversely determined, will have a material adverse effect on the ability of the Customer to perform its obligation under the Schedule.
6. The Equipment is personal property and, when subject to use by the Customer, will not be or become fixture(s) under the laws of the State where the Customer is using the Equipment.
7. All required public bidding procedures regarding an award of this Schedule have been followed by the Customer.
8. The Customer shall be the only entity to possess, operate and use the Equipment during the Term of the Schedule.

Very truly yours,
By: Eve A. Boltsis
Name: Eve A. BOLTSIS
Title: Village Attorney
Date: 12/8/2010



**Document Efficiency
At Work.®**

A RICOH COMPANY



Choose the supporting document that accommodates your business needs.

SINGLE AGREEMENT INVOICE OPTIONS

The single agreement may have one or many pieces of equipment.

- **STANDARD INVOICE**
This invoice bills you for the equipment payment and maintenance, if applicable, sales tax and property tax. Property tax is assessed by and invoiced in accordance with local jurisdiction and is the responsibility of the equipment user.
- **EQUIPMENT INVOICE SUPPORT (Multi-Asset Billing Support)**
This lists detailed equipment information such as location addresses, serial numbers, and purchase order numbers.
- **DETAILED INVOICE SUPPORT**
You select the order of presentation for seven fields of information, to be displayed in a spreadsheet-style format. Additionally, the total charges could be listed for each piece of equipment. This document can be subtotaled by the category selected as the first field of information.

MULTIPLE AGREEMENT INVOICE OPTIONS

Agreements may have one or many pieces of equipment.

- **STANDARD INVOICE**
This invoice bills you for the equipment payment and maintenance, if applicable, sales tax and property tax. Property tax is assessed by and invoiced in accordance with local jurisdiction and is the responsibility of the equipment user.
- **COMBINED INVOICE**
Customers with multiple agreements have the option of combining all or a portion of their accounts on a single invoice. A multi-agreement billing support document accompanies the invoice. It provides individual equipment information and a breakdown of the total billing for each agreement.
- **DETAILED INVOICE SUPPORT**
You select the order of presentation for seven fields of information, to be displayed in a spreadsheet-style format. Additionally, the total charges could be listed for each piece of equipment. This document can be subtotaled by the category selected as the first field of information.

IMAGE MANAGEMENT INVOICE OPTIONS

Image Management invoices include charges for rent and maintenance, based on customer contracted minimums.

- **STANDARD INVOICE**
This invoice applies to agreements with only one piece of equipment. If there is more than one piece of equipment, the standard invoice can be accompanied by a multi-asset billing support document. This document details location, equipment, and meter information.
- **COMBINED INVOICE**
Customers with multiple agreements have the option of combining all or a portion of their accounts on a single invoice. Image Management agreements that utilize this feature will be accompanied by our detailed invoice support document.
- **DETAILED INVOICE SUPPORT**
This is a spreadsheet-style format, with six fields of information presented in an order selected by you. Meter information details copy allowance and usage. Four additional fields can be displayed in message format. The support document can be subtotaled by the category that is selected as the first field of information.



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**Choose the supporting invoice option
that accommodates your business needs.**

SINGLE AGREEMENT OPTIONS

(may have one or many pieces of equipment)

- Standard Invoice
- Multi-Asset Billing Support
- Detailed Invoice Support
 - ___ Agreement Number
 - ___ Cost Center
 - ___ Location Address
 - ___ Department
 - ___ Purchase Order Number
 - ___ Make/Model
 - ___ Serial Number

MULTIPLE AGREEMENT OPTIONS

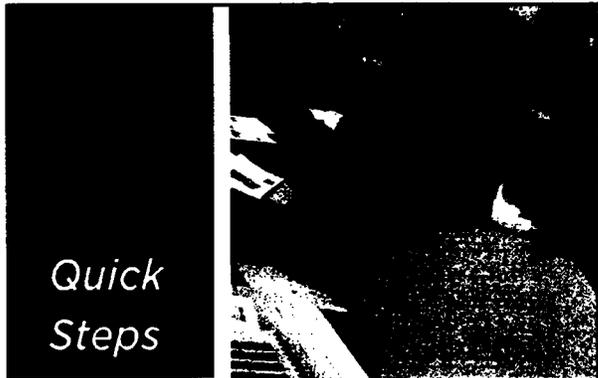
(may have one or many pieces of equipment)

