

TITLE: Approve Vendor Recommendation
for Awarding the DIR Quote for Small
Convenience and High-Volume Copy
Machines

DATE: July 26, 2011

QUOTE RECOMMENDATION

BACKGROUND:

We request that the MISD Board of Trustees approve the recommendation as made by the Purchasing Department. Quote #12-001 was received from the State of Texas Department of Information Resources (DIR), Communication Technology (ICT) Co-op Vendor, Canon U.S.A., Inc. through their servicing dealer Marimon Business Systems. DIR is authorized to provide purchasing services for local governments, pursuant to Title 8, Subtitle C, Subchapter D, Chapter 271, Local Government Code, in accordance with the provisions stipulated in Chapter 2054 Texas Government Code.

CONSIDERATIONS:

Attached is the tabulation of the negotiated quote received from Marimon Business Systems and a copy of the State and Local Government Master Agreement and Master Platinum Plus Maintenance Agreement. The purpose of this quote is to obtain a lease agreement for all small convenience and high-volume copy machines district wide. The small convenience copy machines will be utilized in various office areas, libraries, and choir and band halls throughout District campuses and departments. The high-volume copy machines will be utilized in the teacher workrooms and other high-volume areas at various schools and departments.

Initially, cooperative quotes were obtained from the following vendors to replace high-volume copy machines that were to expire at five school locations: ASI Business Solutions, Canon Business Systems, Datamax of Texas, Marimon Business Systems, Oce North America, Nevill Imaging Solutions and Toshiba. After the initial quote, the District negotiated the upgrade of three additional locations that would expire in the near future due to continued service failures caused from age and use of the equipment. As negotiations progressed, the current vendor, Marimon Business Solutions, recommended a complete fleet replacement of both the small convenience and high-volume copy machines district wide. The majority of the high-volume fleet was scheduled to expire August 2012. Refreshing the fleet early would provide new, faster, more reliable equipment.

Based on this recommendation, it was determined that the best interest of the District would be to establish a contract with Canon U.S.A., Inc. through their servicing dealer Marimon Business Systems and replace the entire fleet of copy machines. Marimon Business Systems is our current small convenience copy vendor and holds the majority of the contracts for our high-volume copy machines. Continuing service from this company will provide consistency throughout the District and will reduce down time during the installation process. In addition, this allows all copy machines to be on one contract, one invoice for payment, one expiration date and one vendor with whom to correspond concerning copy-related needs.

This agreement will be for new Canon copy machines (multi-function devices) with the latest technology and enhanced security and authentication features. These devices also include multi-layered solutions that safeguard confidential information and support security compliance.

The District has also selected the hard disk erase kits for all machines to ensure that confidential information is removed when the contract expires.

This contract standardizes the machines to the three basic models including: the Canon 8095 for high-volume high school, middle school, intermediate school, elementary school campuses and departments, Canon 5050 for small convenience district wide and Canon 5030 for small convenience color machines at the high schools. All machines will be connected to the network and will be able to print and scan from the desktop. Each machine is configured with stapler finisher, print controller with post script. Fax capability is also an option that may be selected. Currently there are eleven locations that utilize this function. The contract includes unlimited copies, toner, staples and service for all machines. The duration of the contract is fifty-one months.

The contract was negotiated as a total lump sum for 165 machines at a monthly expenditure of \$71,748.00. This includes replacement of all current equipment with the addition of equipment required for Nancy Neal Elementary scheduled to open August 2011. The total expenditure related to this contract is slightly more than the current budget with the anticipated budget increases that were expected for the replacement of the machines in August 2012.

Budget Year	Plan	Admin. Budget	Campus/Dept. Budgets	Total Budget
2010-2011	All current machines this past year.	\$580,920.00	\$202,357.00	\$783,277.00
Initial (Pre-Proposal) 2011-2012	Replacement of 5 locations and addition of Nancy Neal Elementary machines. All other machines to remain on existing contracts.	\$656,365.40	\$202,576.00	\$858,941.40
Proposed 2011-2012	Replacement of all small convenience and high-volume copiers including addition of Nancy Neal Elementary machines.	\$658,400.00	\$202,576.00	\$860,976.00
	Difference required to upgrade all machines based on initial versus proposed 2011-2012 budget.	\$2,034.60	\$0	\$2,034.60

RECOMMENDATION:

The Purchasing Department recommends that Quote #12-001 for Small Convenience and High-Volume Copy Machines be awarded to Canon U.S.A., Inc. through their servicing dealer Marimon Business Systems as shown on the tabulation and that the Superintendent be authorized to finalize negotiations and sign the State and Local Government Master Agreement and Master Platinum Plus Maintenance Agreement.

