

P04-0060



**Document Efficiency
At Work.™**

**DUPLICATE
ORIGINAL**

IKON Office Solutions, Inc.
1910 W. University Dr.
Tempe, AZ 85281-3262
Telephone 480-379-7400
Fax 480-379-8657
www.ikon.com

Pursuant to State of Arizona Procurement contract number YH04-0014, administered by the Arizona Health Care Cost Containment System Administration, the City of Peoria, Arizona elects to utilize the contract for the services outlined below.

From tab "Optional Services & Pricing Tab F", page 1:

Option (1) with Mail Services/Courier: Includes the following:

- 250,000 copy center impressions
- (3) Full-time employees
- All black and white copy overages at \$.0085
- All color copies at \$.125
- New Center Equipment Includes:
 - Canon IR 105 w/ punch finisher; paper deck; network multi PDL; Power filter
 - Canon IR 8500 w/ finisher K1; power filter; network multi- PDL
 - Canon IR 5100 w/ RDF-E3; power filter; color pass Z7000
 - Magna punch unit
 - Electric paper drill
 - Paper cutter

Existing Equipment Includes:
(1) Mita large format copier

Contract Duration: April 1, 2004 through March 31, 2009

Total Monthly Base Fee for Copy/Mail/Messenger/Courier Services: \$14,359.25

***Total Monthly Base Management Fee for convenience copiers: \$ 2,517.15**

Total Monthly Base Management Fees: \$16,876.40

City of Peoria, a municipal corporation



APPROVED BY:

Terrence L. Ellis
Terrence L. Ellis, City Manager

3-17-04
Date

Mary Jo King
Mary Jo King, City Clerk

3-17-04
Date

APPROVED AS TO FORM:

Stephen M. Kemp
Stephen M. Kemp, City Attorney Date

PEORIA, AZ OFFICIAL FILE: _____

CC: 104-4C EFF. DATE: _____

CONTRACT: _____

Robert Koether
Robert Koether, IKON Marketplace Vice President

3/3/04
Date

L CON 03304

*See attachment for convenience copier details and individual pricing



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From tab "Optional Services & Pricing Tab F, page 8:

Location	IKON Replacement	Lease Price	Purchase Price
Engineering	Canon IR 3300	\$ 157.59	\$ 7,540.00
I.S.&T	Canon IR 3300 w/fax	\$ 174.61	\$ 8,354.00
Attorneys	Canon IR 3300	\$ 157.59	\$ 7,540.00
Fire Administration	Canon IR 3300 w/fax	\$ 174.61	\$ 8,354.00
Criminal Division	Canon IR 3300	\$ 157.59	\$ 7,540.00
Mayor	Canon IR 3300	\$ 157.59	\$ 7,540.00
Moc/Water	Canon IR 3300	\$ 157.59	\$ 7,540.00
Materials Management	Canon IR 3300 with fax/print	\$ 259.83	\$ 12,432.00
Human Resources	Canon IR 3300	\$ 157.59	\$ 7,540.00
Police Administration	Canon IR 3300	\$ 157.59	\$ 7,540.00
Police Substation	Canon IR 3300	\$ 157.59	\$ 7,540.00
Building Safety	Canon IR 3300 w/fax	\$ 174.61	\$ 8,354.00
Customer Service	Canon IR 3300	\$ 157.59	\$ 7,540.00
Planning Utilities	Canon IR 3300	\$ 157.59	\$ 7,540.00
Police Records	Canon IR 3300	\$ 157.59	\$ 7,540.00

All Convenience Copies at \$.015

Recommended Solution



Revised 2-18-04

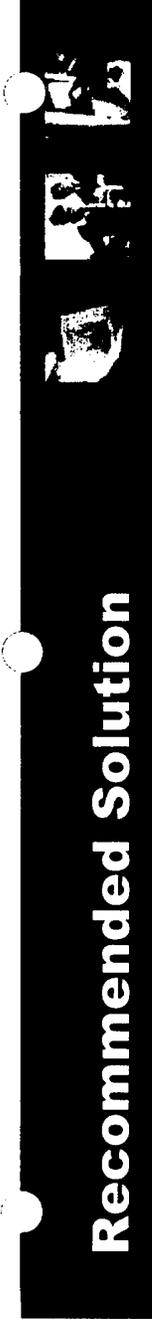
Option 1 with Mail/Messenger Services:

- (2) Production Copiers/Printers (105 & 85+ ppm)
- (1) Color High Production Color Copier/Printer (50 ppm)
- All required finishing equipment (binders, drill, cutters)
- (3) Full-time Production Specialists
 - Site Supervisor
 - (2) Dedicated copy/mail service specialists
- 250,000 copy center impressions, overage at .0085 (w/paper)
- All Color Copies at .125 (with paper)
- All convenience copies at .015 (with paper)

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Recommended Solution



Revised 2-18-04

Copy Rate Comparison:

Black & White Copy Center Rate Decreases from .025 to .0085 (66% reduction)

Avg. Volume in 2003: 228,000
Avg. Center Cost @ 228,000: \$5,700.00
New Center Cost @ 228,000: Included
Monthly Savings with new rate: \$5,700.00

Color Copy Rate decreases from .65 to .125 (80% reduction)

Avg. Volume in 2003: 4,555
Avg. Color Cost @ 4,555: \$2,961.75
New Color Cost @ 4,555: \$569.38
Monthly Savings with new rate: \$2,392.37

Convenience Copy Rate Decreases from .025 to .015 (40% reduction)

Avg. Volume in 2003: 196,046
Avg. Conv. Cost @ 196,046: \$4,901.15
New Conv. Cost @ 196,046: \$2,940.69
Monthly Savings with new rate: \$1,960.46

Total Monthly Savings with new rates: \$10,592.83

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Recommended Replacement Copiers

Location	Current Volume	Current Make/Model	IKON Replacement	Purchase Price
Engineering	312,392	Canon GP200	Canon IR 3300	\$ 7,540.00
I.S.&T	300,634	Canon GP200	Canon IR 3300 w/fax	\$ 8,354.00
Attorneys	383,839	Canon GP200	Canon IR 3300	\$ 7,540.00
Fire Administration	461,265	Canon GP200	Canon IR 3300 w/fax	\$ 8,354.00
Criminal Division	306,277	Ricoh 400	Canon IR 3300	\$ 7,540.00
Mayor	317,525	Ricoh 400	Canon IR 3300	\$ 7,540.00
Moc/Water	336,528	Ricoh 400	Canon IR 3300	\$ 7,540.00
Materials Management	571,125	Canon 400s	Canon IR 3300 W/fax/print	\$ 12,432.00
Human Resources	505,259	Ricoh 450	Canon IR 3300	\$ 7,540.00
Police Administration	522,126	Canon 400s	Canon IR 3300	\$ 7,540.00
Police Substation	315,302	Ricoh 6645	Canon IR 3300	\$ 7,540.00
Building Safety	315,270	Ricoh 450	Canon IR 3300 w/fax	\$ 8,354.00
Customer Service	324,586	Ricoh 450	Canon IR 3300	\$ 7,540.00
Planning Utilities	336,991	Ricoh 450	Canon IR 3300	\$ 7,540.00
Police Records	755,532	Canon 400s	Canon IR 3300	\$ 7,540.00
Council Chambers	378,640	Ricoh 4727	Canon GP 200 from Engineering	\$ -

Copier Summary: (15) New 33 page per minute digital copiers; (3) with built in fax option; (1) with built in fax & print option.



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Revised 2-18-04

Total Solution Overview



Copy Center Base:	60 Month	\$14,359.25* →	Includes: (3) full-time employees; (2) High Production Digital Copier/Printers; (1) New High Production Color Copier/Printer; New Finishing Equipment (binders, cutters, drills); 250K copies; <i>Black & White averages at .008; Color copies at .12</i>
Convenience Base:		\$2,517.15 →	Includes: (15) New Digital Copiers; (3) with built in fax option; (1) with built in fax and print board. <i>All copies at .015</i>
New Combined Base:		\$16,876.40	
Current Combined Base:		\$15,606.13	

IKON Proposes including the lease payment for the Mita large format copier in the base management fee, at no additional cost, for the next 24 months. By 4-1-06, the machine should be replaced and removed. The City of Peoria has the option to purchase the Mita large format copier for \$3,000.00, at the conclusion of the existing contract, on March 1, 2004. On March 1, 2006, the City will receive a \$175.00 reduction with the elimination of the Mita large format copier.

*Corrected to include connectivity for Canon color Machine

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Revised 2-10-04

Typical Benefits of Outsourcing



- Single point of accountability
- Focus on facilities management as core competency
- Management of all devices (*copy/fax/mail/Equitrac/HP printers*)
- Quality employees (*structured employee development programs*)
- Proven methodology (*implementation, transitional, operational*)
- Back-up support coverage
- Technology services

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Benefits with IKON



- Single largest distributor of Canon and Ricoh products
- Largest number of management services employees in Arizona, 200+
- Lowest turnover % in industry, 14% in 2003
- Tenured staff with 6.5 years average employment
- IKON employed back-up support, floating pool ratio 1:11
- All on-site staff cross-trained in site services
- Local decision-making
- Single source for service (*copiers, fax, HP printers*)
- Professional analysts and technology resources with supplier choices
- IKON back-up production facilities: Legal Document Services and Business Document Services in Phoenix

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IKON's State of AZ Services

- Copy Center Services
- Mail Center Services
- Fleet Management for Copiers, Printers, Fax
- Convenience Copiers (Segment 1 – 6) Purchase, leases 36-60 months
- Printers, purchase, leases 36-60
- Enablers, Cost Control Devices, Coin-ops
- Scan to file programs



THANK YOU



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CITY OF PEORIA
Pricing Options for
Additional Equipment
(revised 11/13/03)

IKON Office Solutions
 1910 W University
 Tempe, AZ 85281-3262
 480-894-6200
 www.ikon.com

CANON IMAGERUNNER 1310/1330/1370F DIGITAL SYSTEMS
13 Pages Per Minute

The following configurations have been created for ease of selection and for the most common uses. Additional options and customized product selection beyond these standard configurations can be selected using our Comprehensive Pricing later in this document.

<u>Standard Configurations</u>	<u>Purchase Price</u>	<u>36 Month Lease</u>	<u>48 Month Lease</u>	<u>60 Month Lease</u>
16MB or copier memory, a copy resolution of 1200 x 600 and a print resolution of 2400 x 600 dpi, a 500-sheet user-adjustable paper cassette and a 100-sheet Stack Bypass for transparencies, letterhead and specialty stock				
ImageRUNNER 1310	\$1,143	\$37.83	\$31.31	\$27.31
Platen Cover				
Delivery and Installation				
ImageRUNNER 1330	\$1,450	\$48.00	\$39.73	\$34.66
Automatic Document Feeder				
Delivery and Installation				
ImageRUNNER 1370F with Fax	\$1,750	\$57.93	\$47.95	\$41.83
Automatic Document Feeder				
Super G3 Fax Unit				
Delivery and Installation				
Optional Equipment				
Print Option	\$277	\$9.17	\$7.59	\$6.62
500 Sheet Cassette	\$69	\$2.27	\$1.88	\$1.64
Cabinet	\$119	\$3.92	\$3.25	\$2.83



CITY OF PEORIA

**Pricing Options for
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(revised 11/13/03)**

IKON Office Solutions
1910 W University
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CANON IMAGERUNNER 1600/2000/2010F DIGITAL SYSTEMS
16 or 20 Pages Per Minute

The following configurations have been created for ease of selection and for the most common uses. Additional options and customized product selection beyond these standard configurations can be selected using our Comprehensive Pricing later in this document.

<u>Standard Configurations</u>	<u>Purchase Price</u>	<u>36 Month Lease</u>	<u>48 Month Lease</u>	<u>60 Month Lease</u>
Scan Once Print Many, Copy Reservation, Two-Page Separation, Image Combination and 1200 dpi x 600 dpi for copying and an impressive 2400 dpi x 600 dpi for printing. Comes standard with a 250-sheet front loading cassette and a 100-sheet bypass				
ImageRUNNER 1600 - 16 ppm	\$2,854	\$94.48	\$78.21	\$68.22
Automatic Document Feeder				
250-Sheet Cassette				
Finisher				
Delivery and Installation				
ImageRUNNER 2000 - 20 ppm	\$3,354	\$111.03	\$91.91	\$80.17
Automatic Document Feeder				
2 x 250-Sheet Cassette				
Finisher				
Delivery and Installation				
ImageRUNNER 2010F with Fax - 20 ppm	\$4,354	\$144.13	\$119.31	\$104.07
Automatic Document Feeder				
2 x 250-Sheet Cassette				
Finisher				
Super G3 Fax Unit				
Delivery and Installation				
Optional Equipment				
Inner 2-Way Tray	\$191	\$6.34	\$5.25	\$4.58
Cassette Feeding Module-F1	\$353	\$11.68	\$9.67	\$8.43
Cassette Feeding Module-G1	\$610	\$20.19	\$16.71	\$14.58
Cassette Feeding Module-H1	\$874	\$28.94	\$23.96	\$20.90
Large Cabinet	\$120	\$3.97	\$3.29	\$2.87
Small Cabinet	\$120	\$3.97	\$3.29	\$2.87
FL Cassette-W1	\$91	\$3.03	\$2.51	\$2.19
Printing Option				
Printer Board	\$424	\$14.04	\$11.63	\$10.14
Network Interface Adaptor	\$357	\$11.82	\$9.79	\$8.54
10GB Hard Disk HD-65 (for Printer Board-N1)	\$493	\$16.31	\$13.50	\$11.78
Flash ROM Module FR-65	\$69	\$2.27	\$1.88	\$1.64
PS Module-B1	\$371	\$12.29	\$10.18	\$8.88
Facsimile Option				
Super G3 Fax Expansion Kit-B1	\$629	\$20.81	\$17.22	\$15.02



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Pricing Options for
Additional Equipment
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IKON Office Solutions
1910 W University
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CANON IMAGERUNNER 2200/2800 DIGITAL SYSTEMS
22 or 28 Pages Per Minute

The following configurations have been created for ease of selection and for the most common uses. Additional options and customized product selection beyond these standard configurations can be selected using our Comprehensive Pricing later in this document.