- Combined Agreement Invoice
Multi-Agreement Billing Support
- Detailed Invoice Support
 - ___ Agreement Number
 - ___ Cost Center
 - ___ Location Address
 - ___ Department
 - ___ Purchase Order Number
 - ___ Make/Model
 - ___ Serial Number

IMAGE MANAGEMENT OPTIONS

*(include charges for rent and maintenance,
based on customer contracted minimums)*

- Standard Invoice – Available for single-asset agreements.
It can be accompanied by Detailed Invoice Support.
- Combined Agreement Invoice
- Detailed Invoice Support
 - ___ Agreement Number
 - ___ Purchase Order
 - ___ Model/Serial
 - ___ Location Address
 - ___ Department
 - ___ Effective Date and Term
- Additional Fields (Select up to 4 of 6)
 - ___ Contact Name
 - ___ Equipment ID#
 - ___ Site Information
 - ___ Cost Center
 - ___ Asset Message
 - ___ Months Run



*Quick
Steps*

STEP 1:

Select Option A, B, or C.

STEP 2:

Choose an invoice support option and place a check in the appropriate box.

STEP 3:

Select the order of the fields for sorting by numbering your preferred order, beginning with 1. You may select up to 4 of 6 additional information fields.

STEP 4:

New Customer Information

Preferred Payment Due Date: _____
(1st through 30th)

Payment Method. Please circle one of the following options (invoices are not generated with EFT payment method):

Check EFT ACH

Billing Contact: _____

E-mail Address: _____

Phone Number: _____

(_____) _____ Ext.: _____

A customer service representative may contact you for additional billing information.



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 Village of Palmetto Bay, Florida 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

Village of Palmetto Bay, Florida				Same			
Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
Palmetto Bay		Miami/Dade FL		Palmetto Bay		Miami/Dade FL 33157	
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number			Billing Contact E-Mail Address	

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
One	Ricoh Aficio MP4000

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term <i>(months)</i>
36

Minimum Payment <i>(Without Tax)</i>
\$ 199.27

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

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

Guaranteed Minimum Images**	
Black/White	Color
5000 imp/pm included	

Cost of Additional Images*	
Black/White	Color
\$.0073	

Meter Reading/Billing Frequency
<input checked="" 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

LSW
Customer Initials

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.

CUSTOMER By: <input checked="" type="checkbox"/> <u><i>Ron E. Williams</i></u> Authorized Signer Signature Printed Name: <u>Ron E. Williams</u> Title: <u>Village Manager</u> Date: <u>12/9/10</u>	Accepted by: IKON OFFICE SOLUTIONS, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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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

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.

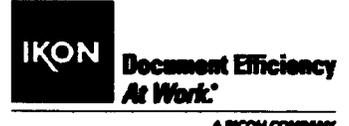
IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Image Management Plus Commitments as of _____

_____, 20____
CUSTOMER *Ron E. Williams*
Name: Ron E. Williams
Title: Village Manager
Date: 12/9/10

IKON OFFICE SOLUTIONS, INC.
By: _____
Name: _____
Title: _____
Date: _____



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 Village of Palmetto Bay, Florida 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

Village of Palmetto Bay, Florida				Same			
Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
Palmetto Bay		Miami/Dade FL 33157		Palmetto Bay		Miami/Dade FL 33157	
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
One	Ricoh Aficio MP4000

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term <i>(months)</i>
36

Minimum Payment <i>(Without Tax)</i>
\$ 199.27

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

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

Guaranteed Minimum Images**	
Black/White	Color
5000 imp/pm included	

Cost of Additional Images*	
Black/White	Color
\$.0073	

Meter Reading/Billing Frequency
<input checked="" 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

1-888-ASK IKON www.ikon.com

[Signature]
Customer Initials

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.

CUSTOMER By: <input checked="" type="checkbox"/> <u>[Signature]</u> Authorized Signer Signature Printed Name: <u>RON E. WILLIAMS</u> Title: <u>Village Manager</u> Date: <u>12/9/10</u>	Accepted by: IKON OFFICE SOLUTIONS, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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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

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____.