DIR-SDD-1662 Small Convenience and High-Volume Copy Machines Quote #12-001
Contract Details

Vendor>>>	Marimon Business Systems
Length of Contract	51 Month Lease
Proposed Monthly Expenditure	\$71,748.00
Proposed Total Expenditure	\$860,976.00
Number of Machines	165 machines
Number of Copies Included	Unlimited black and white copies; Color Copies at \$0.075 per click
Special Instructions	Mark order DIR-SDD-1662

**DIR-SDD-1662 Small Convenience and High-Volume Copy Machines Quote #12-001
Proposed Plan**

High-Volume Copy Machines	Total Number of Machines	Current Machines per Location	Proposed per Location
High Schools (4)	8	2 each New Sharp MXM850 (85ppm) or 2 each Oce 3165 (65ppm) Remanufactured Machines	2 each New Canon 8095 (95ppm)
Middle Schools (6)	12	2 each AR-M550U (55ppm) remanufactured machines or 1 each Oce 3165 (65ppm) remanufactured machine	2 each New Canon 8095 (95ppm)
Intermediate Schools (6)	12	2 each AR-M550U (55ppm) remanufactured machines or 1 each Oce 3165 (65ppm) remanufactured machine	2 each New Canon 8095 (95ppm)
Elementary Schools (21)	42	2 each AR-M550U (55ppm) remanufactured machines or 1 each Oce 3165 (65ppm) remanufactured machine	2 each New Canon 8095 (95ppm)
New Elementary School (2)	2	None (Nancy Neal Elementary)	2 each New Canon 8095 (95ppm)
Other	7	1 or 2 each AR-M550U (55ppm) remanufactured machines or 1 each Oce 3165 (65ppm) remanufactured machine	1 or 2 each New Canon 8095 (95ppm)

Small Convenience Copy Machines	Total Number of Machines	Current Machines per Location	Proposed per Location
Machine type selected by individual campuses and departments based on need and budget requirements.	21	Canon 2525i (25ppm)	Canon 5050 (50ppm)
	1	Canon 2525i with fax (25ppm)	Canon 5050 with fax (50ppm)
	37	Canon 2535i (35ppm)	Canon 5050 (50ppm)
	11	Canon 2535i with fax (35ppm)	Canon 5050 with fax (50ppm)
	4	Canon C5030 Color (30ppm)	Canon C5030 Color (30ppm)
	3	Sharp 257 (25ppm)	Canon 5050 (50ppm)
	4	Sharp 363 (36 ppm)	Canon 5050 (50ppm)
	1	None (Nancy Neal Elementary)	Canon 5050 (50ppm)

CUSTOMER:

Full Legal Name: Mansfield Independent School DistrictAddress: 605 Broad StreetCity: MansfieldState: TXZip: 76063Contact: Shelley Freeman

This 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", "our" or "MBM" in this Master Agreement, we mean MBM Financial, L.P. "MBS" will mean Marimon Business Systems, Inc.