Standard Configurations	Purchase Price	36 Month Lease	48 Month Lease	60 Month Lease
1200 x 600 dpi at 256 levels of grayscale for copying and 2400 x 600 dpi resolution for network printing. Scan Once - Print Many, standard Automatic Trayless Duplexing, a standard paper capacity of 1,050 sheets (upgradeable to 4,550 sheets)				
ImageRUNNER 2200 - 22 ppm Automatic Document Feeder Finisher Cabinet Delivery and Installation	\$5,209	\$157.30	\$126.57	\$108.86
ImageRUNNER 2220 with Print - 22 ppm Automatic Document Feeder Finisher Cabinet Print Kit Connectivity Services Delivery and Installation	\$6,804	\$205.47	\$165.33	\$142.19
ImageRUNNER 2800 - 28 ppm Automatic Document Feeder Finisher Cabinet Delivery and Installation	\$5,951	\$179.73	\$144.62	\$124.38
ImageRUNNER 2800 with Print - 28 ppm Automatic Document Feeder Finisher Cabinet Print Kit Connectivity Services Delivery and Installation	\$7,752	\$234.11	\$188.38	\$162.02
Optional Equipment				
Saddle Finisher with Inner 2-Way Tray	\$2,623	\$79.21	\$63.74	\$54.82
Puncher Unit	\$514	\$15.53	\$12.50	\$10.75
Inner 2-Way Tray with Copy Tray	\$1,166	\$35.20	\$28.33	\$24.36
Cassette Feeding Unit	\$1,166	\$35.20	\$28.33	\$24.36
Paper Deck	\$1,671	\$50.48	\$40.62	\$34.83
Token Ring-A1 Set	\$961	\$29.04	\$23.36	\$20.09
Envelope Feeder Attachment-B1	\$89	\$2.67	\$2.15	\$1.85
Cassette-V1 (Small Size)	\$111	\$3.37	\$2.71	\$2.33
Cassette-U1 (Large Size)	\$111	\$3.37	\$2.71	\$2.33
Facsimile Option				
Super G3 Fax Board-J1	\$764	\$23.08	\$18.57	\$15.97



CITY OF PEORIA
**Pricing Options for
 Additional Equipment**
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CANON IMAGERUNNER 3300/3300i DIGITAL SYSTEMS
 33 Pages Per Minute

The following configurations have been created for ease of selection and for the most common uses. Additional options and customized product selection beyond these standard configurations can be selected using our Comprehensive Pricing later in this document.

Standard Configurations	Purchase Price	36 Month Lease	48 Month Lease	60 Month Lease
Standalone digital copier, supporting many advanced copying features, as well as the local scanning of documents into an internal image server Mailbox system. Easily add network printing, Super G3 Fax capabilities, and network scanning as needed. Standard internal 5.1GB Image Server with 128MB RAM, Scan Once - Print Many, Copy Reservation, Job Build, Confidential Mailboxes. Standard Automatic Trayless Duplexing, 4,550-sheet maximum paper capacity.				
ImageRUNNER 3300	\$7,540	\$227.71	\$183.22	\$157.59
Duplexing Automatic Document Feeder Finisher Cassette Feeding Unit Delivery and Installation				
ImageRUNNER 3300i MFP Set with Printing Kit	\$11,618	\$350.86	\$282.31	\$242.81
Duplexing Automatic Document Feeder Finisher Cassette Feeding Unit Network Multi-PDL Print Kit 10-User License of eCopy Desktop Software Netspot Console and Job Monitor Connectivity Services Delivery and Installation				
ImageRUNNER 3300i Printer Only	\$6,464	\$195.22	\$157.08	\$135.10
Network Multi-PDL Print Kit 10-User License of eCopy Desktop Software Netspot Console and Job Monitor Connectivity Services Delivery and Installation				
Optional Equipment				
Saddle Finisher with Inner 2-Way Tray	\$2,623	\$79.21	\$63.74	\$54.82
Puncher Unit	\$514	\$15.53	\$12.50	\$10.75
Inner 2-Way Tray with Copy Tray	\$371	\$11.22	\$9.03	\$7.78
Cassette Feeding Unit	\$1,166	\$35.20	\$28.33	\$24.36
Paper Deck	\$1,671	\$50.48	\$40.62	\$34.93
Token Ring-A1 Set	\$961	\$29.04	\$23.36	\$20.09
Envelope Feeder Attachment-B1	\$89	\$2.67	\$2.15	\$1.85
Cassette-V1 (Small Size)	\$111	\$3.37	\$2.71	\$2.33
Cassette-U1 (Large Size)	\$111	\$3.37	\$2.71	\$2.33
Document Tray Type-D2	\$53	\$1.60	\$1.28	\$1.10
Facsimile Option	\$814	\$24.59	\$19.79	\$17.02
Super G3 Fax Board Connectivity Services				



CITY OF PEORIA
Pricing Options for
Additional Equipment
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CANON IMAGERUNNER 5000/6000 DIGITAL SYSTEMS
 50 or 60 Pages Per Minute

The following configurations have been created for ease of selection and for the most common uses. Additional options and customized product selection beyond these standard configurations can be selected using our Comprehensive Pricing later in this document.

Standard Configurations	Purchase Price	36 Month Lease	48 Month Lease	60 Month Lease
Delivers copy, print, and scan output at 50 or 60 pages-per-minute. Fully upgradeable to support network printing and scanning. Standard features include 4,150 sheets of on-line paper capacity, a maximum recommended duty cycle of 200,000 impressions per month, trayless duplexing, and a 100-page Automatic Document Feeder. Equipped with an internal 5.1GB Image Server. The Image Server hosts applications including Job Build, Chapterization, Scan Once - Print Many, Automatic Image Orientation, Confidential User Mailboxes, Automatic Booklet-making, and Copy Reservation.				
ImageRUNNER 5000 - 50 ppm Automatic Document Feeder Finisher - F1 Delivery and Installation	\$10,781	\$325.58	\$261.97	\$225.32
ImageRUNNER 6000 - 60 ppm Automatic Document Feeder Finisher - F1 Delivery and Installation	\$11,877	\$358.68	\$288.60	\$248.22
Printing Option Network Multi-PDL Printer Kit Netspot Console and Job Monitor Connectivity Services Delivery and Installation	\$2,518	\$76.06	\$61.20	\$52.64
Optional Equipment				
Saddle Finisher-F2	\$3,699	\$111.70	\$89.88	\$77.30
Finisher-F1	\$1,979	\$59.78	\$48.10	\$41.37
Puncher Unit-B1	\$555	\$16.75	\$13.48	\$11.60
Paper Deck-G1	\$1,726	\$52.13	\$41.94	\$36.07
Copy Tray-C3	\$27	\$0.83	\$0.67	\$0.57
FL Cassette-P3 (Universal Type Replacement)	\$110	\$3.31	\$2.66	\$2.29
FL Cassette-Q3 (High-Capacity Replacement)	\$110	\$3.31	\$2.66	\$2.29
Token Ring Network Interface Adaptor	\$822	\$24.82	\$19.97	\$17.18
Token Ring-A2 Set	\$922	\$27.84	\$22.40	\$19.27



CITY OF PEORIA
Pricing Options for
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CANON IMAGERUNNER 5020/5020I/6020 DIGITAL SYSTEMS
50 or 60 Pages Per Minute

The following configurations have been created for ease of selection and for the most common uses. Additional options and customized product selection beyond these standard configurations can be selected using our Comprehensive Pricing later in this document.

<u>Standard Configurations</u>	<u>Purchase Price</u>	<u>36 Month Lease</u>	<u>48 Month Lease</u>	<u>60 Month Lease</u>
Incorporating Canon's MEAP™ (Multifunctional Embedded Application Platform) architecture, the imageRUNNER 5020 gives businesses greater control over costs and improved productivity by embedding diverse and customizable applications for a wide range of business workflow requirements. Incorporates print, scan, and copy capabilities all in one device.				
ImageRUNNER 5020	\$10,473	\$318.27	\$254.48	\$218.88
Duplexing Automatic Document Feeder				
Finisher - F1				
Delivery and Installation				
ImageRUNNER 5020I with Print Option	\$14,536	\$438.99	\$353.23	\$303.81
Duplexing Automatic Document Feeder				
Finisher - F1				
Network Multi-PDL Print Unit				
Ethernet Interface Adapter				
Canon Network ScanGear Software				
Resolution Switching Board				
20-user Version of eCopy Desktop				
Connectivity Services				
Delivery and Installation				
ImageRUNNER 6020	\$11,568	\$349.37	\$281.11	\$241.78
Duplexing Automatic Document Feeder				
Finisher - F1				
Delivery and Installation				
Printing Option	\$2,875	\$86.81	\$69.85	\$60.08
Network Multi-PDL Printer Kit-D1				
Connectivity Services				
Optional Equipment				
Saddle Finisher-F2	\$3,699	\$111.70	\$89.88	\$77.30
Finisher-F1	\$1,979	\$59.78	\$48.10	\$41.37
Puncher Unit-B1	\$555	\$18.75	\$13.48	\$11.60
Paper Deck-G1	\$1,726	\$52.13	\$41.94	\$36.07



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HEWLETT-PACKARD 9055 MFP DIGITAL SYSTEMS
55 Pages Per Minute

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<u>Standard Configurations</u>	<u>Purchase Price</u>	<u>36 Month Lease</u>	<u>48 Month Lease</u>	<u>60 Month Lease</u>
HP 9055 MFP Digital System	\$18,000	\$543.60	\$437.40	\$376.20
Automatic Document Feeder				
3,000 Sheet Finisher/Stapler				
HP Print Kit				
HP Localization Kit				
Connectivity Services				
Delivery and Installation				
Enabler Software				
DSS 3.0 Workflow Software and 1 device license	\$1,662	\$50.19	\$40.39	\$34.74
DSS 3.0 Workflow Software and 5 device licenses	\$4,205	\$126.99	\$102.18	\$87.89
DSS 3.0 Workflow Software and 10 device licenses	\$5,284	\$159.57	\$128.39	\$110.43
DSS 3.0 Workflow Software and 50 device licenses	\$13,210	\$398.95	\$321.01	\$276.10
AutoStore Software plus one License	\$3,785	\$114.31	\$91.97	\$79.11
AutoStore additional license	\$262	\$7.91	\$6.36	\$5.47
Optional Equipment				
HP 2500 sheet multifunction finisher	\$3,324	\$100.37	\$80.76	\$69.46
HP post insertion kit (cover inserter)	\$757	\$22.86	\$18.39	\$15.82
HP 4000 sheet high cap. input (ledger/A3)	\$2,307	\$69.67	\$56.06	\$48.21
HP 4000 sheet high cap. input (letter/A4)	\$1,449	\$43.75	\$35.20	\$30.28
HP 3 hole punch kit	\$561	\$16.95	\$13.64	\$11.73
HP 2 hole punch kit	\$561	\$16.95	\$13.64	\$11.73
HP copy controller hard drive	\$616	\$18.59	\$14.96	\$12.87
100 sheet output tray	\$393	\$11.86	\$9.55	\$8.21



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Pricing Options for
Additional Equipment
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HEWLETT-PACKARD 9065 MFP DIGITAL SYSTEMS
 65 Pages Per Minute

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Standard Configurations	Purchase Price	36 Month Lease	48 Month Lease	60 Month Lease
HP 9065 MFP Digital System	\$23,000	\$694.60	\$558.90	\$480.70
Automatic Document Feeder				
3,000 Sheet Finisher/Stapler				
HP Print Kit				
HP Localization Kit				
Connectivity Services				
Delivery and Installation				
Enabler Software				
DSS 3.0 Workflow Software and 1 device license	\$1,662	\$50.19	\$40.39	\$34.74
DSS 3.0 Workflow Software and 5 device licenses	\$4,205	\$126.99	\$102.18	\$87.89
DSS 3.0 Workflow Software and 10 device licenses	\$5,284	\$159.57	\$128.39	\$110.43
DSS 3.0 Workflow Software and 50 device licenses	\$13,210	\$398.95	\$321.01	\$276.10
AutoStore Software plus one License	\$3,785	\$114.31	\$91.97	\$79.11
AutoStore additional license	\$262	\$7.91	\$6.36	\$5.47
Optional Equipment				
HP 2500 sheet multifunction finisher	\$3,324	\$100.37	\$80.76	\$69.46
HP post insertion kit (cover inserter)	\$757	\$22.86	\$18.39	\$15.82
HP 4000 sheet high cap. input (ledger/A3)	\$2,307	\$69.67	\$56.06	\$48.21
HP 4000 sheet high cap. input (letter/A4)	\$1,449	\$43.75	\$35.20	\$30.28
HP 3 hole punch kit	\$561	\$16.95	\$13.64	\$11.73
HP 2 hole punch kit	\$561	\$16.95	\$13.64	\$11.73
HP copy controller hard drive	\$616	\$18.59	\$14.96	\$12.87
100 sheet output tray	\$393	\$11.86	\$9.55	\$8.21



CITY OF PEORIA

**Pricing Options for
Additional Equipment
(revised 11/13/03)**

IKON Office Solutions
1910 W University
Tempe, AZ 85281-3262
480-894-6200
www.ikon.com

CANON IMAGERUNNER 7200/8500 DIGITAL SYSTEMS
72 or 85 Pages Per Minute

The following configurations have been created for ease of selection and for the most common uses. Additional options and customized product selection beyond these standard configurations can be selected using our Comprehensive Pricing later in this document.