<p>CUSTOMER</p> <p><i>[Signature]</i></p> <hr/> <p>Name: <u>Ron E. Williams</u></p> <p>Title: <u>Village Manager</u></p> <p>Date: <u>12/19/10</u></p>	<p>IKON OFFICE SOLUTIONS, INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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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 Village of Palmetto Bay, Florida, 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

Village of Palmetto Bay, Florida				Same			
Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
Palmetto Bay		Miami/Dade FL		Palmetto Bay		Miami/Dade FL	
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number		Billing Contact Facsimile Number		Billing Contact E-Mail Address			

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
One	Ricoh Aficio MPC4000

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)
36

Minimum Payment (Without Tax)
\$ 346.50

Minimum Payment Billing Frequency

Monthly
 Quarterly
 Other: _____

Advance Payment

1st Payment
 1st & Last Payment
 Other: _____

Guaranteed Minimum Images**	
Black & White	Color
3000 imp/pm included	2000 imp/pm included

Cost of Additional Images°	
Black & White	Color
\$.0105	\$.06

Meter Reading/Billing Frequency

Monthly
 Quarterly
 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

WV
Customer Initials

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>CUSTOMER</p> <p>By: <input checked="" type="checkbox"/> <u><i>Ron E. Williams</i></u> <small>Authorized Signer Signature</small></p> <p>Printed Name: <u>Ron E. Williams</u></p> <p>Title: <u>Village Manager</u> Date: <u>12/9/10</u></p>	<p>Accepted by: IKON OFFICE SOLUTIONS, INC.</p> <p>By: _____ <small>Authorized Signer Signature</small></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

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.

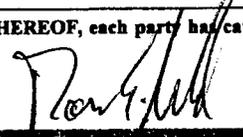
QUALITY ASSURANCE

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

CUSTOMER 

Name: Ron E. Williams
Title: Village Manager
Date: 12/9/10

IKON OFFICE SOLUTIONS, INC.

By: _____
Name: _____
Title: _____
Date: _____



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 Village of Palmetto Bay, Florida _____, 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

Village of Palmetto Bay, Florida				Same				
Customer (Bill To)				Billing Contact Name				
Product Location Address				Billing Address (if different from location address)				
Palmetto Bay		Miami/Dade FL		Palmetto Bay		Miami/Dade FL		
City		County State Zip		City		County State Zip		
Billing Contact Telephone Number			Billing Contact Facsimile Number			Billing Contact E-Mail Address		

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
One	Ricoh Aficio MPC4000

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)
36

Minimum Payment (Without Tax)
\$ 346.50

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

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

Guaranteed Minimum Images**	
Black/White	Color
3000 imp/pm included	2000 imp/pm included

Cost of Additional Images*	
Black/White	Color
\$.0105	\$.06

Meter Reading/Billing Frequency
<input checked="" 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

Customer Initials

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.

CUSTOMER	Accepted by: IKON OFFICE SOLUTIONS, INC.
By: <input checked="" type="checkbox"/> <u><i>Ron E. Williams</i></u> Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: <u>Ron E. Williams</u>	Printed Name: _____
Title: <u>Village Manager</u> Date: <u>12/9/10</u>	Title: _____ Date: _____

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

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

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PERFORMANCE COMMITMENT

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ACCOUNT MANAGEMENT

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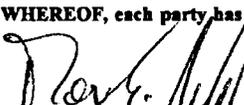
QUALITY ASSURANCE

