

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Approve IKON Office Solutions, Inc., Image Management Plus Commitments Document for Transit

REQUESTED ACTION: Approve IKON Office Solutions, Inc., Image Management Plus Commitments Document for Transit

Work Session (Report Only) **DATE OF MEETING:** 10/27/09
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: Budget & Purchasing _____

BUDGET IMPACT: _____
 Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:
IKON Office Solutions, Inc., incorporated a new document during August 2009 that applies to the departments that wish to have one payment that will include service. The Image Management Plus Commitments document refers to additional provisions on the service component only and the flexibility in case the volume should increase or decrease, etc. This document requires authorization with each Product Schedule of this type in which protects the County with additional images that might occur.

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. The Service Commitments are only applicable to the equipment ("Equipment") described in the Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers. The Service Commitments are effective on the date the Equipment is accepted by you and apply during IKON's normal business hours, excluding weekends and IKON recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Cost Per Image and the Cost of Additional Images, as described on the Schedule, will not increase in price during the Minimum Term of the Schedule, unless agreed to in writing and signed by both parties.

EQUIPMENT SERVICE AND SUPPLIES

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

RESPONSE TIME COMMITMENT

IKON will provide a quarterly average response time of 2 to 6 hours for all service calls located within a 30-mile radius of any IKON office, and 4 to 8 hours for service calls located within a 31-60 mile radius for the term of the Schedule. Response time is measured in aggregate for all Equipment covered by the Schedule. If this response time guarantee is not met, a credit equal to \$100 toward your next purchase from IKON will be made available upon your request. Credit requests must be made in writing via registered letter to the address specified in the "Quality Assurance" section.

UPTIME PERFORMANCE COMMITMENT

IKON will service the Equipment to be Operational with a quarterly uptime average of 95% (based on all Equipment) during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON and will end when the Equipment is again Operational. You agree to make the Equipment available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Schedule to which these Service Commitments relate, IKON will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, IKON will, on a quarterly basis, present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images requires a new Schedule that must be agreed to and signed by both parties. The new Schedule may not be less than the remaining term of the existing Schedule but may be extended for a term up to 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower cost per image and payment. Image decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of amendment.

EQUIPMENT AND PROFESSIONAL SERVICES UPGRADE OPTION

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

or Professional Services with additional features or enhanced technology. A new Schedule for not less than the remaining term of the existing Schedule, must be agreed to and signed by you and us. The Image Management Cost Per Image, the Cost of Additional Images and the Minimum Payment of the new Schedule will be based on any obligations remaining on the Equipment, the added equipment and new image volume commitment.

PERFORMANCE COMMITMENT

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

QUALITY ASSURANCE

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

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Equipment will ONLY be serviced by an "IKON Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, IKON may place automated meter reading units on imaging devices, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

<p>IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Image Management Plus Commitments as of _____, 20__.</p>	
<p>CUSTOMER</p>	<p>IKON OFFICE SOLUTIONS, INC.</p>
<p>By: _____ Name: Title: Date:</p>	<p>By: _____ Name: Title: Date:</p>