<u>Standard Configurations</u>	<u>Purchase Price</u>	<u>36 Month Lease</u>	<u>48 Month Lease</u>	<u>60 Month Lease</u>
High-speed digital copier, capable of print, scan, store, and sending your documents to multiple locations. Total programmable copy set capacity of 9,999. Standard 100-sheet automatic document feeder can handle paper sizes from statement to ledger. Standard 4,150-sheet paper supply, upgradeable to 7,650 sheets, and can handle a variety of paper sizes and types in weights from 17 lb. Bond to 110 lb. Index. Automatic paper tray switching and on-the-fly paper reloading further enhance productivity. Ships with a comprehensive set of tools designed to simplify device installation and network management for both end users and administrators.				
ImageRUNNER 7200 Auto Document Feeder Tab Feeding Unit Kit Finisher - K1N Delivery and Installation	\$18,029	\$544.46	\$438.09	\$376.80
ImageRUNNER 8500 Auto Document Feeder Tab Feeding Unit Kit Finisher - K1N Delivery and Installation	\$21,714	\$655.77	\$527.66	\$453.83
Printing Option Network Multi-PDL Printer Kit - B5 Netspot and Network ScanGear Software Connectivity Services	\$3,936	\$118.88	\$95.66	\$82.27
Optional Equipment				
Paper Deck-M1 (LTR)	\$2,143	\$64.71	\$52.07	\$44.79
Side Paper Deck-T1	\$2,314	\$69.89	\$56.24	\$48.37
Finisher-K2N	\$4,243	\$128.13	\$103.10	\$88.68
Saddle Finisher-K3N	\$4,721	\$142.59	\$114.73	\$98.68
Document Insertion Unit-B1 for Saddle Finisher-K3N	\$964	\$29.12	\$23.43	\$20.15
Paper Folding Unit-C1 for Saddle Finisher-K3N	\$4,757	\$143.67	\$115.80	\$99.42
Booklet Trimmer-A1 for Saddle Finisher-K3N	\$7,200	\$217.44	\$174.96	\$150.48
Send Expansion-A1 SET	\$2,857	\$86.29	\$69.43	\$59.71
Token Ring-A1 Set	\$961	\$29.04	\$23.36	\$20.09
imagePASS-M2 Print Controller	\$5,721	\$172.79	\$139.03	\$119.58
Token Ring Board TB64	\$850	\$25.67	\$20.66	\$17.77
FL-Cassette-P4	\$114	\$3.45	\$2.78	\$2.39

City of Peoria

Model	Serial	ID	Department	Beginning Meter	Ending Meter	Total Usage	Disposition	Print or Fax
R4200	NJP13238	67757	Engineering	306,881	312,392	5,511	Replace & Move to Council Chambers	N
C200F	NFZ04226	3288A	I.S. & T.	294,960	300,634	5,674	Replace	F ONLY
C200S	NJP13189	67759	Attorney	377,465	383,839	6,374	Replace	N
C200F	NFZ04612	4872B	Fire Admin	456,933	461,265	4,332	Replace	F ONLY
R400	3917050320	LLH15	Crim. Div.	302,057	306,277	4,220	Replace	N
R450	A7709810577	67665	Community promotions	459,686	460,102	416	Removed	P&F
R450	A7709810580	LLH13	H.R.	498,014	505,259	7,245	Replace	N
C400S	NNV00291	67721	materials man	559,123	571,125	12,002	Replace	F&P
C400S	NOG20623	D683C	Police Records	730,901	755,532	24,631	Replace	N
C400S	NNV05819	68395	Police Admin	516,014	522,126	6,112	Replace	N
R400	391706006	LLH14	Mayor	314,439	317,525	3,086	Replace	N
R400	3917060028	64457	Mcc./Water	333,913	336,528	2,615	Replace	N
R6645	3354480332	71263	Police substation	315,302	317,282	1,980	Replace	ANALOG
R4727	3175010224	58076	Council Chambers	677,653	677,653	0	GP200 from Engineering	ANALOG
R450	A7709810257	67663	Comm. Svcs.	589,262	595,004	5,742	Remove	N
R450	A7709820881	67489	Bld. Safety	310,407	315,270	4,863	Replace	F ONLY
R450	A7709810255	67664	Customer Svs.	321,203	324,586	3,383	Replace	N
R450	A7709810253	67661	Planning/Util.	330,389	336,991	6,602	Replace	N
C200S	NJP13762	68203	Utilities	226,171	230,298	4,127	Replace over next	N
C200S	NJP13936	67736	Moc/Streets	213,783	215,903	2,120	12 Months	N
C200S	NJP13257	67758	Clerk	247,285	249,230	1,945		N
C200S	NJP13860	LLH12	Fire Ops.	259,978	261,281	1,303		N
C200S	NJP13750	67732	Comm. Center	280,396	284,965	4,569		N
R450	A7709810576	67667	Inventory Control	290,577	290,743	166	Replace over next	N
R450	A7709820807	B236T	Payroll	215,464	219,773	4,309	24 months	F ONLY
R450	H5306401388	C551V	Code Compliance	105,570	108,147	2,577		F ONLY

City of Peoria

Model	Serial	ID	Department	Beginning Meter	Ending Meter	Total Usage	Disposition	Print or Fax
C200S	NJP13937	LLH09	Fleet	118,222	119,956	1,734		N
C210S	NPR31768	E253J	Mgmt. Svcs.	161,306	165,034	3,728		N
C210S	NPP03063	70160	Police Communication	106,966	108,785	1,819		N
C210S	NPR19231	C714Y	Library	100,923	103,268	2,345		F ONLY
C210S	NPR19136	C702M	Inventory warehouse	69,882	71,454	1,572		F ONLY
C210S	NPR29612	D716X	Library	37,485	38,426	941		N
C210S	NPR31625	E255M	Records	35,223	36,134	911		F ONLY
C2200	MPG09848	E494Y	Court Downstairs	161,901	168,587	6,686	Replace over next 36 Months	F ONLY
C2200	MPG25242	F059A	pretreatment	27,957	29,343	1,386		N
C2200	MPG30128	F069H	Econ dev	8,425	9,829	1,404		N
C3300	MPH35524	A2L1X	Greenway	28,456	30,592	2,136		F ONLY
C400S	MQJ00033	F058P	Engineering	88,860	93,172	4,312		P ONLY
IR400S	MRZ02939	A3W9E	Sanitation	18,219	22,039	3,820		N
R113Z	H9228903694	F0701	Building Inspectors	19,175	19,179	4		N
R113Z	H9229200925	A2I6K	public works	6,608	7,007	399		N
R3713	A7418880967	67214	Fire Station	51,093	51,099	6		ANALOG
RG10F	M0818400069	D665M	Stadium	53,390	54,976	1,586		F ONLY
IR2200	MPG72254	B8G8X	Police CIB	1,526	6,276	4,750		N
IR2200	1119102403WK4137	B8G9E	PD Staff Services	1,243	4,122	2,879		
IR2800	MPJ20054	B8H4L	Police Patrol	2,500	9,351	6,851		N
IR3300	NOJ56670	E267R	Facilities	83,139	86,742	3,603	Installed 9-14-01	N
IR3300	MPH06682	E7010	budget	82,529	85,501	2,972		F ONLY
Savin 9110	4118900017	D674B	Court upstairs	7,266	7,270	4		F ONLY

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

CC: _____
Amend No. _____

Date Prepared: March 4, 2004

Council Meeting Date: March 16, 2004

TO: Terry Ellis, City Manager

FROM: John F. Wenderski, Chief Financial Officer

SUBJECT: Authorization to purchase from IKON Office Solutions utilizing an existing State of Arizona Health Care Cost Containment System Administration contract YH04-0014.

RECOMMENDATION:

That Mayor and Council authorize the City to purchase Copier Management Services and Copiers from IKON Office Solutions utilizing an existing State of Arizona Health Care Cost Containment System Administration contract YH04-0014 in the annual amount of \$202,516.80 as a base management fee plus tax and copies. The initial term of the contract is 5 years. Funding is available and will be paid from the appropriate copy services accounts (520036) of the various user departments.

SUMMARY:

The new copier contract replaces 15 convenience copiers, which have reached the end of their useful life. As other copiers wear out, throughout the term of this contract, they will be budgeted for replacement, as available funding will allow.

The base management fee is \$16,876.40 per month plus tax and copies for this service. The fee includes 15 new copiers (Exhibit A), 3 copy center personnel, new copy center copiers and equipment and up to 250,000 copy center copies. The price for copies has been reduced substantially under this new contract. The total copies made per month at the City of Peoria is currently averaging 424,000 copies with 228,000 of those copies being produced in the copy center and 196,000 being produced on the various convenience copiers located throughout the City. Current charges under the existing contract average \$30,000.00 per month. The total monthly charges under the new contract would average \$21,000.00 per month, a projected savings of \$9,000 monthly or \$108,000 annually. Funding is available and will be paid for from the appropriate copy service accounts (520036) of the various user departments.

CITY CLERK USE ONLY:

Consent Agenda

Carry Over to Date: _____

Approved

Unfinished Business (Date heard previous: _____)

New Business

ORD. # _____ RES. # _____

LCON# _____ LIC. # _____

Action Date: _____

Council Communication
March 16, 2004
Page 2

	Current Contract Per copy	New Contract Per copy
Convenience Copies	2 ½ cents	1 ½ cents
Copy Center Copies	2 ½ cents	.0085 cents
Color Copies	.65 cents	.125 cents

Attachments:

1. Exhibit A

Recommended Replacement Copiers



Location	Current Volume	Current Make/Model	IKON Replacement	Purchase Price
Engineering	312,392	Canon GP200	Canon IR 3300	\$ 7,540.00
I.S.&T	300,634	Canon GP200	Canon IR 3300 w/fax	\$ 8,354.00
Attorneys	383,839	Canon GP200	Canon IR 3300	\$ 7,540.00
Fire Administration	461,265	Canon GP200	Canon IR 3300 w/fax	\$ 8,354.00
Criminal Division	306,277	Ricoh 400	Canon IR 3300	\$ 7,540.00
Mayor	317,525	Ricoh 400	Canon IR 3300	\$ 7,540.00
Moc/Water	336,528	Ricoh 400	Canon IR 3300	\$ 7,540.00
Materials Management	571,125	Canon 400s	Canon IR 3300 W/fax/print	\$ 12,432.00
Human Resources	505,259	Ricoh 450	Canon IR 3300	\$ 7,540.00
Police Administration	522,126	Canon 400s	Canon IR 3300	\$ 7,540.00
Police Substation	315,302	Ricoh 6845	Canon IR 3300	\$ 7,540.00
Building Safety	315,270	Ricoh 450	Canon IR 3300 w/fax	\$ 8,354.00
Customer Service	324,586	Ricoh 450	Canon IR 3300	\$ 7,540.00
Planning Utilities	336,991	Ricoh 450	Canon IR 3300	\$ 7,540.00
Police Records	755,532	Canon 400s	Canon IR 3300	\$ 7,540.00
Council Chambers	378,640	Ricoh 4727	Canon GP 200 from Engineering	\$ -

Copier Summary: (15) New 33 page per minute digital copiers; (3) with built in fax option; (1) with built in fax & print option.



**Document Efficiency
At Work.™**

Revised 2-18-04

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) 03/10/04

PRODUCER Aon Risk Services, Inc. of Pennsylvania One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED IKON Office Solutions, Inc. and Any and All subsidiaries P.O. Box 834 Valley Forge PA 19482-0834 USA		COMPANIES AFFORDING COVERAGE	
PHONE - (215) 255-2000 FAX - (215) 255-1893		COMPANY A	Liberty Mutual Fire Ins Co
		COMPANY B	Liberty Mutual Insurance Co.
		COMPANY C	
		COMPANY D	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	RG2-631-004074-523 GENERAL LIABILITY (US)	04/01/03	04/01/04	GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 PERSONAL & ADV INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE(Any one fire) \$2,000,000 MED EXP (Any one person) \$5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AS2-631-004074-533 AUTOMOBILE - COMMERCIAL (AOS) AS1-631-004074-543 AUTO (OHIO)	04/01/03	04/01/04	COMBINED SINGLE LIMIT \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGAT
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
A	<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC2-631-004041-093 WORKERS' COMPENSATION WA2-63D-004074-223 WORKERS' COMPENSATION	04/01/03	04/01/04	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH ER EL EACH ACCIDENT \$2,000,000 EL DISEASE-POLICY LIMIT \$2,000,000 EL DISEASE-EA EMPLOYEE \$2,000,000
B	<input checked="" type="checkbox"/> Excess WC	Ew7-63N-004074-293 Excess WC - FL, GA, NC, OH Ew1-63N-004074-303 Excess Workers Comp - TN Only	04/01/03	04/01/04	EL Each Accident \$2,000,000 EL Disease - Policy \$2,000,000 EL Disease - Ea Emp \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 RE: IKON Office Solutions, 1910 West University Drive, Tempe, AZ 85281.

CERTIFICATE HOLDER: City of Peoria Attn: Dan Zenko Material Management 8401 W. Monroe Street #150 Peoria AZ 85345 USA	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Pennsylvania</i>
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Certificate No: 670000037279

PO4-0060

ACORD. CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)
04/02/04

PRODUCER Aon Risk Services, Inc. of Pennsylvania One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 PHONE - (866) 266-7475 FAX - (866) 467-7847	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A Liberty Mutual Fire Ins Co COMPANY B Liberty Mutual Insurance Co. COMPANY C COMPANY D
INSURED IKON Office Solutions, Inc. 1702 W. Third Street Tempe AZ 85281 USA	

Holder Identifier:

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY	RG2-631-004074-524 GENERAL LIABILITY (US)	04/01/04	04/01/05	GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 PERSONAL & ADV INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$2,000,000 MED EXP (Any one person) \$5,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
A	AUTOMOBILE LIABILITY	AS2-631-004074-534 AUTOMOBILE - COMMERCIAL (A05) AS1-631-004074-544 AUTO (OHIO)	04/01/04	04/01/05	COMBINED SINGLE LIMIT \$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				
	<input type="checkbox"/> ALL OWNED AUTOS		04/01/04	04/01/05	BODILY INJURY (Per person)
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)
<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE	
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
<input type="checkbox"/>					
<input type="checkbox"/>					
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT
<input type="checkbox"/> ANY AUTO					OTHER THAN AUTO ONLY:
<input type="checkbox"/>					EACH ACCIDENT
<input type="checkbox"/>					AGGREGAT
EXCESS LIABILITY					EACH OCCURRENCE
<input type="checkbox"/> UMBRELLA FORM					AGGREGATE
<input type="checkbox"/>					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WA7-63D-004074-224 WORKERS' COMPENSATION	04/01/04	04/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$2,000,000
	<input checked="" type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	WC7-631-004041-094 WORKERS' COMPENSATION	04/01/04	04/01/05	EL DISEASE-POLICY LIMIT \$2,000,000 EL DISEASE-EA EMPLOYEE \$2,000,000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				
B	<input type="checkbox"/>	EW7-63N-004074-294 Excess WC - FL, GA, NC, OH	04/01/04	04/01/05	EL Each Accident \$2,000,000
	<input checked="" type="checkbox"/> Excess WC	EW1-63N-004074-304 Excess Workers Comp - TN Only	04/01/04	04/01/05	EL Disease - Policy \$2,000,000 EL Disease - Ea Emp1 \$2,000,000
	<input type="checkbox"/>				

Certificate No: 570009284626

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER CITY OF PEORIA 8401 WEST MONROE STREET, RM 150 PEORIA AZ 85345 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Pennsylvania</i>
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P040060

ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION
DIVISION OF BUSINESS AND FINANCE CONTRACT AMENDMENT

1. AMENDMENT NUMBER: 8	2. CONTRACT NUMBER YH04-0014	3. EFFECTIVE DATE OF AMENDMENT: May 1, 2004
4. Contractor's Name and Address: IKON Office Solutions 1910 West University Drive Tempe, AZ 85281		
5. PURPOSE OF AMENDMENT: Lease of Equipment		

Pursuant to State of Arizona Procurement contract number YH04-0014, administered by the Arizona Health Care Cost Containment System Administration, the City of Peoria, Arizona elects to utilize the contract for the services outlined

6. The contract referenced above is amended as follows:

LEASE OF THE FOLLOWING:

Lease of One (1) Canon 5000 Copier **\$225.32 lease cost per month at 60 Months**
Service and Supplies will be charged at the rate of \$0.015 per black and white impression.