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MISCELLANEOUS

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

CUSTOMER 
Name: Ron E. Williams
Title: Village Manager
Date: 12/9/10

IKON OFFICE SOLUTIONS, INC.
By: _____
Name: _____
Title: _____
Date: _____

MEMORANDUM

July 23, 2010
M0007-JAG
JAG/995-2414

TO: Mr. Alberto M. Carvalho, Superintendent of Schools

THROUGH: Richard H. Hinds, Chief Financial Officer

FROM: Joseph A. Gomez, Assistant Superintendent
Procurement Management Services

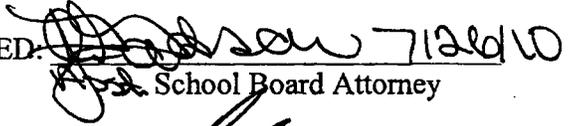
SUBJECT: SUPERINTENDENT'S EXTENSION OF CONTRACTS

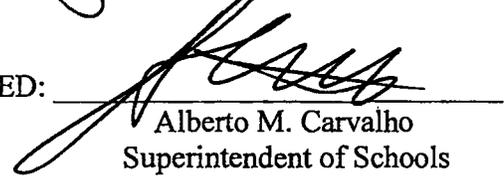
The following contracts are requested to be approved as Superintendent's Extension of Contracts, as authorized by Board Rule 6Gx13- 3C-1.11, Bidding Process. There is no obligation to purchase any amount within the contract period as set forth in the bid solicitation. It is requested that you review and approve the extensions listed below:

<u>CONTRACT NO.</u>	<u>CONTRACT TITLE</u>	<u>AWARD AMOUNT</u>	<u>EXTENSION PERIOD</u>
1. 096-GG09	MAINTENANCE INSPECTION DEFICIENCIES REPAIRS AND RENOVATION	\$1,586,691	08/01/10 – 10/31/10
2. 085-HH07	COLLISION-DAMAGE REPAIRS - HEAVY-DUTY TRUCKS, VANS AND SCHOOL BUSES	\$159,005	08/01/10 – 07/31/11
3. 102-JJ03	FRESH-DELIVERED PRETZEL PRODUCTS	\$80,575	08/01/10 – 07/31/11
4. 011-HH11	AUDIO VISUAL, TELEVISION, PHOTOGRAPHIC AND MISCELLANEOUS EQUIPMENT, SUPPLIES AND INSTALLATION, CATALOG DISCOUNT	\$1,916,268	08/04/10 – 08/03/11
5. 063-HH06	COARSE AGGREGATES, SOIL MIX AND CLAY	\$100,000	08/04/10 – 08/03/11
6. 096-HH01	STUDENT DESKS	\$775,000	08/04/10 – 08/03/11
7. 101-JJ06	ELEVATOR-SERVICE CONTRACT	\$550,000	08/19/10 – 08/18/11

Mr. Alberto M. Carvalho
July 23, 2010
Page 2

<u>CONTRACT NO.</u>	<u>CONTRACT TITLE</u>	<u>AWARD AMOUNT</u>	<u>EXTENSION PERIOD</u>
8. 128-FF11	MULTIFUNCTIONAL DEVICES, COPYING EQUIPMENT, SERVICE AND SUPPLIES	\$628,710	10/01/10 – 12/29/10

REVIEWED:  7/26/10
School Board Attorney

APPROVED: 
Alberto M. Carvalho
Superintendent of Schools

JAG/ae

cc: Mr. Barry S. Meltz

2010 JUL 28 PM 12:11

FINANCIAL SERVICES

CONTRACT EXTENSION SUMMARY

Contract No.: 128-FF11

Contract Title: MULTIFUNCTIONAL DEVICES, COPYING EQUIPMENT,
SERVICE AND SUPPLIES

Recommended Extension Award Amount: \$628,710

Current Extension Amount: \$2,657,157

Original Award Amount: \$6,000,000

Recommended Extension Period: October 1, 2010 – December 29, 2010

Current Extension Period: October 1, 2009 – September 30, 2010

Original Award Period: December 31, 2006 – September 30, 2008

Purpose of Contract: The purpose of this contract is to purchase, lease and maintain, at firm unit prices, quantities, as may be required, of multifunctional devices, copying equipment, service and supplies, for Miami-Dade County Public Schools and various administrative office.

Terms of Contract Award and Extension: Twenty one (21) months, with an option to extend for two (2) additional one (1) year periods and, if needed, an additional ninety (90) days beyond the expiration date.

Vendors Recommended for Contract Extension: Five (5)

Barlop, Inc.
Docutek Imaging Solutions, Inc.
Ikon Office Solutions
Xerox Corporation
T & G Business Products, Inc., d.b.a. TGI Office Automation

Cost Savings: Yes No

Justification: It is considered to be in the best interest of the District to extend this contract for an additional ninety (90) day period, to benefit from fixed prices and continuity of service. Staff has indicated satisfactory performance from the vendors and recommends extension. This is the final extension of the contract. The awardees have agreed to extend for an additional ninety (90) day period, by letter, on file.