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 (the "Agreement"). 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. 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 date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate within ten (10) business days after any Product is installed, provided that the Product is successfully installed and properly functioning, otherwise you will notify us promptly of any such installation or other issues.
3. **Term: Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on or before the Effective Date, but in no event will the due date for the first Payment be less than thirty (30) days following the date of the invoice. 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 thirty (30) days of the due date, you will pay to us, in addition to that payment, a 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 THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT. FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS MASTER AGREEMENT. This Agreement is non-cancelable except as provided for in Section 19, Non-Appropriation/Non-Substitution. 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 and in compliance with applicable laws and in good condition, except for ordinary wear and tear. All alterations, additions and 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.** MBM agrees that Customer is exempt from sales/use tax. Customer will provide valid tax-exemption certificate for sales/use tax. MBM will file and pay property tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any warranties made by the Vendor or Supplier (as defined in Section 10 of this Master Agreement) with respect to the Product rented pursuant to such Schedule. We warrant that we will not interfere with your quiet enjoyment of the use of the Product so long as no event of default under this Master Agreement or any Schedule shall have occurred and be continuing. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR DESIGN THE PRODUCT. YOU ACKNOWLEDGE THAT WE DO NOT REPRESENT THE MANUFACTURER, VENDOR OR EQUIPMENT SUPPLIER AND THAT YOU HAVE SELECTED THE PRODUCTS AND THE VENDOR BASED ON YOUR OWN JUDGEMENT. However, notwithstanding anything to the contrary, if you enter into any maintenance agreement ("Maintenance Agreement") with MBM 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 (i) you may have against MBM as a vendor of the Product or in connection with the Maintenance Agreement or (ii) you may have against MBM under Article 2A of the UCC. EXCEPT FOR OUR WARRANTY OF QUIET ENJOYMENT, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US, YOU RENT THE PRODUCT(S) "AS-IS". The only warranties express or implied, made to you are the warranties (if any) made by the Vendor to you in any documents executed by and between the Vendor and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT.
7. **Loss or Damage.** You are responsible for any theft, destruction of, or damage to, the Products (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 MBM.
8. **Claims, Liability and Insurance.** YOU ACKNOWLEDGE THAT MBM IS NOT RESPONSIBLE FOR ANY CLAIM OR OTHER DAMAGE, INJURY OR LOSS CAUSED BY THE PRODUCT; PROVIDED, HOWEVER, THIS ACKNOWLEDGEMENT DOES NOT INCLUDE MBM. MBM SHALL AGREE TO INDEMNIFY AND SAVE HARMLESS YOU AND YOUR BOARD OF TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS FROM ALL SUITES, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY TANGIBLE PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR TANGIBLE PROPERTY ARISING OUT OF, OR OCCASIONED BY THE WILLFUL OR NEGLIGENT ACTS DIRECTLY OR INDIRECTLY OF MBM OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. MBM FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF YOU AND IN YOUR NAME, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH SUCH INJURY, DEATH OR DAMAGE. YOU AGREE TO MAINTAIN INSURANCE TO COVER THE PRODUCT AND WILL NAME US AS AN ADDITIONAL INSURED AND LOSS PAYEE ON YOUR INSURANCE POLICY. IF YOU ARE SELF-INSURED WITH RESPECT TO THE PRODUCT(S), YOU SHALL MAINTAIN DURING THE TERM OF EACH SCHEDULE TO THIS AGREEMENT A SELF-INSURANCE PROGRAM REASONABLY SATISFACTORY TO US AND SHALL PROVIDE TO US EVIDENCE OF SUCH PROGRAM. EXCEPT AS PROVIDED IN THIS AGREEMENT, IN THE EVENT OF LOSS OR DAMAGE TO THE PRODUCT AND TO THE EXTENT THAT THE PAYMENTS ARE NOT COVERED BY THE INSURANCE, YOU AGREE TO REMAIN RESPONSIBLE FOR THE PAYMENT OBLIGATIONS UNDER THIS MASTER AGREEMENT UNTIL THE PAYMENT OBLIGATIONS ARE FULLY SATISFIED. IN THE EVENT OF A LOSS OF THE PRODUCT, WE WILL PROMPTLY REPLACE THE PRODUCT FOR YOUR USE; PROVIDED, HOWEVER, THAT YOU REMAIN RESPONSIBLE FOR THE COST OF REPLACING THE PRODUCTS SPECIFIED IN SECTION 7 ABOVE.
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 lease. 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 appoint us or our designee as your attorney-in-fact to execute and file, on your behalf, financing statements covering the product.
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 ("Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. **Default.** Each of the following is a "Default" under this Master Agreement and all Schedules: (a) you fail to pay any Payment or any other payment within thirty (30) days of its due date, (b) you do not perform any of your obligations under this Master Agreement or any Schedule and this failure continues for thirty (30) days after you are notified of it in writing, or (c) you become insolvent, dissolve and 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 relicense the software at a public or private sale; (h) cause the Supplier to terminate the Software License, support and other services under the Software License; (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; and/or (j) eight party may exercise any and all other rights or remedies permitted under the laws of the State of Texas. 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, provided that we remain the party who is responsible for invoicing you and collecting Payments under this Agreement and remain responsible for our obligations under this Agreement. 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 maintenance, service or supply agreement with MBM, such agreement will remain in full force and effect with MBM 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 Equipment.** After the minimum term of any Schedule to the Master Agreement, such Schedule will renew on a month-to-month basis unless you notify us in writing at least thirty (30) days prior to the expiration of the minimum term of such schedule and make the Product available for return as specified at the end of this Section. At the end of or upon termination of each Schedule, you will immediately make the Product available for return in good condition, less normal wear and tear. You will not be responsible for shipping charges and all other associated charges necessary to return the Product.
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 serial numbers, agreement/schedule 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 either party until it is signed by both parties. If either party delays or fails to enforce any of its rights under this Master Agreement with respect to any Schedule, each party may still enforce those rights at a later time. All notices shall be given in writing. Notices to either party shall be effective upon actual receipt by the receiving party. Notices should be addressed to the follow persons:

Shelley Freeman	Dee Muse
Mansfield ISD	MBM Financial, LP
1920 N. Main Street	7300 N Gessner
Mansfield, TX 76063	Houston, TX 77040

All of our 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.** This Master Agreement and any and all Schedules will be construed in accordance with the laws of the State of Texas. Any suite or action brought in connection with this Master Agreement and any and all Schedules shall have exclusive venue in Tarrant County, Texas. By signing each Schedule, you agree that either (a) you have reviewed, approved, and received a copy of the equipment supplier contract, or (b) that we have informed you by this writing of the identity of the equipment supplier, that you may have rights under the equipment supplier contract, and that you may contact the equipment supplier for a description of those rights.

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 to (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 or by "e-commerce" transmission, if applicable, the facsimile copy or "e-commerce" transmission as received by us shall be binding against you as if it were manually signed. However, no facsimile "e-commerce" transmission or other version of a Schedule shall be binding against us until manually signed by us. You agree that the facsimile or "e-commerce" version of a Schedule manually signed by us shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver the facsimile or "e-commerce" version of any counterpart of the Schedule with your original signature upon our request.
18. **Essentiality.** During the term of this 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 propriety 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 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 dates, 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 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 Agreement, at your sole expense, in accordance with the terms hereof; and (iii) any Schedule to this 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.
20. **Funding Intent.** You represent and warrant to us that you presently intend to continue this 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 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 Agreement in 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 Agreement and all Schedules to this Agreement; (iii) this Agreement and all Schedules to this 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 Agreement or any Schedules to this Agreement. (b) 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 provide us with any other documents that we may reasonably request in connection with the foregoing and this Agreement.
22. **Force Majeure.** Neither party shall be liable for failure to perform its obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, war, weather and energy related closings, governmental rules or regulations or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such cause(s).

WITNESS WHEREOF the parties have executed this Master Agreement as of _____, 20_____.