LOCATION:

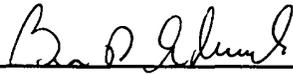
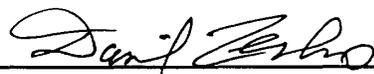
Police Records
8531 W. Cinnabar
Peoria, AZ 85007

EQUIPMENT RELOCATION:

One (1) Canon 3300 ID #C7F4D, Serial #MPH65552 located at Police Records, will be moved to Community Services, 8401 W. Monroe, Peoria, A Z.

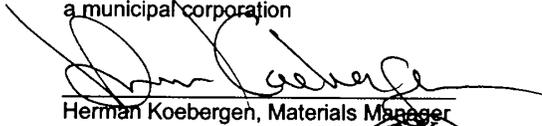
TERM OF THE ADDENDUM

This Addendum is co-terminus with the existing Agreement. The terms and conditions of the Agreement will survive until the expiration or termination of this Addendum. The commencement date for performance is the **1st** day of **May 2004** and shall end the **30th** day of **April 2009**, unless earlier terminated as provided under the Agreement. Upon the expiration of this Addendum, Customer shall permit IKON to remove from Customer's location any unused IKON-purchased supplies.

7. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT NOT HERTOFERE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL EFFECT.	
IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.	
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE: 	9. SIGNATURE OF CITY OF PEORIA CONTRACTING OFFICER: 
TYPED NAME: Brian Edwards	TYPED NAME: Dan Zenko
TITLE: West Region Vice President, General Manager	TITLE: Contract Officer
DATE: 5-27-04	DATE: 5-19-2004

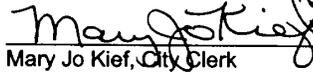
Contract number YH04-0014, P04-0060, IKON
LCON 03304

City of Peoria
a municipal corporation



Herman Koebergen, Materials Manager

ATTESTED BY:

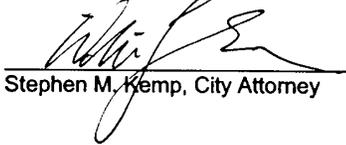


Mary Jo Kief, City Clerk



5-24-04
Date

APPROVED AS TO FORM:



Stephen M. Kemp, City Attorney

**ADDENDUM #28
TO IKON MANAGEMENT SERVICES AGREEMENT**

This 28th Addendum ("Addendum") is effective as of the 1st day of May 2004 ("Addendum Effective Date") and amends the Management Services Agreement made as of April 1, 2004 ("Agreement") by and between The City of Peoria ("Customer") and IKON Office Solutions ("IKON") by adding the equipment listed below as Customer-owned Equipment under the Agreement:

LEASE EQUIPMENT:

Lease of One (1) Canon 5000 Copier

LOCATION:

POLICE RECORDS
8531 W. Cinnabar
Peoria, AZ 85007

EQUIPMENT RELOCATION:

One (1) Canon 3300 ID #C7F4D, Serial #MPH65552 located at Police Records, will be moved to Community Services, 8401 W. Monroe, Peoria, A Z.

MANAGEMENT FEES

IKON agrees to provide the IKON Equipment above for a monthly charge of **\$225.32**. Service and Supplies will be charged at the rate of ~~\$0.0085~~ per black and white impression.

.015

TERM OF THE ADDENDUM

This Addendum shall be co-terminus with the existing Contract Number YH04-0014, administered by the Arizona Health Care Cost Containment System Administration. The terms and conditions of the Agreement will survive until the expiration or termination of this Addendum. The commencement date for performance is the 1st day of May 2004 and shall end the 30th day of April 2009, unless earlier terminated as provided under the Agreement. Upon the expiration of this Addendum, Customer shall permit IKON to remove from Customer's location any unused IKON-purchased supplies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CITY OF PEORIA
Materials Management

IKON OFFICE SOLUTIONS, INC.

Printed Name: DAN ZENKO

Printed Name: Brian Edwards

Signature: *Dan Zenko*

Signature: _____

Title: CONTRACT OFFICER

Title: VP/GM Western Region

Date: 5-26-04

Date: _____



STATE AND LOCAL GOVERNMENT
Product Schedule
 WITH PURCHASE OPTION

Product Schedule Number: 1
 Master Agreement Number: 1

This Product Schedule ("Schedule") is made part of the Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and _____ as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

City of Peoria		Same	
Customer (Bill To)	8401 W. Monroe St. Room 150	Product Location	
Address	Peoria, Maricopa, AZ 85345	Address	
City	County	State	Zip
Customer Contact Name:	Dan Zanko	Customer Telephone Number:	623-773-7147
		Fax Number/Email Address:	danz@peoriaaz.com

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Description: Make, Model & Serial Number	Quantity	Description: Make, Model & Serial Number
Please see attached			

PAYMENT SCHEDULE

Minimum Term (mos.) 60	Minimum Payment Without Tax \$ 2,742.47	Finance Charge 17.8 % per annum (see note below)	Payment Due: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	Advance Payment (with tax) <input type="checkbox"/> Apply to 1 st Month's Pmt. <input type="checkbox"/> Other
---------------------------	---	---	--	---

* Only applicable if this Schedule is intended to be an I.R.C. Section 103 interest tax-exempt transaction.

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (PO #, etc.) _____
 Addendum Attached: Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form.
- You, the undersigned Customer, have applied to us to rent the above-described items ("Products") for lawful commercial (non-consumer) purposes. Except with respect to the express non-appropriations rights set forth in the Agreement, **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to rent the above Product(s) from us, and we agree to rent such Product(s) to you, on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Purchase Option:**
 - Purchase Option Price: \$1.00 Purchase Option (plus any applicable tax)
 - Notwithstanding anything to the contrary in the Master Agreement, if no default has occurred and is continuing under the Master Agreement or this Schedule, you will have the option at the end of the original, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product(s) covered by this Schedule. You must give us at least 30 days' written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product(s) or that you will return the related Product(s) to us. If you do not give us such written notice or if you do not purchase or deliver the related Product(s) in accordance with the terms and conditions of the Master Agreement and this Schedule, the original term of this Schedule, or any renewal term, will automatically renew for successive 1-month terms until you deliver the related Product(s) to us. The Monthly Payment under this Schedule during such a renewal term will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to any such renewal term. This purchase option shall not apply to any Software.
 - Upon receipt of payment of the Purchase Option price, we will transfer our interest in the related Product(s) to you "AS IS, WHERE IS" without any representation or warranty whatsoever and this Schedule will terminate.
- Additional Provisions (if any) are _____

CUSTOMER

X Dan Zanko Title: CONTRACT OFFICER Date: _____
 Authorized Signer
DAN ZANKO
 (Authorized Signer's printed name)

Accepted by:

IKON OFFICE SOLUTIONS, INC.
 X Brian D. Edwards Title: RVP/PM Date: 7/20/04
 Authorized Signer
Brian D. Edwards
 (Authorized Signer's printed name)

IKON Document Efficiency At Work™ and IKON Office Solutions® are trademarks of IKON Office Solutions, Inc.

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 S.N.T.C. Product Schedule w/PO 4.0

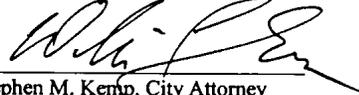
1-888-ASK-IKON www.ikon.com

IKON Product Schedule With Purchase Option, AHCCCS Contract YH04-0014
P04-0060, Copier Contract

CITY OF PEORIA, ARIZONA
A municipal corporation


BY: Herman Koebergen
Materials Manager

APPROVED AS TO FORM:


Stephen M. Kemp, City Attorney

ATTESTED BY:


Mary Jo Kief, City Clerk



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Document Efficiency
At Work.™

State of Arizona Master Lease Agreement – No. YH04-0014
MASTER AGREEMENT

CUSTOMER:

Full Legal Name: City of Peoria
Address: 8401 West Monroe Street
City: Peoria State: AZ Zip: 85345 Contact: Dan Zenko, CPPB
Facsimile Number: 602-412-7118

Number: I

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 Schedules 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 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 days of the 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 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.

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, 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 Schedules. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.

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 WE DO NOT REPRESENT THE MANUFACTURER, AND 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 PRODUCTS "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 similar age and capability from us.

8. **Claims, Liability and Insurance.** (a) To the extent permitted by applicable law, the parties to this Master Agreement will 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 with respect to the Product(s), you

Rev. 4/04

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 or other Intangibles, 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 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 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, 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, 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 release 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, to 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, 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 any of our interests without notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep any such 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, service or supply agreement with us, such agreement 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 of any Schedule to this Master Agreement, such Schedule will renew on a month-to-month basis unless either party notifies the other in writing at least 30 days prior to the expiration of the minimum term of such Schedule. 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 the shipping charges so long as replacement equipment is selected from IKON. Otherwise, you will bear all expenses of disinstalling, crating and shipping the Product. You will insure the Product for its full replacement value during shipping. You must pay additional monthly payments, at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by our designee or us.

15. **Miscellaneous.** 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 Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this 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.

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 COMMONWEALTH 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 that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to such Schedule, and (ii) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the Uniform Commercial Code. 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 Schedules, the Product(s) 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(s) 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(s) 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 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(s) 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(s) 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 Interest.** You represent and warrant to us that you presently intend to continue this Master Agreement and any Schedules hereto for the entire term of such Schedules and to pay all rentals relating to such Schedules 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 Schedules 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 Schedules 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-OC, 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.

<p>CUSTOMER</p> <p>By: <u>[Signature]</u> Authorized Signer Signature Name & Title: <u>Herman Koebergen, Materials Manager</u> Date: _____ Facsimile: <u>(623) 773-7118</u></p>	<p>IKON OFFICE SOLUTIONS, INC.</p> <p>By: <u>[Signature]</u> Authorized Signer Signature Title: <u>VP</u> Date: <u>7/20/04</u> Facsimile: _____</p>
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APPROVED AS TO FORM:
[Signature]
 Stephen M. Kemp, City Attorney

ATTESTED BY:
[Signature]
 Mary Jo Kief, City Clerk



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ADDENDUM #30
TO IKON MANAGEMENT SERVICES AGREEMENT

DUPLICATE ORIGINAL

This 30th Addendum ("Addendum") is effective as of the 1st day of April 2004 ("Addendum Effective Date") and amends the Management Services Agreement made as of April 1, 2004 ("Agreement") by and between The City of Peoria ("Customer") and IKON Office Solutions ("IKON") by adding the equipment listed below as Customer-owned Equipment under the Agreement:

Reference is hereby made to RFP #YH04-0041, and the parties agree that none of the Uniform Terms and Conditions or Special Terms and Conditions of RFP YH04-0014, including those relating to termination or cancellation, shall apply to the lease of Equipment and the Master Agreement.

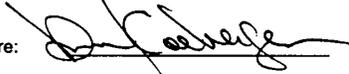
TERM OF THE ADDENDUM

This Addendum shall be co-terminus with the existing Contract Number YH04-0014, administered by the Arizona Health Care Cost Containment System Administration. The terms and conditions of the Agreement will survive until the expiration or termination of this Addendum. The commencement date for performance is the 1st day of **May 2004** and shall end the 30th day of **April 2009**, unless earlier terminated as provided under the Agreement. Upon the expiration of this Addendum, Customer shall permit IKON to remove from Customer's location any unused IKON-purchased supplies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CITY OF PEORIA
Materials Management

Printed Name: HERMAN KOEBERGEN

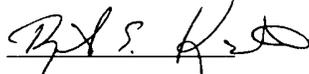
Signature: 

Title: MATERIALS MANAGER

Date: 10-18-04

IKON OFFICE SOLUTIONS, INC.

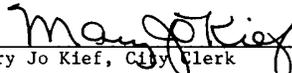
Printed Name: Bob Koether

Signature: 

Title: VP/GM Desert Southwest

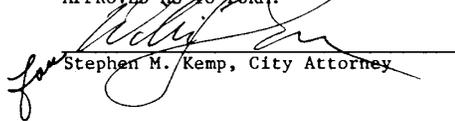
Date: 9/28/07

ATTESTED BY:


Mary Jo Kief, City Clerk



APPROVED AS TO FORM:


for Stephen M. Kemp, City Attorney

L CON 03304 C

RCS-112

**ADDENDUM #31
TO IKON MANAGEMENT SERVICES AGREEMENT**

This **31st Addendum** ("Addendum") is effective as of the **25th day of July 2005** ("Addendum Effective Date") and amends the Management Services Agreement made as of April 1, 2004 ("Agreement") by and between **The City of Peoria** ("Customer") and IKON Office Solutions ("IKON") by adding the equipment listed below as Customer-owned Equipment under the Agreement:

LABOR ADDITION

One (1) Part Time Onsite Services Representative for Copy – Labor associated to copy related functions is taxable.

LABOR POSITION CHANGE

One (1) Current Full Time Onsite Services Representative will be moved to Mail – The current monthly fee for this Services Representative (\$2,557.00) will be non-taxable.

MANAGEMENT FEES

IKON agrees to provide the above for a monthly charge of **\$1,545**.

TERM OF THE ADDENDUM

This Addendum shall be co-terminus with the existing Contract Number YH04-0014, administered by the Arizona Health Care Cost Containment System Administration. The terms and conditions of the Agreement will survive until the expiration or termination of this Addendum. The commencement date for performance is the **25th day of July 2005** and shall end the **31st day of March 2009**, unless earlier terminated as provided under the Agreement. Upon the expiration of this Addendum, Customer shall permit IKON to remove from Customer's location any unused IKON-purchased supplies.

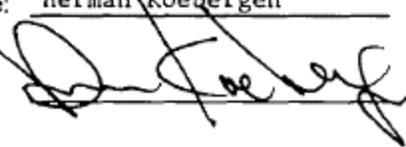
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

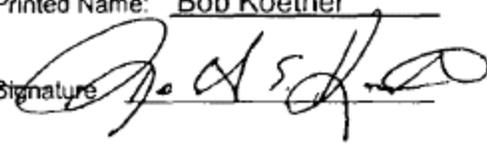
THE CITY OF PEORIA
Materials Management

IKON OFFICE SOLUTIONS, INC.