Miami-Dade County Public Schools - Copying Equipment, Service and Supplies
 Bid 128-FF11 - Effective 01/01/2007 through 09/30/2008

Class	Vendor	Make/Model	Purchase Price	36 Month Lease Payment	60 Month Lease Payment	Recommended Monthly Volume	Estimated Monthly Supplies	Maintenance Cost per Copy	Estimated Monthly Maintenance	Maximum Monthly Maintenance	Purchase Price for Supplies
1	Barlop	Gastelner DSm716	\$ 1,120.00	n/a	n/a	5,000	\$ 0.00800	\$ 40.00	n/a	n/a	n/a
1	Barlop	Gastelner DSm720	\$ 1,135.00	n/a	n/a	5,000	\$ 0.00800	\$ 40.00	n/a	n/a	n/a
1	Docuteck	Sevin 8016	\$ 1,089.00	n/a	n/a	5,000	\$ 0.00750	\$ 37.50	n/a	n/a	n/a
1-AK	T&G Business Products dba TGI Office Automation	Panasonic DP1620	\$ 899.00	n/a	n/a	5,000	\$ 0.00800	\$ 40.00	n/a	n/a	n/a
2	Barlop	Gastelner DSm725	\$ 3,091.00	n/a	n/a	15,000	\$ 0.00740	\$ 45.00	\$ 45.00	\$ 45.00	n/a
2	Barlop	Gastelner DSm730	\$ 2,980.00	\$ 104.00	n/a	15,000	\$ 0.00740	\$ 45.00	\$ 45.00	\$ 45.00	n/a
2	IKON Office Solutions	Canon IR2020	n/a	\$ 51.00	n/a	16,000	\$ 0.01050	\$ 84.00	\$ 84.00	\$ 84.00	\$ 114.00
2	T&G Business Products dba TGI Office Automation	Panasonic DP2330	\$ 2,985.00	\$ 85.00	n/a	15,000	\$ 0.00750	\$ 84.00	\$ 84.00	\$ 84.00	\$ 50.00
2-AK	IKON Office Solutions	Canon IR2020	\$ 1,643.00	n/a	n/a	15,000	\$ 0.01050	\$ 45.00	\$ 45.00	\$ 45.00	\$ 114.00
2-AK	Barlop	Gastelner DSm726	n/a	\$ 109.00	n/a	30,000	\$ 0.00700	\$ 112.00	\$ 112.00	\$ 112.00	\$ 41.00
3	Barlop	Gastelner DSm735	\$ 3,705.00	\$ 131.00	n/a	30,000	\$ 0.00730	\$ 109.50	\$ 109.50	\$ 109.50	\$ 70.00
3	IKON Office Solutions	Canon IR2035	n/a	n/a	\$ 79.00	30,000	\$ 0.00730	\$ 109.50	\$ 109.50	\$ 109.50	\$ 50.00
3	T&G Business Products dba TGI Office Automation	Gastelner DSm736	\$ 3,995.00	\$ 115.00	\$ 75.00	30,000	\$ 0.00700	\$ 100.00	\$ 100.00	\$ 100.00	\$ 75.00
3	T&G Business Products dba TGI Office Automation	Panasonic DP3530	\$ 3,995.00	\$ 115.00	\$ 75.00	30,000	\$ 0.00700	\$ 109.50	\$ 109.50	\$ 109.50	\$ 70.00
3-AK	IKON Office Solutions	Ricoh 3035	\$ 3,863.00	\$ 114.00	n/a	30,000	\$ 0.00700	\$ 112.00	\$ 112.00	\$ 112.00	\$ 41.00
3-AK	Barlop	Gastelner DSm735	n/a	n/a	\$ 83.00	50,000	\$ 0.00390	\$ 136.50	\$ 136.50	\$ 136.50	\$ 41.00
4	Barlop	Gastelner DSm755sp	\$ 7,027.00	n/a	n/a	50,000	\$ 0.00340	\$ 136.00	\$ 136.00	\$ 136.00	\$ 114.11
4	IKON Office Solutions	Canon IR5070	\$ 8,158.00	n/a	\$ 174.00	50,000	\$ 0.00370	\$ 148.00	\$ 148.00	\$ 148.00	\$ 114.11
4	IKON Office Solutions	Ricoh 6500	\$ 7,285.00	\$ 232.00	\$ 155.00	50,000	\$ 0.00370	\$ 148.00	\$ 148.00	\$ 148.00	\$ 114.11
4	Miami Office Systems dba MOS Imaging Systems	Sharp AR1650N	n/a	\$ 228.14	n/a	50,000	\$ 0.00400	\$ 160.00	\$ 160.00	\$ 160.00	\$ 62.00