MBM Financial, LP

X
Authorized Signature

Print Name & Title

MANSFIELD INDEPENDENT SCHOOL DISTRICT

X
Authorized Signature

Print Name & Title

EQUIPMENT SCHEDULE

Please fax a signed copy to 1-866-329-8795

Master Agreement No. _____

Dated: _____

Equipment Schedule No. _____

Dated: _____

Lessor: **MBM Financial, LP**

Lessee: **Mansfield Independent School District**

This Equipment Schedule is entered into pursuant to the Master Agreement identified above (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein and made a part hereof, along with any Supplemental Terms annexed to this Equipment Schedule. This Equipment Schedule, any Supplemental Terms annexed hereto and the Agreement as it relates to this Equipment Schedule are hereinafter collectively referred to as the "Schedule."

1. EQUIPMENT AND PAYMENT INFORMATION:

SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") Marimon Business Systems, Inc.	(713) 856-2027
	Street Address/City/State/Zip 7300 N Gessner, Houston TX 77040	Supplier Phone #

EQUIPMENT DESCRIPTION	Equipment Description	Quantity	Serial Number
	SEE SCHEDULE A		

EQUIPMENT LOCATION	Street Address/City/County/State/Zip
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END OF LEASE PURCHASE OPTION	Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply. <input type="checkbox"/> Fair Market Value Purchase Option	PLUS APPLICABLE TAXES
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TERM AND PAYMENT SCHEDULE	Initial Lease Term: Months 51	Rental Payment: \$ 215,244.00	You agree to pay at the time you sign this Lease: A) Total Number of Advances: _____ (Mos.) B) Total Advance Rental Payment = _____ C) Sales/Use Tax on Rental Payment = \$ _____ D) One-time Documentation Fee = \$ _____ E) Total Due = \$ _____	PLUS APPLICABLE TAXES
	Payment Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other		If more than one Rental Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.	

MBM Financial, LP
LESSOR

MANSFIELD INDEPENDENT SCHOOL DISTRICT
LESSEE

Name _____
Title _____

(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)

Name _____
Title _____

MBS Sales Rep: _____

Order No:



marimon

Essential for Business

Master Platinum Plus Maintenance Agreement

Client Name: Mansfield Independent School District Contact Person: Shelley Freeman

Telephone Number: 817-299-6090 Fax Number: 817-473-5780 Email Address: shelleyfreeman@misdmail.org

Billing Address: 605 E Broad St Mansfield TX 76063
Street Address/PO Box City State Zipcode

Location of Equipment: See Attached Schedule A

- Houston
- Dallas
- Fort Worth

Manufacturer	Model Number	M/A OMD Code
Canon	See Schedule A	

Serial #	Base Rate	Black & White Prints Include	Rate for B&W Overage	Color Prints Included	Rate for Color Prints	Scans when Applicable
See Schedule A		Unlimited	N/A	Zero Base	0.075	N/A
Toner and Staples included						

Special Conditions: All Digital Network PMA's must be accompanied by a complete Platinum Connectivity agreement.

Marimon provided Surge Protector

Terms of Agreement: 51 Months

Commencement Date: September 1, 2011 Commencement Meter Reading: _____

Security Deposit Amount: \$0 ID Tag Number: See Schedule A

1st of Month Cycle Bill 15th of the Month Cycle Bill Installation Date: _____

Customer Acceptance

Customer Signature _____ Printed Name/Title _____ Date _____

Marimon Business Systems Acceptance

Accepted by Marimon Maintenance Department _____ Date _____

Corporate Office
7300 North Gessner, Houston, TX 77040
Phone 713-856-2000 Fax: 713-856-2006
Email: maintenance@marimoninc.com

*** Subject to the terms and conditions on the reverse side of this certificate ***

* See explanation in Paragraph 11 on reverse side.

COPY.....SALES ORDER PACK.....MAINTENANCE FILE

marimon

Essential for Business

Master Platinum Plus Maintenance Agreement

This Maintenance Agreement ("Agreement") shall become effective upon its acceptance by Marimon Business Systems, Inc. ("MBS") on the date shown on the face hereof.

1. The Agreement base charges are payable in advance on the first day of the coverage period. MBS has no obligation to provide any of the services described herein unless the customer is current in all payments to be made to MBS under this Agreement and the equipment lease, if any, relating to the equipment to be serviced.

2. During the term of the Agreement, MBS will provide labor services. Labor performed during a service call excluding: operator error calls. Repair and/or Replacement Parts – parts necessary to the operation of the equipment will be provided, with the exception of receiving trays, cassettes, doors, operation panels, key counters, coin counters & covers, and papers.

3. All services will be performed during normal business hours. If service is performed at other times at the customer's request, the customer will be charged MBS's then effective billing rate for service. Fax boards, print controllers and scanner boards have a one year warranty.

4. This Agreement shall not apply to service or repairs failure, fire, water or other casualty, or to repairs made necessary as a result of moving the equipment or service by personnel other than MBS personnel or repeated use of supplies other than those meeting published specifications for the equipment. Separate charges for repair or replacement due to the foregoing shall be paid by the customer at MBS's then effective billing rate for parts and labor.

5. When in MBS's opinion, shop reconditioning or work beyond the scope of this Agreement is required; MBS will submit a cost estimate for such work. If the customer authorizes such work, the customer will be billed for that work.

6. This Agreement covers only the equipment listed on the face hereof and does not cover any accessories not listed, it also only covers the equipment while located at the specified location. If the equipment is moved to another allocation, MBS may terminate this Agreement.