Printed Name: Herman Koebergen

Printed Name: Bob Koether

Signature: 

Signature: 

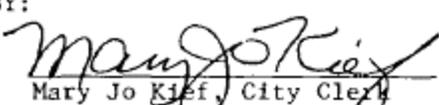
Title: Materials Manager

Title: VP/GM Desert Southwest

Date: 7-28-2005

Date: 7/27/05

ATTESTED BY:


Mary Jo Kief, City Clerk



APPROVED AS TO FORM:

William L. Emerson, Deputy City Attorney


Stephen M. Kemp
City Attorney

LCON 03304D, P04-0060

STATE AND LOCAL GOVERNMENT
Product Schedule

Product Schedule Number: _____

Master Agreement Number: _____

This Schedule ("Schedule") is made part of the Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and City of Peoria as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

Customer (Full Name) <u>CITY OF PEORIA</u>	Product Location <u>SAME</u>
Address <u>8401 W. HOWARD ST Room 150</u>	Address _____
City <u>Peoria</u> County <u>Mokeyam</u> State <u>AZ</u> Zip <u>85345</u>	City _____ County _____ State _____ Zip _____
Customer Contact Name: <u>Dan Zanko</u>	Customer Telephone Number: <u>623-773-7147</u>
Fax Number/E-mail Address: <u>dan.z@peoriaaz.com</u>	

PRODUCTION DESCRIPTION ("PRODUCTS")

Quantity	Description: Make, Model & Serial Number	Quantity	Description: Make, Model & Serial Number
1	Canon iR 105 w/ Power Filter Paperdeck Finch Finisher, Network PDL Serial # MND 05123	1	Canon CLC 5100 w/ ZDF-E3 Power Filter Color Pass 27000 Serial # JFU 04227
1	Canon iR 8500 w/ Finisher K1 Power Filter Network PDL Serial # MNG 05214		

PAYMENT SCHEDULE

Minimum Term (mos.) <u>51</u>	Minimum Payment (Without Tax) <u>\$ 2083⁵³</u>	Payment Due: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	Advance Payment (with tax) <input type="checkbox"/> Apply to 1 st Month's Pmt. <input type="checkbox"/> Other
----------------------------------	--	--	--

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____
 Addendum(s) Attached: Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form.
- You, the undersigned Customer, have applied to us to rent the above-described items ("Products") for commercial (non-consumer) purposes. Except with respect to the express copyright-appropriation rights set forth in the Agreement, **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, we agree to rent the above Product(s) from us, and we agree to rent such Product(s) to you, on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
- 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 HERMAN KOEBERGER MAERZLINS MGR Accepted by: IKON OFFICE SOLUTIONS, INC.
 Authorized Signer: [Signature] Authorized Signer: [Signature]
 (Authorized Signer's printed name) 1-21-05 (Authorized Signer's printed name) ROBERT E. KOETTER



Robert E. Koether
President, Office Solutions
Desert Southwest Marketplace

10000 W. McDowell Ave., Suite 200
Peoria, AZ 85354
Tel: 623.977.3300
Fax: 623.977.3300

January 21, 2005

Mr. Dan Zenko
City of Peoria
8401 W. Monroe St.
Peoria, AZ 85354

RE: City of Peoria Facility Management Service Contract

Dear Mr. Zenko:

We have a couple of housekeeping issues relative to the above contract.

The first item is Amendment #8. In the description and term of the addendum, we need to change the commencement date from the first day of May 2004, to the first day of April 2004. We must also change the end from the 30th day of April 2009, to read the 31st day of March 2009.

The second issue, we need to add a product schedule to break out the costs in the total monthly base fee for copy/mail/messenger/courier services of \$14,359.25. This breakout will show the two lines: \$12,275.68 for copy center services and a second line of \$2,083.57 for equipment. This breakout does not change the contract duration of March 31, 2009.

Mr. Zenko, I ask your approval. We of IKON Office Solutions are privileged to serve the City and will continue our efforts to continue being an exceptional partner.

Respectfully,

Robert E. Koether
President, Office Solutions
Desert Southwest Marketplace

CC: Joe Zavislak
Jon Elwell
Jaime Leija
Dan Feldman

**ABOVE
& BEYOND**

City of Peoria
Base Billing

		Taxable												Cumulative
Invoice #		December-04	November-04	October-04	September-04	August-04	July-04	June-04	May-04				April-04	
		C11 23502	C11 23259	C11 22803	C11 22184	C11 21775	C11 20620	C11 20079	C11				C11 20079	
Management Fee Equipment 40038	Y	\$2,517.15	\$2,517.15	\$2,517.15	\$2,517.15	\$2,517.15	\$2,517.15	\$2,517.15	\$2,517.15				\$2,517.15	
Management Fee Counter 40037	N	\$14,359.25	\$14,359.25	\$14,359.25	\$14,359.25	\$14,359.25	\$14,359.25	\$14,359.25	\$14,359.25				\$14,359.25	
Total Management Fee		\$16,876.40	\$16,876.40	\$16,876.40	\$16,876.40	\$16,876.40	\$16,876.40	\$16,876.40	\$16,876.40				\$16,876.40	
New Base Fees:														
Management Fee Conv. Copiers		\$ 2,742.47	\$ 2,742.47	\$ 2,742.47	\$ 2,742.47	\$ 2,742.47	\$ 2,742.47	\$ 2,742.47	\$ 2,742.47				\$ 2,742.47	
Copy Center:														
Services (labor, copies, finishing)		\$ 12,275.68	\$ 12,275.68	\$ 12,275.68	\$ 12,275.68	\$ 12,275.68	\$ 12,275.68	\$ 12,275.68	\$ 12,275.68				\$ 12,275.68	
Equipment		\$ 2,083.57	\$ 2,083.57	\$ 2,083.57	\$ 2,083.57	\$ 2,083.57	\$ 2,083.57	\$ 2,083.57	\$ 2,083.57				\$ 2,083.57	
Total Copy Center:		\$ 14,359.25	\$ 14,359.25	\$ 14,359.25	\$ 14,359.25	\$ 14,359.25	\$ 14,359.25	\$ 14,359.25	\$ 14,359.25				\$ 14,359.25	
Total Management Fee		\$ 17,101.72	\$ 17,101.72	\$ 17,101.72	\$ 17,101.72	\$ 17,101.72	\$ 17,101.72	\$ 17,101.72	\$ 17,101.72				\$ 17,101.72	

Difference Between Copiers and Management Fee: \$ 24,682.23

**ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION
DIVISION OF BUSINESS AND FINANCE CONTRACT AMENDMENT**

1. AMENDMENT NUMBER: 8	2. CONTRACT NUMBER YH04-0014	3. EFFECTIVE DATE OF AMENDMENT: May 1, 2004
4. Contractor's Name and Address: IKON Office Solutions 1910 West University Drive Tempe, AZ 85281		
5. PURPOSE OF AMENDMENT: Lease of Equipment		

Pursuant to State of Arizona Procurement contract number YH04-0014, administered by the Arizona Health Care Cost Containment System Administration, the City of Peoria, Arizona elects to utilize the contract for the services outlined

6. The contract referenced above is amended as follows:

LEASE OF THE FOLLOWING:

Lease of One (1) Canon 5000 Copier \$225.32 lease cost per month at 60 Months
Service and Supplies will be charged at the rate of \$0.015 per black and white impression.

LOCATION:

Police Records
8531 W. Cinnabar
Peoria, AZ 85007

EQUIPMENT RELOCATION:

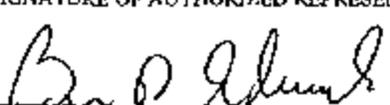
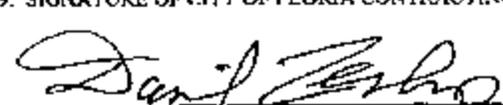
One (1) Canon 3300 ID #C7F4D, Serial #MPH65552 located at Police Records, will be moved to Community Services, 8401 W. Monroe, Peoria, A Z.

TERM OF THE ADDENDUM

This Addendum is co-terminus with the existing Agreement. The terms and conditions of the Agreement will survive until the expiration or termination of this Addendum. The commencement date for performance is the 1st day of ~~May 2004~~ and shall end the ~~30th~~ day of ~~April 2009~~, unless earlier terminated as provided under the Agreement. Upon the expiration of this Addendum, Customer shall permit IKON to remove from Customer's location any unused IKON-purchased supplies.

APRIL

31ST MARCH 2009

7. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT NOT HERTOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL EFFECT.	
IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.	
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE: 	9. SIGNATURE OF CITY OF PEORIA CONTRACTING OFFICER: 
TYPED NAME: Brian Edwards	TYPED NAME: Dan Zenko
TITLE: West Region Vice President, General Manager	TITLE: Contract Officer
DATE: 5-27-04	DATE: 5-19-2004

**ADDENDUM #32
TO IKON MANAGEMENT SERVICES AGREEMENT**

This 32nd Addendum ("Addendum") is effective as of the 20th day of January 2006 ("Addendum Effective Date") and amends the Management Services Agreement made as of April 1, 2004 ("Agreement") by and between The City of Peoria ("Customer") and IKON Office Solutions ("IKON") by adding the equipment listed below as Customer-owned Equipment under the Agreement:

LABOR ADDITION

Change One (1) Part Time Onsite Services Representative to One (1) Full Time Onsite Services Representative for Copy – Labor associated to copy related functions is taxable.
(Total current billing for this employee will be changed from \$1,545 to \$2,557 per month)

MANAGEMENT FEES

IKON agrees to provide the above change for a net monthly increase of **\$1,012**.

TERM OF THE ADDENDUM

This Addendum shall be co-terminus with the existing Contract Number YH04-0014, administered by the Arizona Health Care Cost Containment System Administration. The terms and conditions of the Agreement will survive until the expiration or termination of this Addendum. The commencement date for performance is the 30th day of **January 2006** and shall end the 31st day of **March 2009**, unless earlier terminated as provided under the Agreement. Upon the expiration of this Addendum, Customer shall permit IKON to remove from Customer's location any unused IKON-purchased supplies.

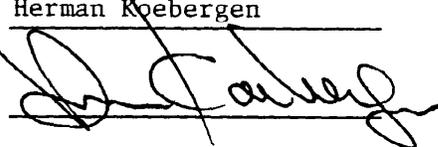
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

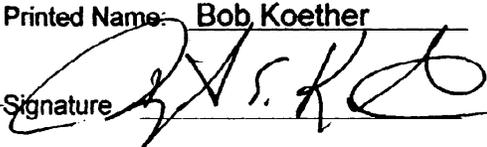
THE CITY OF PEORIA
Materials Management

IKON OFFICE SOLUTIONS, INC.

Printed Name: Herman Koebergen

Printed Name: Bob Koether

Signature: 

Signature: 

Title: Materials Manager

Title: VP/GM Desert Southwest

Date: 1-27-06

Date: 2.1.06

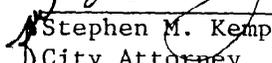
ATTESTED BY:


Mary Jo Kher, City Clerk



APPROVED AS TO FORM:


William L. Emerson, Deputy City Attorney


Stephen M. Kemp
City Attorney

L KON 03304 E



STATE AND LOCAL GOVERNMENT
Product Schedule
WITH PURCHASE OPTION

Product Schedule Number: **1**

Master Agreement Number: _____

This Product Schedule ("Schedule") is made part of the Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and City of Peoria, as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

City of Peoria				Same			
Customer (Bill To) 8401 W Monroe St, Room 150				Product Location			
Address Peoria Maricopa AZ 85345				Address			
City	County	State	Zip	City	County	State	Zip
Customer Contact Name: Dan Zenko			Customer Telephone Number: 623-773-7147		Fax Number/E-mail Address: dan.zenko@peoriaaz.gov		

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Description: Make, Model & Serial Number	Quantity	Description: Make, Model & Serial Number
1	Stapler - Sorter F2		
	Install on current machine ID# C7H7L		

PAYMENT SCHEDULE

Minimum Term (mos.) Thirty (30)	Minimum Payment Without Tax \$130.00	Finance Charge n/a % per annum *(see note below)	Payment Due: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	Advance Payment (with tax) <input type="checkbox"/> Apply to 1st Month's Pmt. Other
---	--	--	--	---

* Only applicable if this Schedule is intended to be an I.R.C. Section 103 interest tax-exempt transaction.

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____

Addendum Attached: Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form.
- You, the undersigned Customer, have applied to us to rent the above-described items ("Products") for lawful commercial (non-consumer) purposes. Except with respect to the express non-appropriations rights set forth in the Agreement, **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to rent the above Product(s) from us, and we agree to rent such Product(s) to you, on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Purchase Option:**
 - Purchase Option Price: \$1.00 Purchase Option (plus any applicable tax)
 - Notwithstanding anything to the contrary in the Master Agreement, if no default has occurred and is continuing under the Master Agreement or this Schedule, you will have the option at the end of the original, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product(s) covered by this Schedule. You must give us at least 30 days' written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product(s) or that you will return the related Product(s) to us. If you do not give us such written notice or if you do not purchase or deliver the related Product(s) in accordance with the terms and conditions of the Master Agreement and this Schedule, the original term of this Schedule, or any renewal term, will automatically renew for successive 1-month terms until you deliver the related Product(s) to us. The Monthly Payment under this Schedule during such a renewal term will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to any such renewal term. This purchase option shall not apply to any Software.
 - Upon receipt of payment of the Purchase Option price, we will transfer our interest in the related Product(s) to you "AS IS, WHERE IS" without any representation or warranty whatsoever and this Schedule will terminate.
- Additional Provisions (if any) are:

CUSTOMER
 X *Dan Zenko*
 Authorized Signer
DAN ZENKO
 (Authorized Signer's printed name)

Accepted by
IKON OFFICE SOLUTIONS, INC.
 X *[Signature]*
 Authorized Signer
Chasler E. Kuehler
 (Authorized Signer's printed name)

Title: **MATERIALS MANAGER**
SUPERVISOR

Date: **10-3-06**

Title: **11/2/06** Date: **11/2/06**
AK

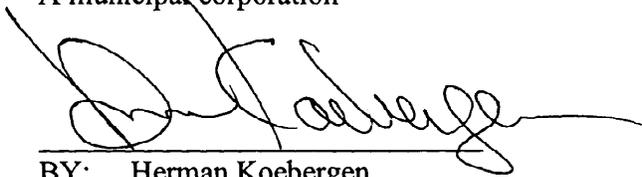
IKON: Document Efficiency At Work and IKON Office Solutions are trademarks of IKON Office Solutions, Inc. S&LG Product Schedule w/PO 4.04

1-888-ASK-IKON www.ikon.com

L CON 03304F

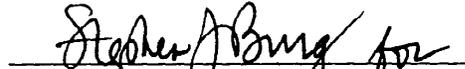
IKON Product Schedule With Purchase Option, AHCCCS Contract YH04-0014
P04-0060, Copier Contract, Addition of Stapler/Sorter for Color Copier.
LCON 03304 F

CITY OF PEORIA, ARIZONA
A municipal corporation



BY: Herman Koebergen
Materials Manager

APPROVED AS TO FORM:


Stephen M. Kemp, City Attorney

ATTESTED BY:


Mary Jo Kief, City Clerk

L CON 03304F

**ADDENDUM #34
TO IKON MANAGEMENT SERVICES AGREEMENT**

This 34th Addendum ("Addendum") is effective as of the 22nd day of October 2007 ("Addendum Effective Date") and amends the Management Services Agreement made as of April 1, 2004 ("Agreement") by and between The City of Peoria ("Customer") and IKON Office Solutions ("IKON") by adding the equipment listed below as Customer-owned Equipment under the Agreement:

LABOR POSITION CHANGE

One (1) Full Time Onsite Services Representative will be moved to copy related services. The current fee for this service will remain the same (\$2557.00) – Labor associated to copy related functions is taxable.