4	T&G Business Products dba TGI Office Automation	Panasonic DP6030	n/a	\$ 185.00	\$ 110.00	80,000	\$ 0.00750	\$ 195.00	\$ 195.00	\$ 195.00	\$ 65.00
4-AK	Barlop	Gastelner DSm755p	\$ 9,125.00	n/a	n/a	50,000	\$ 0.00390	\$ 138.50	\$ 138.50	\$ 138.50	\$ 41.00
4-AK	Barlop	Gastelner DSm755sp	n/a	\$ 247.10	\$ 173.30	50,000	\$ 0.00390	\$ 138.50	\$ 138.50	\$ 138.50	\$ 41.00
5	Barlop	Gastelner DSm75p	\$ 9,125.00	\$ 321.00	\$ 222.00	100,000	\$ 0.00380	\$ 204.00	\$ 204.00	\$ 204.00	\$ 41.00
5	Barlop	Gastelner DSm790	\$ 13,862.00	n/a	n/a	100,000	\$ 0.00310	\$ 248.00	\$ 248.00	\$ 248.00	\$ 118.12
5	Docuteck Imaging Solutions	Sevin 8075p	\$ 11,028.00	\$ 350.18	\$ 248.63	100,000	\$ 0.00370	\$ 277.50	\$ 277.50	\$ 277.50	\$ 40.00
5	T&G Business Products dba TGI Office Automation	Gastelner DSm775	n/a	\$ 275.00	\$ 185.00	100,000	\$ 0.00450	\$ 325.00	\$ 325.00	\$ 325.00	\$ 50.00
5-AK	T&G Business Products dba TGI Office Automation	Gastelner DSm775	\$ 9,800.00	n/a	n/a	100,000	\$ 0.00450	\$ 325.00	\$ 325.00	\$ 325.00	\$ 50.00
5-AK	IKON Office Solutions	Ricoh 7500	n/a	\$ 297.00	\$ 205.00	100,000	\$ 0.00410	\$ 369.00	\$ 369.00	\$ 369.00	\$ 114.11
6	Barlop	Gastelner DSm790	\$ 13,862.00	n/a	n/a	300,000	\$ 0.00310	\$ 344.00	\$ 344.00	\$ 344.00	\$ 111.15
6	IKON Office Solutions	Canon IR7096	\$ 14,574.00	\$ 451.00	\$ 311.00	300,000	\$ 0.00344	\$ 376.00	\$ 376.00	\$ 376.00	\$ 114.11
6	IKON Office Solutions	Ricoh MP8000	\$ 13,948.00	\$ 432.00	\$ 298.00	300,000	\$ 0.00300	\$ 376.00	\$ 376.00	\$ 376.00	\$ 114.11
6	T&G Business Products dba TGI Office Automation	Gastelner DSm790	n/a	\$ 425.00	\$ 285.00	300,000	\$ 0.00350	\$ 400.00	\$ 400.00	\$ 400.00	\$ 75.00
6-AK	T&G Business Products dba TGI Office Automation	Gastelner DSm790	\$ 14,500.00	n/a	n/a	300,000	\$ 0.00350	\$ 400.00	\$ 400.00	\$ 400.00	\$ 75.00
6-AK	Barlop	Gastelner DSm790	n/a	\$ 488.00	\$ 398.00	300,000	\$ 0.00310	\$ 360.00	\$ 360.00	\$ 360.00	\$ 118.12
7	Barlop	Gastelner DSm710	\$ 18,985.00	\$ 599.00	\$ 414.00	375,000	\$ 0.00280	\$ 682.50	\$ 682.50	\$ 682.50	\$ 118.12
7	IKON Office Solutions	Canon IR7105	\$ 18,459.00	n/a	n/a	375,000	\$ 0.00306	\$ 698.50	\$ 698.50	\$ 698.50	\$ 111.15
7	IKON Office Solutions	Ricoh MP1100	\$ 17,928.00	\$ 555.00	\$ 383.00	375,000	\$ 0.00308	\$ 698.50	\$ 698.50	\$ 698.50	\$ 114.13
7	T&G Business Products dba TGI Office Automation	Gastelner DSm710	n/a	\$ 525.00	\$ 350.00	375,000	\$ 0.00350	\$ 700.00	\$ 700.00	\$ 700.00	\$ 75.00
7-AK	T&G Business Products dba TGI Office Automation	Gastelner DSm710	\$ 17,995.00	n/a	n/a	375,000	\$ 0.00350	\$ 700.00	\$ 700.00	\$ 700.00	\$ 75.00
7-AK	IKON Office Solutions	Canon IR7105	n/a	\$ 572.00	\$ 394.00	375,000	\$ 0.00305	\$ 688.50	\$ 688.50	\$ 688.50	\$ 111.15