7 Upon expiration of the initial term of this Agreement, this Agreement will automatically renew for successive one (1) year terms unless the Customer provides written notice of non-renewal at least sixty (60) days before the end of the term. This Agreement may not be otherwise canceled.

8. This Agreement may not be assigned by the customer.

9. If any part of a payment is not paid when due the customer agrees to pay a late charge of 1.5% per month on the unpaid

balance. The customer also agrees to pay \$25.00 for each check returned for insufficient funds.

10. The Customer shall bear all risk of loss to the equipment or loss arising out of its use, MBS shall not be liable for any incidental or consequential damage from any cause whatsoever. Neither shall MBS be liable for any loser damage as a result of delay or failure to furnish service or failure of the equipment to operate properly.

11. The Base rate is the monthly fee charged under the terms of this Agreement. The customer agrees to pay a total sum equal to the Base Rate times the Agreement term. The customer may not cancel this Agreement. In the event of default by customer, MBS may accelerate the payments due under the terms of this Agreement and/or exercise any other rights granted by law.

12. This Agreement shall be governed by Texas law. If this Agreement is placed in the hands of an attorney for collection, customer shall be liable for all attorney's fees and costs of collection. Venue shall be in Harris County, Texas.

13. This Maintenance Agreement covers maintenance of MBS equipment only. If the customer call MBS for correction of a problem related to the customer's computer network the customer will be charged MBS's then effective billing rate for that call. Refer to Platinum Connectivity agreement.

14. This Agreement constitutes the whole agreement between MBS and the customer and may be amended only in writing signed by MBS and the customer.

15. This Agreement does not include toner, developer and consumables for color laser printers or toner and drums for fax equipment, unless specified in Special Condition box on front of agreement.

16. Transition Billing: You agree to pay to us an interim payment from and including the commencement date through, but not including the payment due date of the month next following the Commencement date (the "Interim Payment Period") at the rate equal to 1/30th of the minimum monthly payment set forth herein for each calendar day during the Interim Payment Period.