MANAGEMENT FEES

No additional fees except for taxable labor status.

TERM OF THE ADDENDUM

This Addendum shall be co-terminus with the existing Contract Number YH04-0014, administered by the Arizona Health Care Cost Containment System Administration. The terms and conditions of the Agreement will survive until the expiration or termination of this Addendum. The commencement date for performance is the 30th day of January 2006 and shall end the 31st day of March 2009, unless earlier terminated as provided under the Agreement. Upon the expiration of this Addendum, Customer shall permit IKON to remove from Customer's location any unused IKON-purchased supplies.

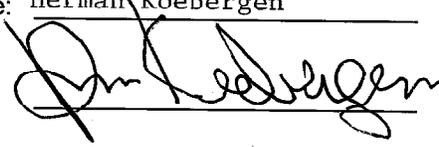
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

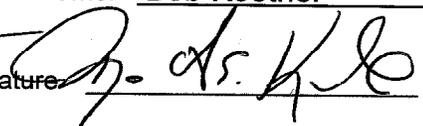
THE CITY OF PEORIA
Materials Management

IKON OFFICE SOLUTIONS, INC.

Printed Name: Herman Koebergen

Printed Name: Bob Koether

Signature: 

Signature: 

Title: Materials Manager

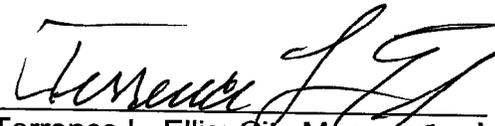
Title: VP/GM Desert Southwest

Date: 11-6-07

Date: 12-7-07

L CON 03304G

SIGNED:


Terrence L. Ellis, City Manager

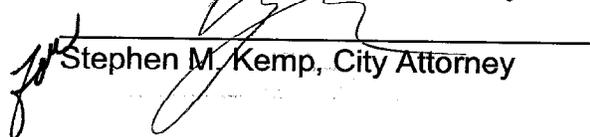
ATTEST:


Mary Jo Kief, City Clerk



APPROVED AS TO FORM:

William L. Emerson, Assistant City Attorney


Stephen M. Kemp, City Attorney



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**ADDENDUM NUMBER 36
MASTER SERVICE AGREEMENT**

This **Addendum Number 36** ("Addendum") is effective as of the **1st day of April 2009**, ("Addendum Effective Date") and amends the Master Service Agreement dated as of the January 1, 1999, and extended April 1, 2004 ("Agreement"), by and between **City of Peoria** ("Customer") and **IKON Office Solutions, Inc.** ("IKON").

EXHIBIT B-FEES

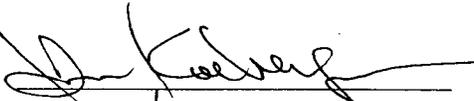
MONTHLY MINIMUM FEE

Effective April 1, 2009, the minimum monthly charge will increase two percent (2.0%) by \$299.09. These changes conform to the contract terms for increase not to exceed two 2% of the prices charged in the prior twenty four (24) months.

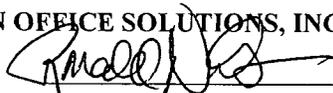
All capitalized words used but not defined in this Addendum will have the meanings given to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

CUSTOMER

By: 
Name: HERMAN KOEBBERGEN
Title: MATERIALS MANAGER
Date: 11-25-2008

IKON OFFICE SOLUTIONS, INC.

By: 
Name: Ron Nielson
Title: Area Vice President
Date: 11/24/08

LCON03304 #



Document Efficiency
At Work.™

STATE AND LOCAL GOVERNMENT
Product Schedule

Product Schedule Number: _____

Master Agreement Number: _____

This Schedule ("Schedule") is made part of the Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and **City of Peoria**, as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

Customer (Bill To) City of Peoria	Product Location SAME
Address 9401 W Monroe St Room 150	Address _____
City Peoria County Maricopa State AZ Zip 85345	City _____ County _____ State _____ Zip _____
Customer Contact Name: _____	Customer Telephone Number: _____
Fac Number/E-mail Address: _____	

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Description: Make, Model & Serial Number	Quantity	Description: Make, Model & Serial Number
1	IKON CCP 560 production color copier		
1 + 2	90-105 page per minute B&W Production Copier		
1 +	Genon IR8500 Ser# MNE05214		

PAYMENT SCHEDULE

Minimum Term (mos.) <u>31</u>	Minimum Payment (With/without tax) \$ <u>2213.57</u>	Payment Due: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	Advance Payment (with tax) <input type="checkbox"/> Apply to 1 st Month's Pmt. <input type="checkbox"/> Other _____
----------------------------------	---	--	--

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____

Addendum(s) Attached: Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form.
- You, the undersigned Customer, have applied to us to rent the above-described items ("Products") for commercial (non-consumer) purposes. Except with respect to the express non-appropriations rights set forth in the Agreement, **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to rent the above Product(s) from us, and we agree to rent such Product(s) to you, on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
- 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

X Title: _____

Herman Koebigen, Materials Mgr.
(Authorized Signer's printed name)

Accepted by:
IKON OFFICE SOLUTIONS, INC.

Date: 11/25/08

Authorized Signer:
RONALD NELSON
(Authorized Signer's printed name)

Title: AUP

Date: 11/21/08



Document Efficiency
At Work.™

Desert Southwest Marketplace
Joe Zavislak
1910 West University Drive
Tempe, AZ 85281
Telephone 480.379.7400
Fax

November 14, 2008

Mr. Dan Zenko
Materials Management Supervisor
City of Peoria
8314 W Cinnabar
Peoria, AZ 85345

Re: Management Services Contract

Greetings Mr. Zenko,

Your management of our staff through the years has been remarkable. Your attentive and respectful leadership has had a positive effect on the success of our activities.

I respond to your request to extend this contract thru June 30, 2011. I summarize the actions that will occur:

- > in the base fee is a monthly charge for a Mita wide format device; this fee of \$175.00 will be deleted and credited effective July 1, 2008;

- > the monthly payment of \$2742.47 for the convenience copiers will end with the March, 2009 payment.; title will pass to the City

- > the monthly payment of \$2213.57 (includes the \$130.00 monthly fee for the added finisher/stapler) for the copy center equipment will continue thru June 30, 2011; this new product schedule will be effective December 1, 2008 so that we may begin immediate implementation. This monthly payment will remain unchanged. The current Canon IR8500 because of its connectivity and low usage will remain. IKON will replace the current Canon IR5000 and Canon IR105 with the IKON560 color system and a high speed production system with connectivity and a ppm of 90-105 and a DocSend; unchanged are the black/white copies overage at \$0.0085 each and the color at \$0.125 each.

- > the fee per copy on the convenience copiers will remain at \$0.015 thru June 30, 2011
- > the monthly base fee with the subtraction of the \$175.00 is \$14954.33; the contract has a 2% escalator effective April 1, 2009. With this escalator the base fee effective April 1, 2009 will be \$15253.42 plus tax.

Mr. Zenko, with your approval we will begin implementation to replace the designated systems; this process will take approximately three weeks. A December 1, 2008 installation day is preferable. I have included the requisite product schedule for your approval. Also included is the letter regarding the escalator effective April 1, 2009. I await your instruction.

Respectfully,

Joe Zavislak



Document Efficiency
At Work.™

IKON Office Solutions
Desert Southwest Area

1910 West University Drive
Tempe, AZ 85281
Telephone 480.379.7400

October 31, 2008

Herman Koerbergen
Materials Manager
City of Peoria
8401 West Monroe Street
Peoria, Az 85345

Dear Mr. Koerbergen

This letter is to inform you of adjustments to the minimum charge for copy services in conformance with our original Facilities Management agreement, dated April 1, 2004

Effective April 1, 2009 the minimum monthly charge will increase Two Percent (2%) from \$14,954.33 to \$15,253.42. These changes conform to the contract terms for increase not exceeding two percent (2%) of the prices charged in the prior twelve (24) months.

We look forward to working with you in the future. If I may be of further assistance, please do not hesitate to contact me at (480) 379-7404.

Respectfully,

Heather Franek
Area Operations Manager
Management Services
IKON Office Solutions, Inc.



Document Efficiency
At Work.™

IKON Office Solutions, Inc.
 1910 W. University Dr.
 Tempe, AZ 85281-3262
 Telephone 480- 379-7400
 Fax 480-379-8657
 www.ikon.com

Pursuant to State of Arizona Procurement contract number YH04-0014, administered by the Arizona Health Care Cost Containment System Administration, the City of Peoria, Arizona elects to utilize the contract for the services outlined below.

Contract Extension (27 Months)

From tab "Optional Services & Pricing Tab F", page 1:

Option (1) with Mail Services/Courier: Includes the following:

- 250,000 copy center b/w impressions*
- (3) Full-time employees
- All black and white copy overages at \$.0085*
- All color copies at \$.125*
- Copy Center Production, Color, and Finishing Equipment.
- **Addition of (1) Full-time employee for satellite copy center.**
- All Convenience Copies at \$.015
- *Center and Convenience impressions include 201b 8 ½ x 11 white paper

Equipment Center Base	\$ 2,213.57
Services Center Base	\$14,954.23

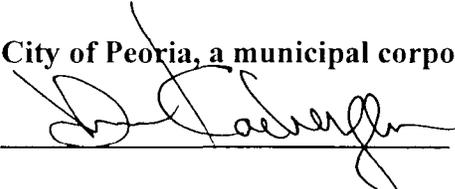
IKON agrees to maintain current IKON convenience equipment fleet through duration of contract extension.

Contract period extended through June 30, 2011

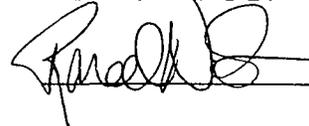
Total Monthly Base Fee for Copy/Mail/Messenger/Courier Services: \$17,167.80

City of Peoria, a municipal corporation

ATTESTED BY:



 11/25/08



 11-24-08

Herman Kobergen
Materials Manager

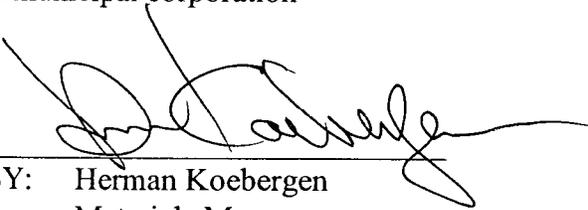
Date

Ron Nielson
Area Vice President

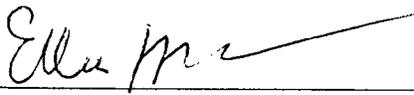
Date

IKON Addendum and Product Schedule, AHCCCS Contract YH04-0014
P04-0060, Copier Contract, Extension of Contract, New Pricing and Equipment.
LCON 03304 H

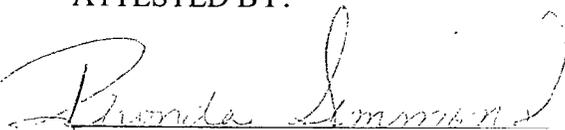
CITY OF PEORIA, ARIZONA
A municipal corporation


BY: Herman Koebergen
Materials Manager

APPROVED AS TO FORM:


Stephen M. Kemp, City Attorney

ATTESTED BY:


For Mary Jo Kief, City Clerk





Document Efficiency At Work.™

STATE AND LOCAL GOVERNMENT Product Schedule

Product Schedule Number: _____

Master Agreement Number: 1010001

This Schedule ("Schedule") is made part of the Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and City of Peoria as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

Customer (Bill To) City of Peoria, Product Location SAME, Address 8401 W Monroe St Room 150, City Peoria County Maricopa State AZ Zip 85345, Customer Contact Name, Customer Telephone Number, Fax Number/E-mail Address

PRODUCT DESCRIPTION ("PRODUCTS")

Table with 4 columns: Quantity, Description: Make, Model & Serial Number, Quantity, Description: Make, Model & Serial Number. Row 1: 1 IKON CCP 560 production color copier. Row 2: 2 Canon IR105 ICS Bundle with DocSend.

PAYMENT SCHEDULE

Payment Schedule table with columns: Minimum Term (mos.) 31, Minimum Payment (Without Tax) \$ 2213.57, Payment Due: X Monthly, Advance Payment (with tax) Apply to 1st Month's Pmt.

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

- 1. The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form.
2. You, the undersigned Customer, have applied to us to rent the above-described items ("Products") for commercial (non-consumer) purposes.
3. 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

X Herman Koebergen, Materials Manager, Date: 12-17-2008

Accepted by:

IKON OFFICE SOLUTIONS, INC.

X Debbie Luccero, Title: ADPO, Date: 12-10-08, (Authorized Signer's printed name)

L CON 033041

IKON Product Schedule With Purchase Option, AHCCCS Contract YH04-0014
P04-0060, Copier Contract, LCON03304I

CITY OF PEORIA, ARIZONA
A municipal corporation

APPROVED AS TO FORM:



Stephen M. Kemp, City Attorney

ATTESTED BY:



Mary Jo Kief, City Clerk



L CON 03304I

STATE AND LOCAL GOVERNMENT
Product Schedule
 WITH PURCHASE OPTION

Product Schedule Number: _____

Master Agreement Number: **101001**

This Product Schedule ("Schedule") is made part of the Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and **City of Peoria**, as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

Customer (Bill To) City of Peoria	Product Location City of Peoria (See Below)
Address 8401 W Monroe St Room 150	Address 8401 W Monroe St
City Peoria County Maricopa State AZ Zip 85345	City Peoria County Maricopa State AZ Zip 85345
Customer Contact Name:	Customer Telephone Number:
	Fax Number/E-mail Address:

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Description: Make, Model & Serial Number	Quantity	Description: Make, Model & Serial Number
1	Ricoh MP171SPF (Council Chambers)	1	Ricoh MP 1600 (City Clerks Records)
1	Ricoh MP171SPF (Fire Ops)	1	Ricoh MP171SPF (Library Upstairs)
1	Ricoh MP171SPF (Fleet)	1	Ricoh MP6000 (Police Records) 8314 W Cinnabar Ave Phoenix, AZ
1	Ricoh MP171SPF (Warehouse)		

PAYMENT SCHEDULE

Minimum Term (mos.) 6	Minimum Payment Without Tax \$ 3441.51	Finance Charge _____% per annum <i>*(see note below)</i>	Payment Due: <input checked="" type="checkbox"/> Monthly _____ Quarterly ____ Other _____	Advance Payment (with tax) ____ Apply to 1 st Month's Pmt. ____ Other _____
---------------------------------	--	---	---	--

* Only applicable if this Schedule is intended to be an I.R.C. Section 103 interest tax-exempt transaction.

