

*Consent*  
*6/22/09*

**Vendor Contract Information**

Proposal Documents

[Back](#)**Vendor:** Toshiba Business Solutions - Texas/New Mexico**Address:** 10231 Kotzebue  
San Antonio, TX 78217**Phone:** (210) 357-2600**Contact:** Rodney Bowles**Email:** rodney.bowles@tabs.toshiba.com**Federal ID:** 74-3084927**Accepts RFQs:** Yes**Contract:** Copiers & Supplies #299-08**Effective Date:** 9/1/2008**Expiration Date:** 8/31/2011**Payment Terms:** Net 30 days**Delivery Days:** 15**Shipping Terms:** Free Shipping**Freight Terms:** FOB Destination**Ship Via:** Best Way**Quote Reference Number:** TBSTXNM-BB2008**Regions Served:** All Texas Regions**States Served:** All States**Vendor Exceptions:** None**Return Policy:** For consumables: if shipping error is fault of vendor no return/re-stocking fees apply. If customer orders incorrect consumables then a 15% re-stocking fee applies.[\[ Log Out \]](#)©1996 - 2009 TASB  
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# Requisition

Req # 00156838

*Consent*

PO #

Date: 06/10/09

Bill To: x  
x

Vendor: 27057  
OFFICE COMMUNICATIONS SYSTEMS, INC.  
10231 KOTZEBUE  
SAN ANTONIO TX 78217

Ship To: CONSTABLE PCT 4  
1212 S. 25TH  
EDINBURG TX 78539

Contact: JOEL RIVERA  
956-383-8560

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
7.00	MONTH	DO NOT DUPLICATE ORDER Lease of toshiba e-studio 283 copier, Product #estudio283 64.45 Connectivity EStudio 203L/223/283, Product #CNTLABOR/TNT Delivery/ installation, EStudio 203l/223/283, Product# INSTALLATION Stand estudio 283, Product # SATND3511/4511 4.68 Feeder, RADF, Estudio MR3020 11.69 Job seperator EStudio 203L/223/283 3.21 Print/Scan Enabler, EStudio233/283 32.61 FSM GOLD SERVICE 5K/MO./ .0095 40.00 TOTAL 156.64	156.64	1,096.48
		Account No _____	Encumbrance	
		9-1100-421-00-294-001-0-780	1,096.48	
			Freight	.00
			Total	1,096.48
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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

# TOSHIBA

## BUSINESS SOLUTIONS

Texas New Mexico

### SALES ORDER FORM

10231 Kotzebue  
 San Antonio, Texas 78217  
 Phone: 210.357.2600  
 Fax: 210.357.2630

CUSTOMER NUMBER	ORDER DATE
	6/9/2009

Sales Representative: Lee Alvarez

#### CUSTOMER INFORMATION

Bill to Number:	Ship to Number:
Customer Name: <b>HIDALGO COUNTY</b>	Customer Name: <b>CONSTABLE PRECINCT 4</b>
Billing Address: <b>1212 S 25th</b> Address 2:	Shipping Address: <b>1212 S 25th</b>
City, State: <b>Edinburg, Tx</b> Zip: <b>78539</b>	City, State-Zip: <b>Edinburg, Tx 78539</b>
Phone #: Ext. Fax #:	Phone #: <b>956 383 8560</b> Ext. Fax #: <b>383 8565</b>
Customer PO #: Business Type: <b>Government</b>	Delivery Date: Shipping: Terms:

#### MOVEMENT STATUS

<input type="checkbox"/> Demo Equipment	<input type="checkbox"/> Supply	Delivery Contact: <b>JOE RIVERA</b>
<input type="checkbox"/> Sale/Cash	<input type="checkbox"/> Lease	Telephone #: <b>J.E. Eddie Guerra</b>
<input type="checkbox"/> Machine P/U Request	<input type="checkbox"/> Rental	Delivery Hours:
<input type="checkbox"/> Customer Loaner	<input type="checkbox"/> Other:	Stairs: Yes No Meters: <input type="checkbox"/> Black Beg. End <input type="checkbox"/> Color Beg. End <input type="checkbox"/> Scans Beg. End
<input type="checkbox"/> Move Customer Equip.		<b>X</b>

#### EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
1	E-Studio 283	ESTUDIO283		\$ 64.45	\$ 64.45
1	Connectivity, EStudio 203L/233/283	CNTLABOR1/TNT			\$ -
1	Delivery/Installation, EStudio 203L/233/283	INSTALLATION			\$ -
1	Stand estudio 283	STAND3511/4511		\$ 4.68	\$ 4.68
1	Feeder, RADF, ESudio 203L/233/283	MR3020		\$ 11.69	\$ 11.69
1	Job Separator, EStudio 203L/233/283	MJ5004		\$ 3.21	\$ 3.21
1	Print/Scan Enabler, EStudio 233/283	GM2071		\$ 32.61	\$ 32.61
QTY.	SUPPLIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
1	ES 203L/233/283 KIT SET-UP	ES203L/233/283 KIT		\$ -	\$ -
1	FSM GOLD SERVICE 5K/MO./0095			\$ 40.00	\$ 40.00

REQUIRED: See Attached Premium GMA - Acceptance or Declination Signature Block Must Be Signed by Customer.