Customer initials _____ Date _____ //



**Schedule A
ACTIVE EQUIPMENT ONLY**

ID #	S/N	MODEL	ACCT	ADDRESS	CITY	ST	ZIP	LOCATION	INITIAL METER READ	CONTACT EMAIL	MONTHLY BASE BILLING	MONTHLY ALLOWANCE	OVERAGE CPP	PROGRAM**	PRODUCT**
1		Canon 8095		3001 E Broad St	Mansfield	TX	76063	Mansfield HS				Unlimited	N/A	In-Market Service	CEM
2		Canon 8095		3001 E Broad St	Mansfield	TX	76063	Mansfield HS				Unlimited	N/A	In-Market Service	CEM
3		Canon 8095		1071 W Turner Wamell Rd	Arlington	TX	76001	Summit HS				Unlimited	N/A	In-Market Service	CEM
4		Canon 8095		1071 W Turner Wamell Rd	Arlington	TX	76001	Summit HS				Unlimited	N/A	In-Market Service	CEM
5		Canon 8095		7700 Watson Rd	Arlington	TX	76002	Timberview HS				Unlimited	N/A	In-Market Service	CEM
6		Canon 8095		7700 S Watson Rd	Arlington	TX	76002	Timberview HS				Unlimited	N/A	In-Market Service	CEM
7		Canon 8095		1263 North Main Street	Mansfield	TX	76063	Legacy High School				Unlimited	N/A	In-Market Service	CEM
8		Canon 8095		1263 North Main Street	Mansfield	TX	76063	Legacy High School				Unlimited	N/A	In-Market Service	CEM
9		Canon 8095		1016 Magnolia Rm 147	Mansfield	TX	76063	Anderson Education Complex - DOI				Unlimited	N/A	In-Market Service	CEM
10		Canon 8095		1016 Magnolia Rm 147	Mansfield	TX	76063	Anderson Education Complex - DOI				Unlimited	N/A	In-Market Service	CEM
11		Canon 8095		810 Dove Meadows Dr	Arlington	TX	76002	Jamet Brockett Elementary				Unlimited	N/A	In-Market Service	CEM
12		Canon 8095		810 Dove Meadows Dr	Arlington	TX	76002	Jamet Brockett Elementary				Unlimited	N/A	In-Market Service	CEM
13		Canon 8095		102 Pleasant Ridge Dr	Mansfield	TX	76063	Alice Ponder Elementary				Unlimited	N/A	In-Market Service	CEM
14		Canon 8095		102 Pleasant Ridge Dr	Mansfield	TX	76063	Alice Ponder Elementary				Unlimited	N/A	In-Market Service	CEM
15		Canon 8095		3001 E Broad Street	Mansfield	TX	76063	Alternative Center for Education				Unlimited	N/A	In-Market Service	CEM
16		Canon 8095		3001 E Broad Street	Mansfield	TX	76063	Alternative Center for Education				Unlimited	N/A	In-Market Service	CEM
17		Canon 8095		1261 S. Main Street	Mansfield	TX	76001	Annette Perry Elementary				Unlimited	N/A	In-Market Service	CEM
18		Canon 8095		1526 N Walnut Creek Dr	Mansfield	TX	76063	Asa Low Intermediate				Unlimited	N/A	In-Market Service	CEM
19		Canon 8095		1526 N Walnut Creek Dr	Mansfield	TX	76063	Asa Low Intermediate				Unlimited	N/A	In-Market Service	CEM
20		Canon 8095		1120 W Debbie Ln	Mansfield	TX	76063	Ben Barber Career Tech Center				Unlimited	N/A	In-Market Service	CEM
21		Canon 8095		1120 W Debbie Ln	Mansfield	TX	76063	Ben Barber Career Tech Center				Unlimited	N/A	In-Market Service	CEM
22		Canon 8095		1520 N Walnut Creek Dr	Mansfield	TX	76002	Brooks Wester Middle School				Unlimited	N/A	In-Market Service	CEM
23		Canon 8095		1520 N Walnut Creek Dr	Mansfield	TX	76002	Brooks Wester Middle School				Unlimited	N/A	In-Market Service	CEM
24		Canon 8095		5815 Fox Hunt Dr	Arlington	TX	76017	Charlotte Anderson Elementary				Unlimited	N/A	In-Market Service	CEM
25		Canon 8095		5815 Fox Hunt Dr	Arlington	TX	76017	Charlotte Anderson Elementary				Unlimited	N/A	In-Market Service	CEM
26		Canon 8095		1261 S. Main Street	Mansfield	TX	76063	Annette Perry Elementary				Unlimited	N/A	In-Market Service	CEM
27		Canon 8095		2834 Russell Road	Arlington	TX	76028	Cross Timbers Intermediate				Unlimited	N/A	In-Market Service	CEM
28		Canon 8095		2834 Russell Road	Arlington	TX	76028	Cross Timbers Intermediate				Unlimited	N/A	In-Market Service	CEM
29		Canon 8095		4500 E Broad St - Office	Mansfield	TX	76063	Danny Jones Middle School				Unlimited	N/A	In-Market Service	CEM
30		Canon 8095		4500 E Broad St - Office	Mansfield	TX	76063	Danny Jones Middle School				Unlimited	N/A	In-Market Service	CEM
31		Canon 8095		8100 Webb Ferrell Rd	Arlington	TX	76002	Della Icenhower Intermediate				Unlimited	N/A	In-Market Service	CEM
32		Canon 8095		8100 Webb Ferrell Rd	Arlington	TX	76002	Della Icenhower Intermediate				Unlimited	N/A	In-Market Service	CEM
33		Canon 8095		1280 Fm Rd 1187	Mansfield	TX	76063	Donna Sheppard Int.				Unlimited	N/A	In-Market Service	CEM
34		Canon 8095		1280 Fm Rd 1187	Mansfield	TX	76063	Donna Sheppard Int.				Unlimited	N/A	In-Market Service	CEM
35		Canon 8095		7900 Tin Cup Drive	Arlington	TX	76001	DP Morris Elementary				Unlimited	N/A	In-Market Service	CEM
36		Canon 8095		7900 Tin Cup Drive	Arlington	TX	76001	DP Morris Elementary				Unlimited	N/A	In-Market Service	CEM
37		Canon 8095		701 S. Holland Road	Mansfield	TX	76063	Elizabeth Smith Elementary				Unlimited	N/A	In-Market Service	CEM
38		Canon 8095		701 S. Holland Road	Mansfield	TX	76063	Elizabeth Smith Elementary				Unlimited	N/A	In-Market Service	CEM
39		Canon 8095		1050 Magnolia Street	Mansfield	TX	76063	Erma Nash Elementary				Unlimited	N/A	In-Market Service	CEM
40		Canon 8095		1050 Magnolia Street	Mansfield	TX	76063	Erma Nash Elementary				Unlimited	N/A	In-Market Service	CEM
41		Canon 8095		5700 Petra Dr	Arlington	TX	76017	Glenn Harmon Elementary				Unlimited	N/A	In-Market Service	CEM
42		Canon 8095		5700 Petra Dr	Arlington	TX	76017	Glenn Harmon Elementary				Unlimited	N/A	In-Market Service	CEM
43		Canon 8095		1201 Mansfield Webb Rd	Arlington	TX	76002	Inogene Gideon Elementary				Unlimited	N/A	In-Market Service	CEM
44		Canon 8095		1201 Mansfield Webb Rd	Arlington	TX	76002	Inogene Gideon Elementary				Unlimited	N/A	In-Market Service	CEM
45		Canon 8095		14001 Country Club Rd	Mansfield	TX	76063	JL Boren Elementary				Unlimited	N/A	In-Market Service	CEM
46		Canon 8095		14001 Country Club Rd	Mansfield	TX	76063	JL Boren Elementary				Unlimited	N/A	In-Market Service	CEM
47		Canon 8095		900 Eden Rd	Arlington	TX	76001	Kenneth Davis Elementary				Unlimited	N/A	In-Market Service	CEM
48		Canon 8095		900 Eden Rd	Arlington	TX	76001	Kenneth Davis Elementary				Unlimited	N/A	In-Market Service	CEM
49		Canon 8095		2491 Gerbie Barrett Rd	Mansfield	TX	76063	Linda Jobe Middle School				Unlimited	N/A	In-Market Service	CEM
50		Canon 8095		2491 Gerbie Barrett Rd	Mansfield	TX	76063	Linda Jobe Middle School				Unlimited	N/A	In-Market Service	CEM
51		Canon 8095		6060 Mirabella	Grand Prairie	TX	75052	Louise Cabaniss Elementary				Unlimited	N/A	In-Market Service	CEM
52		Canon 8095		6060 Mirabella	Grand Prairie	TX	75052	Louise Cabaniss Elementary				Unlimited	N/A	In-Market Service	CEM
53		Canon 8095		1016 Magnolia Rm 181	Mansfield	TX	76063	Special Services				Unlimited	N/A	In-Market Service	CEM
54		Canon 8095		500 Country Club Drive	Arlington	TX	76063	Martha Reid				Unlimited	N/A	In-Market Service	CEM
55		Canon 8095		500 Country Club Drive	Arlington	TX	76063	Martha Reid				Unlimited	N/A	In-Market Service	CEM
56		Canon 8095		1701 Fm 1187	Mansfield	TX	76063	Mary Jo Sheppard Elementary				Unlimited	N/A	In-Market Service	CEM
57		Canon 8095		1701 Fm 1187	Mansfield	TX	76063	Mary Jo Sheppard Elementary				Unlimited	N/A	In-Market Service	CEM
58		Canon 8095		2800 East Broad Street	Mansfield	TX	76063	Mary Orr Intermediate				Unlimited	N/A	In-Market Service	CEM
59		Canon 8095		2800 East Broad Street	Mansfield	TX	76063	Mary Orr Intermediate				Unlimited	N/A	In-Market Service	CEM