Class	Vendor	Make/Model	Purchase Price	36 Month Lease Payment	60 Month Lease Payment	Recommended Monthly Volume	Estimated Monthly Supplies	Maintenance Cost per Copy Charge	Estimated Monthly Maintenance	Maximum Monthly Maintenance	Purchase Price for Staples
B	Barlog	Gestetner DS7135	\$ 24,148.00	\$ 588.00	\$ 588.00	750,000	-	\$ 0.00260	\$ 1,500.00	\$ 1,500.00	\$ 118.12
B	IKON Office Solutions	Canon IR126VP	\$ 15,000.00	\$ 2,630.00	\$ 2,630.00	750,000	-	\$ 0.00320	\$ 2,400.00	n/a	\$ 148.90
B	IKON Office Solutions	Ricoh MP1350	\$ 24,055.00	\$ 513.00	\$ 513.00	750,000	-	\$ 0.00300	\$ 1,350.00	\$ 1,350.00	\$ 114.13
B - All	Xerox	Xerox Nuvera 144	\$ 203,400.00	n/a	n/a	750,000	-	\$ -	\$ -	\$ -	\$ -
Color 1	Barlog	Gestetner DSc435	\$ 7,382.00	\$ 260.00	\$ 260.00	25,000	-	\$ 0.05300	\$ 781.25	\$ 781.25	\$ 41.00
Color 1	Barlog	Gestetner DSc445	\$ 7,546.00	\$ 265.31	\$ 265.31	25,000	-	\$ 0.05300	\$ 781.26	\$ 781.26	\$ 41.00
Color 1	IKON Office Solutions	Ricoh 3235C	\$ 6,295.00	\$ 195.00	\$ 195.00	25,000	-	\$ 0.06000	\$ 750.00	\$ 750.00	\$ 45.00
Color 1 - All	IKON Office Solutions	Canon IR2820	\$ 6,600.00	\$ 205.00	\$ 205.00	25,000	-	\$ 0.08000	\$ 750.00	\$ 750.00	\$ 45.00
Color 2	Barlog	Gestetner DSc445	\$ 7,546.00	\$ 265.31	\$ 183.52	35,000	-	\$ 0.05300	\$ 1,250.00	\$ 1,250.00	\$ 41.00
Color 2	IKON Office Solutions	Canon C4080	\$ 8,197.00	\$ 195.00	\$ 197.00	35,000	-	\$ 0.08000	\$ 1,050.00	\$ 1,050.00	\$ 45.00
Color 2	IKON Office Solutions	Ricoh 3245C	\$ 7,777.00	\$ 284.00	\$ 135.00	35,000	-	\$ 0.06000	\$ 1,050.00	\$ 1,050.00	\$ 45.00
Color 2 - All	Barlog	Gestetner DSc460	\$ 15,100.00	\$ 531.00	\$ 367.24	35,000	-	\$ 0.05000	\$ 1,190.00	\$ 1,190.00	\$ 41.00
Color 3	Barlog	Gestetner DSc460	\$ 15,100.00	\$ 531.00	\$ 367.24	100,000	-	\$ 0.05000	\$ 2,975.00	\$ 2,975.00	\$ 41.00
Color 3	Barlog	Gestetner DSc555	\$ 16,400.00	\$ 577.00	\$ 399.00	100,000	-	\$ 0.05000	\$ 2,975.00	\$ 2,975.00	\$ 41.00
Color 3	IKON Office Solutions	CPP500C	\$ 24,059.00	\$ 744.00	\$ 514.00	100,000	-	\$ 0.04500	\$ 2,250.00	\$ 2,250.00	\$ 90.00
Color 3 - All	IKON Office Solutions	Ricoh 3280C	\$ 24,055.00	\$ 744.00	\$ 513.00	100,000	-	\$ 0.06000	\$ 3,000.00	\$ 3,000.00	\$ 45.00