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____

Addendum Attached: Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form.
- You, the undersigned Customer, have applied to us to rent the above-described items ("Products") for lawful commercial (non-consumer) purposes. Except with respect to the express non-appropriations rights set forth in the Agreement, **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to rent the above Product(s) from us, and we agree to rent such Product(s) to you, on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Purchase Option:**
 - Purchase Option Price: \$1.00 Purchase Option (plus any applicable tax)
 - Notwithstanding anything to the contrary in the Master Agreement, if no default has occurred and is continuing under the Master Agreement or this Schedule, you will have the option at the end of the original, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product(s) covered by this Schedule. You must give us at least 30 days' written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product(s) or that you will return the related Product(s) to us. If you do not give us such written notice or if you do not purchase or deliver the related Product(s) in accordance with the terms and conditions of the Master Agreement and this Schedule, the original term of this Schedule, or any renewal term, will automatically renew for successive 1-month terms until you deliver the related Product(s) to us. The Monthly Payment under this Schedule during such a renewal term will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to any such renewal term. This purchase option shall not apply to any Software.
 - Upon receipt of payment of the Purchase Option price, we will transfer our interest in the related Product(s) to you "AS IS, WHERE IS" without any representation or warranty what soever and this Schedule will terminate.
- Additional Provisions (if any) are: _____

CUSTOMER

X Title: **Materials Manager** Date: **5-9-09**
 Authorized Signer
HERMAN KOEBERGEN
 (Authorized Signer's printed name)

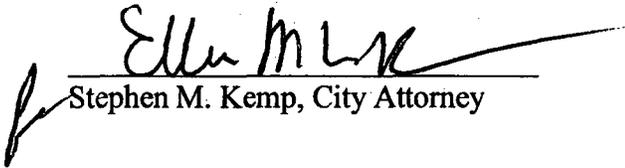
Accepted by: IKON OFFICE SOLUTIONS, INC.
 Authorized Signer Title: **AUP** Date: **5/19/09**
Ramona Nilsen
 (Authorized Signer's printed name)

L CON 03304J

IKON Product Schedule With Purchase Option, AHCCCS Contract YH04-0014
P04-0060, Copier Contract
LCON03304J, Amendment #10

CITY OF PEORIA, ARIZONA
A Municipal Corporation

APPROVED AS TO FORM:


Stephen M. Kemp, City Attorney

ATTESTED BY:


Mary Jo Kief, City Clerk





City of Peoria

8401 West Monroe Street, Peoria, Arizona 85345

April 24, 2009

IKON Financial Services
Attn: Marie Maly
3920 ARKWRIGHT ROAD SUITE 400
Macon, Georgia 31210-1748

Re: Disposition of Existing Credit

Dear Ms. Maly:

On behalf of the City of Peoria, in reference to an existing credit of \$22,321.63, it is our intent to have the amount applied to the attached new IFS lease agreement.

New Lease Term	6 Months
Type	\$1.00 Buyout
Monthly Payment	\$3,441.51
Tax @ .081	\$ 278.76
Total Monthly Payment	\$3,720.27
Total 6 Month Payments w/ tax	\$22,321.63

In applying the full credit to this lease should leave a credit balance of \$0.00

Sincerley,


Herman Koebergen
Materials Manager

**ADDENDUM #37
TO IKON MANAGEMENT SERVICES AGREEMENT**

This 37th Addendum ("Addendum") is effective as of the 1st day of April 2010 ("Addendum Effective Date") and amends the Management Services Agreement made as of April 1, 2004 ("Agreement") by and between The City of Peoria ("Customer") and IKON Office Solutions ("IKON") by adjusting service levels as listed below.:

Pursuant to State of Arizona Procurement contract number YH04-0014, administered by the Arizona Health Care Cost Containment System Administration:

CENTER BASE VOLUME REDUCTION

Copy Center Base Volume will be reduced from 250,000 monthly impressions to 150,000 monthly impressions, included in monthly base fee. This will result in a reduction of <\$800.00> per month.

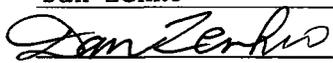
MANAGEMENT FEES

IKON agrees to reduce monthly base service fees by \$800.00 per month.

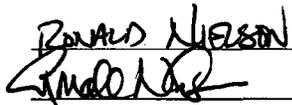
ADJUSTMENT WILL BE MADE PER EFFECTIVE DATE ABOVE TO THE CURRENT SERVICES AGREEMENT WHICH RUNS THROUGH JUNE 30TH, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Peoria

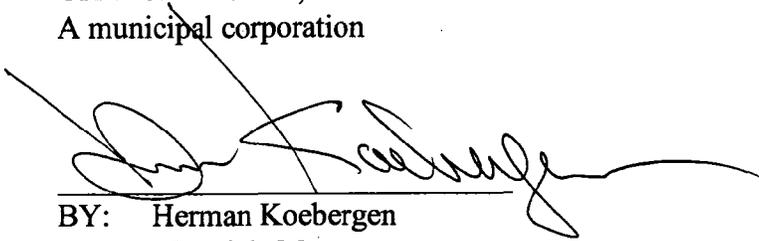
Printed Name: Dan Zenko
Signature: 
Title: Materials Management Supervisor
Date: 3-12-10

IKON OFFICE SOLUTIONS, INC.

Printed Name: RONALD NELSON
Signature: 
Title: AREA VP
Date: 3/11/10

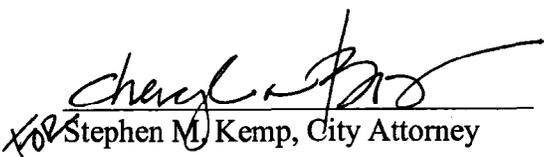
IKON Addendum # 37, AHCCCS Contract YH04-0014
P04-0060, Copier Contract, Base Volume Reduction (150,000).
LCON 03304 K

CITY OF PEORIA, ARIZONA
A municipal corporation



BY: Herman Koebergen
Materials Manager

APPROVED AS TO FORM:


FOR Stephen M. Kemp, City Attorney

ATTESTED BY:


Mary Jo Waddell, City Clerk

L CON 03304K

ORIGINAL

**ADDENDUM #38
TO IKON MANAGEMENT SERVICES AGREEMENT**

This 38th Addendum ("Addendum") is effective as of the 1st day of May 2010 ("Addendum Effective Date") and amends the Management Services Agreement made as of April 1, 2004 ("Agreement") by and between The City of Peoria ("Customer") and IKON Office Solutions ("IKON") by adjusting service levels as listed below.:

Pursuant to State of Arizona Procurement contract number YH04-0014, administered by the Arizona Health Care Cost Containment System Administration:

LABOR REDUCTION

Reduction of (1) Full Time Onsite Services Representative for Copy Services. <\$2557.00>

MANAGEMENT FEES

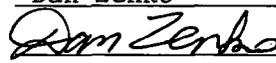
IKON agrees to reduce monthly base service fees by \$2557.00 per month.

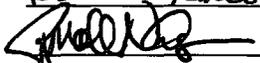
ADJUSTMENT WILL BE MADE PER EFFECTIVE DATE ABOVE TO THE CURRENT SERVICES AGREEMENT WHICH RUNS THROUGH JUNE 30TH, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Peoria

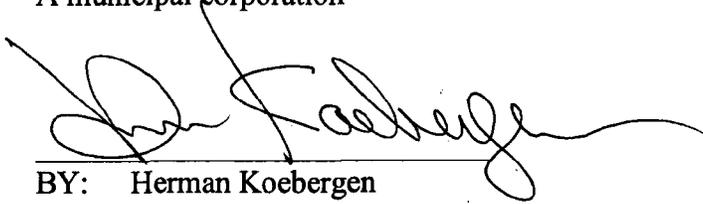
IKON OFFICE SOLUTIONS, INC.

Printed Name: Dan Zenko
Signature: 
Title: Materials Management Supervisor
Date: 3-12-10

Printed Name: ROBERT NICKSON
Signature: 
Title: AREA VP
Date: 3/11/10

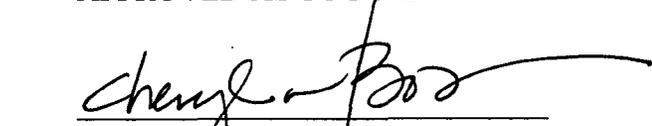
IKON Addendum # 38, AHCCCS Contract YH04-0014
P04-0060, Copier Contract, Labor Reduction.
LCON 03304 L

CITY OF PEORIA, ARIZONA
A municipal corporation



BY: Herman Koebergen
Materials Manager

APPROVED AS TO FORM:


for Stephen M. Kemp, City Attorney

ATTESTED BY:


Mary Jo Waddell, City Clerk

L CON 03304L

**ADDENDUM #39
TO IKON MANAGEMENT SERVICES AGREEMENT**

This 39th Addendum ("Addendum") is effective as of the 1st day of July 2011 ("Addendum Effective Date") and amends the Management Services Agreement made as of April 1, 2004 ("Agreement") by and between The City of Peoria ("Customer") and IKON Office Solutions ("IKON") by adjusting service levels as listed below:

Pursuant to State of Arizona Procurement contract number YH04-0014, administered by the Arizona Health Care Cost Containment System Administration:

Contract Extension (July 1st, 2011 – June 30th, 2012)

From tab "Optional Services & Pricing Tab F", page 1 Updated per AHCCCS Amendment #11:

Option (1) Copy Center Services: Includes the following:

- 100,000 copy center impressions (paper included @ .0065)
- All black and white copy center overages at \$.0125 (includes paper)
- All color copies at \$.0655 (includes paper)
- (1) Full-time Site Supervisor
- Copy Center Production, Color, and Finishing Equipment.

Additional Service Options

- Addition of (1) Full-time employee for mail & copy services
- Addition of (1) Full-time employee for mail services

Convenience Copiers Blended Rate: All impressions will be billed at **\$.0188** (includes paper): This rate is based on current convenience equipment mix (based on AHCCCS legacy* equipment service pricing). *Legacy refers to copiers installed prior to July 1, 2009.

Effective July 1, 2011 Monthly Base Fee will be adjusted to: \$13,755.00 plus tax per month.

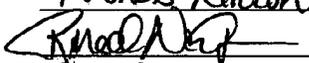
Equipment Center Base \$ 2,213.57
Services Center Base \$11,541.43

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Peoria

IKON OFFICE SOLUTIONS, INC.

Printed Name: Dan Zenko
Signature: 
Title: Materials Management Supervisor
Date: 5-26-11

Printed Name: Ronald Nixon
Signature: 
Title: RVP
Date: 5/23/11

SCANNED

STATE AND LOCAL GOVERNMENT
Product Schedule



Product Schedule Number: _____

Master Agreement Number: _____

This Product Schedule ("Schedule") is made part of the Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and City of Peoria, 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

City of Peoria Customer (Bill To) 8401 W Monroe St Room 150 Product Location Address				Dan Zenko Billing Contact Name			
Peoria Maricopa AZ 85345 City County State Zip				Billing Address (if different from location address)			
Billing Contact Telephone Number (623) 773-7147				Billing Contact Facsimile Number		Billing Contact E-Mail Address	

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	IKON CCP 560 Serial: A0U1P11000056
1	Canon IR105 Serial: KCQ00249
1	Canon IR105 Serial: SKG00625

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 12	Minimum Payment (Without Tax) \$ 2,213.57	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: _____
---------------------------------------	--	---	---

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 rent the above-described items ("Product") for commercial (non-consumer) purposes. Except with respect to the express non-appropriations rights set forth in the Agreement, **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Additional Provisions (if any) are: _____

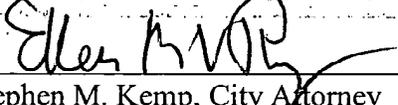
THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: <u>X Dan Zenko</u> Authorized Signer Signature Printed Name: <u>DAN ZENKO</u> Title: <u>MATERIALS MGMT SUPERVISOR</u> Date: <u>5-26-11</u>	Accepted by: <u>IKON OFFICE SOLUTIONS, INC.</u> By: <u>Debbie Lucero</u> Authorized Signer Signature Printed Name: <u>Debbie Lucero</u> Title: <u>ADFO</u> Date: <u>5-11-11</u>
---	---

IKON Addendum # 39, AHCCCS Contract YH04-0014
P04-0060, Copier Contract, Extension of Contract
LCON 03304 M

CITY OF PEORIA, ARIZONA
A municipal corporation

for 
BY: Herman Koebergen
Materials Manager

APPROVED AS TO FORM:
Ellen Van Riper, Assistant City Attorney
f 
Stephen M. Kemp, City Attorney



ATTESTED BY:


Wanda Nelson, City Clerk

L CON 03304M

LEASE AMENDMENT

CUSTOMER INFORMATION

Customer Legal Name	Peoria, City of	Date	21-June 11
Contact Name	Dan Zenko	Phone	623-773-7147
Email	DAN.ZENKO@PEORIAIL.GOV	Fax	

LEASE AMENDMENT (this "Amendment"), dated above, to the lease agreements and/or product schedules associated with the equipment/product and contract numbers listed on Exhibit A attached to this Amendment and by this reference made a part of this Amendment (such lease agreements and/or product schedules collectively referred to as the "Existing Agreements" and each, an "Existing Agreement"; and such equipment/product collectively referred to as the "Existing Equipment"), in each case between IKON Office Solutions, Inc. ("we" or "us") and Customer Legal Name stated above ("Customer" or "you");

RECITALS

WHEREAS, prior to the date of this Amendment, the parties have entered into the Existing Agreements; and