125	Canon 5050N	609 E Broad Street	Mansfield	TX 76063 Student Services				Unlimited	N/A	In-Market Service	OEM
126	Canon 5050N	7650 South Watson Rd	Arlington	TX 76002 Thelma Jones Elementary				Unlimited	N/A	In-Market Service	OEM
127	Canon 5050N	7700 S Watson Rd	Arlington	TX 76002 Timberview HS Band				Unlimited	N/A	In-Market Service	OEM
128	Canon 5050N	7700 S Watson Rd	Arlington	TX 76002 Timberview HS Attendance				Unlimited	N/A	In-Market Service	OEM
129	Canon 5050N	7700 S Watson Rd	Arlington	TX 76002 Timberview HS - Counseling				Unlimited	N/A	In-Market Service	OEM
130	Canon 5050N	900 Eden Rd	Arlington	TX 76001 Kenneth Davis Elementary				Unlimited	N/A	In-Market Service	OEM
131	Canon 5050N	3001 E Broad Street	Mansfield	TX 76063 Alternative Center for Education				Unlimited	N/A	In-Market Service	OEM
132	Canon 5050N	1071 W Turner Warrnell Rd	Arlington	TX 76001 Summit HS - Choir				Unlimited	N/A	In-Market Service	OEM
133	Canon 5050N	1120 W Debbie Ln	Mansfield	TX 76063 Ben Barber Career Tech Center				Unlimited	N/A	In-Market Service	OEM
134	Canon 5050N	1263 North Main Street	Mansfield	TX 76063 Legacy High School - Choir				Unlimited	N/A	In-Market Service	OEM
135	Canon 5050N	1263 North Main Street	Mansfield	TX 76063 Legacy High School - Library				Unlimited	N/A	In-Market Service	OEM
136	Canon 5050N	506 Country Club Drive	Mansfield	TX 76063 Reid Elementary				Unlimited	N/A	In-Market Service	OEM
137	Canon 5050N	3001 E Broad St	Mansfield	TX 76063 Mansfield HS - Choir Dept				Unlimited	N/A	In-Market Service	OEM
138	Canon 5050N	3001 E Broad St	Mansfield	TX 76063 Mansfield HS - Library				Unlimited	N/A	In-Market Service	OEM
139	Canon 5050N	3140 S Camino Lagos	Grand Prairie	TX 75034 Coza Spencer Elementary				Unlimited	N/A	In-Market Service	OEM
140	Canon 5050N	500 Pleasant Ridge Dr	Mansfield	TX 76063 Rogene Worley Middle School				Unlimited	N/A	In-Market Service	OEM
141	Canon 5050N	500 Pleasant Ridge Dr	Mansfield	TX 76063 Rogene Worley Middle School				Unlimited	N/A	In-Market Service	OEM
142	Canon 5050N	5700 Petra Dr	Arlington	TX 76017 Glenn Harmon Elementary				Unlimited	N/A	In-Market Service	OEM
143	Canon 5050N	605 E Broad St (in portable)	Mansfield	TX 76063 Admin - Benefits				Unlimited	N/A	In-Market Service	OEM
144	Canon 5050N	605 E Broad St (Rock Gym)	Mansfield	TX 76063 Admin - Rock Gym				Unlimited	N/A	In-Market Service	OEM
145	Canon 5050N	6080 Mirabella	Grand Prairie	TX 75032 Louise Cabaniss Elementary				Unlimited	N/A	In-Market Service	OEM
146	Canon 5050N	701 S Holland Road	Mansfield	TX 76063 Elizabeth Smith Elementary				Unlimited	N/A	In-Market Service	OEM
147	Canon 5050N	7221 Ledbetter Road	Arlington	TX 76001 Carol Holt Elementary				Unlimited	N/A	In-Market Service	OEM
148	Canon 5050N	7501 Calendar Rd	Arlington	TX 76001 TA Howard Middle School				Unlimited	N/A	In-Market Service	OEM
149	Canon 5050N	7700 S Watson Rd	Arlington	TX 76002 Timberview HS - Choir				Unlimited	N/A	In-Market Service	OEM
150	Canon 5050N	7700 S Watson Rd	Arlington	TX 76002 Timberview HS - Principal				Unlimited	N/A	In-Market Service	OEM
151	Canon 5050N	810 Dove Meadows Dr	Arlington	TX 76002 Timberview HS - Library				Unlimited	N/A	In-Market Service	OEM
152	Canon 5050N	8100 Webb Ferrell Rd	Arlington	TX 76002 Janet Brockett Elementary				Unlimited	N/A	In-Market Service	OEM
153	Canon 5050N	280 Nelson Wyatt Rd	Arlington	TX 76002 Della Icenhower Intermediate				Unlimited	N/A	In-Market Service	OEM
154	Canon 5050N	2491 Gertie Barrett Rd	Mansfield	TX 76063 Nancy Neal Elementary				Unlimited	N/A	In-Market Service	OEM
155	Canon 5050N	2491 Gertie Barrett Rd	Mansfield	TX 76063 Linda Jobe Middle School				Unlimited	N/A	In-Market Service	OEM
156	Canon 5050N	2491 Gertie Barrett Rd	Mansfield	TX 76063 Linda Jobe Middle School				Unlimited	N/A	In-Market Service	OEM
157	Canon 5050N	900 6th Avenue	Mansfield	TX 76063 Linda Jobe Middle School				Unlimited	N/A	In-Market Service	OEM
158	Canon 5050N	1526 N Walnut Creek Dr	Mansfield	TX 76063 Transportation				Unlimited	N/A	In-Market Service	OEM
159	Canon 5050N	1261 S Main Street	Mansfield	TX 76063 Asa Low Intermediate				Unlimited	N/A	In-Market Service	OEM
160	Canon 5050N	2491 Gertie Barrett Rd	Mansfield	TX 76063 Annette Perry Elementary				Unlimited	N/A	In-Market Service	OEM
161	Canon 5050N	1016 Magnolia Rm 181	Mansfield	TX 76063 Linda Jobe Middle School				Unlimited	N/A	In-Market Service	OEM
162	Canon C5030	1120 W Debbie Ln	Mansfield	TX 76063 Special Services				Unlimited	N/A	In-Market Service	OEM
163	Canon C5030	1263 North Main Street	Mansfield	TX 76063 Ben Barber Career Tech Center				Unlimited	N/A	In-Market Service	OEM
164	Canon C5030	3001 E Broad St	Mansfield	TX 76063 Legacy High School - Principal				Unlimited	N/A	In-Market Service	OEM
165	Canon C5030	1071 W Turner Warrnell Rd	Arlington	TX 76063 Mansfield HS - Principal				Unlimited	N/A	In-Market Service	OEM
166	Canon C5030	1071 W Turner Warrnell Rd	Arlington	TX 76063 Summit HS - Principal				Unlimited	N/A	In-Market Service	OEM