Comments:

- 1 12 Month Warranty
- 2 9 Month Warranty
- 3 6 Month Warranty

Vendor	Phone Number	Contact
Barlog, Inc. - vendor number 000049819	(305) 594-0470	Alberto Perez, Sales Representative
Docutech Imaging Solutions, Inc. - vendor number 0001321025	(305) 818-233	Robert De La Cruz
IKON Office Solutions - vendor number 0002242444	(800) 789-8540 x7885	Alan Hansel, Major Account Manager
Miami Office Systems dba MOS Imaging Systems - vendor number 0002677748	305-558-2721	Luis Gonzalez
T & G Business Products, Inc. dba TGI Office Automation - vendor number 0004146793	(800) 484-0384 x111	Dionne Grasso
Xerox Corporation - vendor number 0004588018		

Credit Application

Number: _____



**Document Efficiency
At Work.**

A RICOH COMPANY

CUSTOMER INFORMATION

Business Legal Name: VILLAGE OF PALMETTO BAY
 Address: 9705 E. Hibiscus St City: PALMETTO BAY State: FL Zip: 33157
 County: MIAMI DADE Phone: 305-259-1234 Tax ID: 05-0541068
 Trade Style/DBA Name: _____ Nature of Business: GOVERNMENT

Type of Business:

Non-Profit Proprietorship Partnership Private Corp Public Corp Date Established: 9/2002

D&B Rating: AA D&B Number: 16-624-0239 Marketplace: _____

BANK REFERENCES

Bank Name / Branch	Contact Officer	Phone	Account No.	CK	SV	LN
<u>SUNSTATE BANK SHIRLEY HERNON</u>		<u>305-256-0900</u>	<u>8001539</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Current IKON Customer? Yes No

TRADE REFERENCES

Firm Name	Contact	City, State	Phone	Account No.
<u>OFFICE DEPOT</u>			<u>800-721-6592</u>	<u>35288915</u>

PRINCIPALS/OWNERS

Full Name	Title	Address	City	State	Zip	SSN
<u>N/A</u>						

PRODUCTS

IKON Supplier: _____ Product Description: _____

Sales Professional: _____ Location: _____ Term in Months: _____

Payments: Monthly Quarterly Other Payment Amount \$ _____

By signing below, you affirm that the information provided above is true and correct to the best of your knowledge and agree that IKON Financial Services, IKON Office Solutions and/or their respective designees (and any assignee or potential assignee thereof), may conduct a credit investigation contacting the above references, and order a consumer credit report(s) where a personal guaranty may be required. A photo static or facsimile copy of this authorization shall be valid as the original. Provided credit is granted, we may without further notice to you, use or request subsequent credit bureau reports (1) to update our information, (2) in connection with a renewal or extension, (3) in connection with your request for additional services.

If your revenues are less than \$1 million, and the application for business credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain that statement, please contact our Customer Service Manager within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract).

BANK AND TRADE CREDIT INFORMATION RELEASE AUTHORIZATION

To: The bank and trade reference(s) shown above:

Please accept this authorization to disclose to IKON Financial Services, IKON Office Solutions and/or their respective designees (and any assignee or potential assignee thereof), customer information you would normally release to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship.

AUTHORIZED SIGNATURE

X [Signature]
 Name DESMOND CITIN
 Title FINANCE DIR
 Date 12/9/10