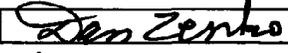
WHEREAS, as of the date of this Amendment, the parties have entered or intend to enter into new lease agreements and/or product schedules (such new lease agreements and/or product schedules collectively referred to as, the "Replacement Agreements" and each, a "Replacement Agreement") either (a) with respect to equipment in replacement of, or addition to, or in exchange for, the Existing Equipment (such equipment referred to in item (a) of this paragraph is herein collectively referred to as the "Replacement Equipment") or (b) with respect to the Existing Equipment, reflecting the terms of a refinancing of the Existing Agreement and Existing Equipment (a "Refinancing Transaction"); and

The parties wish to confirm the removal of the Existing Equipment (except with respect to Existing Equipment subject to a Refinancing Transaction) and any payment changes that would occur under Existing Agreement(s) on the Effective Date (as defined below) of the Replacement Agreement(s); and

NOW THEREFORE, in consideration of the foregoing premises, the parties, intending to be legally bound, hereby agree as follows:

- On the Effective Date (as defined below), the minimum payment(s) due and payable under the Existing Agreement(s) shall be modified to delete the portion(s) thereof attributable to the Existing Equipment as reflected on Exhibit A attached hereto and, except with respect to Existing Equipment subject to a Refinancing Transaction, we hereby authorize you to return the Existing Equipment to IKON Office Solutions, Inc. ("IKON") or our designee. As used in this Amendment, "Effective Date" means as applicable (a) the delivery and acceptance date reflected in the delivery and acceptance certificate signed by you with respect to the Replacement Equipment under the Replacement Agreement(s), or (b), in the case of a Refinancing Transaction, the date we accept the applicable Replacement Agreement. By signing below, you hereby confirm that we may retain any payments made by you for amounts owed on the Existing Agreement(s), including, without limitation, the portion(s) of the minimum payment attributable to the Existing Equipment as reflected on Exhibit A, through the Effective Date, regardless of when such payments were received by us.
- You authorize IKON or our designee to pick up and remove the Existing Equipment. By signing below, you confirm that IKON or our designee may rely on this request and the request will be governed by this Amendment. Except for the obligations of IKON or our designee to pick up and remove the Existing Equipment, neither IKON nor any of our designees assumes any obligation, payment or otherwise, under your lease agreement(s), which shall remain your sole responsibility through the Effective Date. As a material condition to the performance by IKON or our designee to pick up and remove the Existing Equipment, you hereby release IKON (or such designee) from, and shall indemnify, defend and hold IKON (or such designee) harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in relation to your Existing Agreement(s). This paragraph shall not apply to Existing Equipment subject to a Refinancing Transaction.
- The parties hereby agree that if the Replacement Agreement(s) is not accepted by us for any reason whatsoever, then this Amendment shall be of no force or effect and the Existing Agreement(s) shall remain in full force and effect and you shall continue to lease the Existing Equipment for the remaining term of the Existing Agreement(s) in accordance with the terms and conditions of the Existing Agreement(s) and you will be liable for all payments and obligations under the Existing Agreement(s) including, without limitation, the portion(s) of the minimum payment attributable to the Existing Equipment as reflected on Exhibit A, for the entire term set forth therein.
- All capitalized terms used but not defined in this Amendment will have the meanings given to them in the Existing Agreement(s). Except to the extent modified by this Amendment, the terms and conditions of the Existing Agreement(s) will remain unchanged and shall continue in full force and effect.

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

CUSTOMER	
Authorized Signature	
Printed Name	Dan ZENKO
Title	MATERIALS MGMT SUPERVISOR

IKON OFFICE SOLUTIONS, INC.	
Authorized Signature	
Printed Name	Jon Thomas
Title	VP Finance, West Region

EXHIBIT A

EQUIPMENT INFORMATION

Make, Model, Serial Number	IKON/ CPP560/A0U1P11000056	Contact	DAN ZENKO
Contract Number	142086-OS796D	Portion of Minimum Payment Attributable to Existing Equipment	1213.39
Pick-Up Address**		Phone	
City		State	
		Zip Code	

Make, Model, Serial Number	CANON/IR105/KCQ00249	Contact	DAN ZENKO
Contract Number	142086-OS796D	Portion of Minimum Payment Attributable to Existing Equipment	500.09
Pick-Up Address**		Phone	
City		State	
		Zip Code	

Make, Model, Serial Number	CANON/IR105/SKG00625	Contact	DAN ZENKO
Contract Number	142086-OS796D	Portion of Minimum Payment Attributable to Existing Equipment	500.09
Pick-Up Address**		Phone	
City		State	
		Zip Code	

Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	
		Zip Code	

Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	
		Zip Code	

Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	
		Zip Code	

** Except for Refinancing Transactions

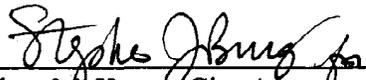
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Customer Initials

IKON, AHCCCS Contract YH04-0014
P04-0060, Copier Contract, Lease Amendment
LCON 03304 N

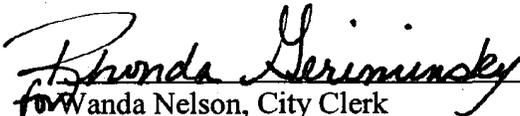
CITY OF PEORIA, ARIZONA
A municipal corporation


BY: Herman Koebergen
Materials Manager

APPROVED AS TO FORM:


Stephen M. Kemp, City Attorney

ATTESTED BY:


Wanda Nelson, City Clerk



L CON 03304N

**ADDENDUM #40
TO IKON MANAGEMENT SERVICES AGREEMENT**

This 40th Addendum ("Addendum") is effective as of the 1st day of July 2011 ("Addendum Effective Date") and amends the Management Services Agreement made as of April 1, 2004 ("Agreement") by and between The City of Peoria ("Customer") and Ricoh USA, Inc. (f/k/a IKON Office Solutions, Inc.) by adjusting service levels as listed below:

Pursuant to State of Arizona Procurement contract number YH04-0014, administered by the Arizona Health Care Cost Containment System Administration:

Contract Extension (July 1st, 2012 – July 31st, 2013)

From tab "Optional Services & Pricing Tab F", page 1 Updated per AHCCCS Amendment #11:

Option (1) Copy Center Services: Includes the following:

- 100,000 copy center impressions (paper included @ .0065)
- All black and white copy center overages at \$.0125 (includes paper)
- All color copies at \$.0655 (includes paper)
- (1) Full-time Site Supervisor
- Copy Center Production, Color, and Finishing Equipment.

Additional Service Options

- Addition of (1) Full-time employee for mail & copy services
- Addition of (1) Full-time employee for mail services

Convenience Copiers Blended Rate: All impressions will be billed at **\$.0188** (includes paper): This rate is based on current convenience equipment mix (based on AHCCCS legacy* equipment service pricing). *Legacy refers to copiers installed prior to July 1, 2009.

Monthly Base Fee will remain at current rate for above services currently: **\$13,755.00 plus tax** per month.

Equipment Center Base \$ 2,213.57

Services Center Base \$11,541.43

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Peoria

Ricoh USA

Printed Name:

DAN ZENKO
Dan Zenko

Printed Name: _____

Signature:

Signature: _____

Title:

Materials Mgmt. Supervisor

Title: _____

Date:

5-3-12

Date: _____

STATE AND LOCAL GOVERNMENT
Product Schedule



Product Schedule Number: _____
Master Agreement Number: _____

This Product Schedule ("Schedule") is made part of the Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and City of Peoria, 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

City of Peoria Customer (Bill To) 8401 W Monroe St Product Location Address				Dan Zenko Billing Contact Name			
Peoria Maricopa AZ 85345 City County State Zip				Billing Address (if different from location address)			
Billing Contact Telephone Number 623 773 7147				Billing Contact Facsimile Number		Billing Contact E-Mail Address Dan.Zenko@peoriaaz.gov	

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	IKON CCP 560 Serial AQU1P11000056
1	Ricoh 906EX Select Series
1	Ricoh 906EX Select Series

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 14	Minimum Payment (Without Tax) \$ 2,213.57	Minimum Payment Billing Frequency <input 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: _____
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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 rent the above-described items ("Product") for commercial (non-consumer) purposes. Except with respect to the express non-appropriations rights set forth in the Agreement, **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Additional Provisions (if any) are: _____

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

CUSTOMER By: X <u>Dan Zenko</u> Authorized Signer Signature Printed Name: <u>Dan Zenko MBA, MSC, CPPB</u> Title: <u>Materials Management Supervisor</u> Date: <u>5-3-12</u>	Accepted by: <u>IKON OFFICE SOLUTIONS, INC.</u> By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
--	--

L CON 033040

LEASE AMENDMENT

CUSTOMER INFORMATION

Customer Legal Name	City of Peoria	Date	5-3-12
Contact Name	Dan Zenko	Phone	623 773 7147
Email	Dan.Zenko@peoriaaz.gov	Fax	

LEASE AMENDMENT (this "Amendment"), dated above, to the lease agreements and/or product schedules associated with the equipment/product and contract numbers listed on Exhibit A attached to this Amendment and by this reference made a part of this Amendment (such lease agreements and/or product schedules collectively referred to as the "Existing Agreements" and each, an "Existing Agreement"; and such equipment/product collectively referred to as the "Existing Equipment"), in each case between IKON Office Solutions, Inc. ("we" or "us") and Customer Legal Name stated above ("Customer" or "you");

RECITALS

WHEREAS, prior to the date of this Amendment, the parties have entered into the Existing Agreements; and

WHEREAS, as of the date of this Amendment, the parties have entered or intend to enter into new lease agreements and/or product schedules (such new lease agreements and/or product schedules collectively referred to as, the "Replacement Agreements" and each, a "Replacement Agreement") either (a) with respect to equipment in replacement of, or addition to, or in exchange for, the Existing Equipment (such equipment referred to in item (a) of this paragraph is herein collectively referred to as the "Replacement Equipment") or (b) with respect to the Existing Equipment, reflecting the terms of a refinancing of the Existing Agreement and Existing Equipment (a "Refinancing Transaction"); and

The parties wish to confirm the removal of the Existing Equipment (except with respect to Existing Equipment subject to a Refinancing Transaction) and any payment changes that would occur under Existing Agreement(s) on the Effective Date (as defined below) of the Replacement Agreement(s); and

NOW THEREFORE, in consideration of the foregoing premises, the parties, intending to be legally bound, hereby agree as follows:

- On the Effective Date (as defined below), the minimum payment(s) due and payable under the Existing Agreement(s) shall be modified to delete the portion(s) thereof attributable to the Existing Equipment as reflected on Exhibit A attached hereto and, except with respect to Existing Equipment subject to a Refinancing Transaction, we hereby authorize you to return the Existing Equipment to IKON Office Solutions, Inc. ("IKON") or our designee. As used in this Amendment, "Effective Date" means as applicable (a) the delivery and acceptance date reflected in the delivery and acceptance certificate signed by you with respect to the Replacement Equipment under the Replacement Agreement(s), or (b), in the case of a Refinancing Transaction, the date we accept the applicable Replacement Agreement. By signing below, you hereby confirm that we may retain any payments made by you for amounts owed on the Existing Agreement(s), including, without limitation, the portion(s) of the minimum payment attributable to the Existing Equipment as reflected on Exhibit A, through the Effective Date, regardless of when such payments were received by us.
- You authorize IKON or our designee to pick up and remove the Existing Equipment. By signing below, you confirm that IKON or our designee may rely on this request and the request will be governed by this Amendment. Except for the obligations of IKON or our designee to pick up and remove the Existing Equipment, neither IKON nor any of our designees assumes any obligation, payment or otherwise, under your lease agreement(s), which shall remain your sole responsibility through the Effective Date. As a material condition to the performance by IKON or our designee to pick up and remove the Existing Equipment, you hereby release IKON (or such designee) from, and shall indemnify, defend and hold IKON (or such designee) harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in relation to your Existing Agreement(s). This paragraph shall not apply to Existing Equipment subject to a Refinancing Transaction.
- The parties hereby agree that if the Replacement Agreement(s) is not accepted by us for any reason whatsoever, then this Amendment shall be of no force or effect and the Existing Agreement(s) shall remain in full force and effect and you shall continue to lease the Existing Equipment for the remaining term of the Existing Agreement(s) in accordance with the terms and conditions of the Existing Agreement(s) and you will be liable for all payments and obligations under the Existing Agreement(s) including, without limitation, the portion(s) of the minimum payment attributable to the Existing Equipment as reflected on Exhibit A, for the entire term set forth therein.
- All capitalized terms used but not defined in this Amendment will have the meanings given to them in the Existing Agreement(s). Except to the extent modified by this Amendment, the terms and conditions of the Existing Agreement(s) will remain unchanged and shall continue in full force and effect.

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

CUSTOMER	
Authorized Signature	<i>Dan Zenko</i>
Printed Name	DAN ZENKO
Title	Materials Mgmt. Supervisor

IKON OFFICE SOLUTIONS, INC.	
Authorized Signature	
Printed Name	
Title	

EXHIBIT A

EQUIPMENT INFORMATION

Make, Model, Serial Number	Canon IR105, SKG00625	Contact	Dan Zenko142086-
Contract Number	142086-OS796F	Portion of Minimum Payment Attributable to Existing Equipment	\$796.25
Pick-Up Address**	8401 W monroe St	Phone	6237737177
City	Peoria	State	AZ Zip Code 85345

Make, Model, Serial Number	Canon IR105, KCQ00249	Contact	Dan Zenko
Contract Number	142086-OS796F	Portion of Minimum Payment Attributable to Existing Equipment	\$796.25
Pick-Up Address**	8401 W Monroe St	Phone	6237737177
City	Peoria	State	AZ Zip Code 85345

Make, Model, Serial Number	IKON CPP560, AQU1P11000056	Contact	Dan Zenko
Contract Number	142086-OS796F	Portion of Minimum Payment Attributable to Existing Equipment	\$621.07
Pick-Up Address**	8401 W Monroe St	Phone	6237737177
City	Peoria	State	AZ Zip Code 85345

Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	Zip Code

Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	Zip Code

Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	Zip Code

** Except for Refinancing Transactions

[Signature]
Customer Initials

L CON 033040

IKON Addendum # 40, AHCCCS Contract YH04-0014
P04-0060, Copier Contract, Extension of Contract
LCON 03304 O

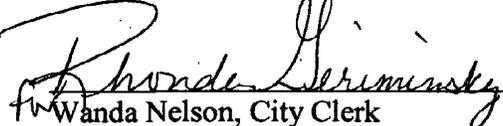
CITY OF PEORIA, ARIZONA
A municipal corporation


BY: Dan Zenko
Materials Management Supervisor

APPROVED AS TO FORM:


Stephen M. Kemp, City Attorney

ATTESTED BY:


Wanda Nelson, City Clerk