Addendum 1 to Master Platinum Plus Maintenance Agreement

This addendum, dated as of the ____ day of _____, 20__ to that certain Master Platinum Plus Maintenance Agreement, dated as of the ____ day of _____, 20____ between Marimon Business Systems, Inc. and Mansfield Independent School District (MISD).

The parties, intending to be legally bound, agree that the Master Plus Maintenance Agreement shall be modified and amended as follows:

1. Personnel: MISD will have a dedicated support team consisting of a primary, secondary and tertiary technician. These technicians will all be factory certified trained on the equipment being installed by the manufacturer.

This team is supported by a team leader, supervisor, field operations manager and the Vice President of Service. Any unresolved maintenance issues will be escalated in ascending order in one hour increments until issue is completely resolved. In addition, call escalation for MISD for IT or applications support has a team of Marimon engineers, as well as the full support of the Canon manufacture technical team.

2. Response Time: Marimon Business Systems guarantees a 4 hour average on-site response to every service call placed. In addition, every effort will be made to triage service issues at the inception of a service call. The lead technician will call with an estimated time of arrival within one hour of a service call being placed.
3. Equipment Uptime: Marimon Business Systems will perform to factory specifications at a minimum of 95% during normal business hours (8:00 a.m. – 5:00 p.m. Monday through Friday). If for any reason uptime is not met, Marimon Business Systems will provide equipment loaners to ensure maximum end user satisfaction and efficiency until such time as the equipment can be repaired. If MISD is not satisfied with any equipment that cannot be restored to factory specification, Marimon Business Systems will replace the device with a like for like model at no cost to the District for the duration of the contract.
4. Preventative Maintenance: Marimon Business Systems will provide proactive maintenance in accordance with Canon’s recommended preventative maintenance schedule. All networked devices will have Imageware Remote activated to provide real time service alerts to further enhance the total service quality package. Preventative maintenance parts may be pre-stocked on-site if a secure location can be provided by the District.
5. Additional Services: Marimon Business Systems offers a wide variety of expertise in areas such as managed print, workflow analysis, document lifecycle, software applications, and consultative services at an additional cost if requested by MISD. After hours support up to and including 24 hour 7 day a week 365 days a year service at an additional cost if requested by MISD.

MARIMON BUSINESS SYTEMS, INC.

MANSFIELD INDEPENDENT SCHOOL DISTRICT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

Date

Date