#### SPECIAL INSTRUCTIONS

TASB BUYBOARD 36mo./lease w/service \$156.64

Sub Total	\$ 156.64
Installation	
Freight	
Taxable Total	\$ 156.64
Sales Tax %	
Tax Paid	\$ -
Cash Paid	
Trade In Allowance	
<b>Total</b>	<b>\$ 156.64</b>
UCC Fee	

Model Trade-in:	Serial Number:	Equip. ID:
Sales Manager: <b>Lee Alvarez</b>	Office Branch: <b>Weslaco</b>	Date:
Customer Name: (Please Print)	Customer Name: (Signature)	

#### Terms and Conditions

By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement.

1. **Limited Warranty.** The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at its option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oiler tubes, pressure pads, lamps, lenses and fuses. This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability of otherwise.

# TOSHIBA

## BUSINESS SOLUTIONS

Texas

New Mexico

10231 Kozebeue  
 San Antonio, Texas 78217  
 Phone: 210.357.2600  
 Fax: 210.357.2630

Sales Representative: **Lee Alvarez**

### CUSTOMER INFORMATION

Customer Name: **HIDALGO COUNTY** Bill to Number: \_\_\_\_\_ Ship to Number: \_\_\_\_\_

Attention: **JOEL RIVERA** Customer Name: **CONSTABLE PRECINCT 4**

Address: **1212 S 25th** Attention: **JOEL RIVERA**

Address 2: \_\_\_\_\_ Address: **1212 S 25th**

City, State: **Edinburg, Tx** Zip: **78539** City, State-Zip: **Edinburg, Tx 78539**

Phone #: \_\_\_\_\_ Ext.: \_\_\_\_\_ Phone #: **956 383 8560** Ext.: \_\_\_\_\_ Fax #: **383 8565**

Email: \_\_\_\_\_ Email: \_\_\_\_\_

**SELECT ONE:**  This contract will begin on the date of Equipment installation. **Or**  This contract will begin after a \_\_\_\_\_ - day warranty period.

### EQUIPMENT COVERED BY THIS CONTRACT (Attach list if necessary)

Main Unit ID #	Main Unit Model #	Main Unit Serial #	Meter Read (Beginning)	Service Included in Lease	Term of Lease (# of Months)
1	toshiba e283	scuf845473		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - SPECIFY:	36
2				<input type="checkbox"/> No <input type="checkbox"/> Yes - SPECIFY:	
3				<input type="checkbox"/> No <input type="checkbox"/> Yes - SPECIFY:	
4				<input type="checkbox"/> No <input type="checkbox"/> Yes - SPECIFY:	

### SUPPLY INCLUSIVE ITEMS

Cartridge	Drum	Staples	Toner	Other (Please Specify)
1			Toner	all parts and labor
2			Toner	
3				
4				

### TRANSACTION TERMS

This contract will bill a minimum charge of \$ \_\_\_\_\_ - every - **SELECT ONE:**  Month  Quarter  Year

The contract includes **5000** BLACK copies every - **SELECT ONE:**  Month  Quarter  Year

An average charge of \$ **0.009500** will be charged for EACH excess BLACK copy.

The contract includes COLOR copies every - **SELECT ONE:**  Month  Quarter  Year

An average charge of \$ \_\_\_\_\_ will be charged for EACH excess COLOR copy.

Comments: \_\_\_\_\_

# TOSHIBA

## BUSINESS SOLUTIONS

Texas New Mexico

### LEASE WITH MAINTENANCE AGREEMENT

10231 Kotzebue  
 San Antonio, Texas 78217  
 Phone: 210.357.2600  
 Fax: 210.357.2630

# TOSHIBA

FINANCIAL SERVICES

APPLICATION NUMBER

AGREEMENT NUMBER

This document is written in "Plain English." The words **Lessee, you, and your** refer to the customer. The words **Lessor, we, us and our** refer to Toshiba Financial Services. Every attempt has been made to eliminate confusing language to create a simple, easy-to-read document.

### CUSTOMER CONTACT INFORMATION

Legal Company Name:	HIDALGO COUNTY	Fed. Tax ID #:	
Contact Person:	J.E. GUERRA CONSTABLE	Bill-To Phone:	956 3838560
		Bill-To Fax:	956 383 8565
Billing Address:	1212 SOUTH 25th St.	City, State-Zip:	Edinburg Texas 78539
Equipment Location: (if different from above):		City, State-Zip:	

### TBS LOCATION

Contact Name:	Subsidiary Location:
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### EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	SERIAL NUMBER	STARTING METER
1. Toshiba e283	scuf845473	
2.		
3.		
4.		
5.		

### LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	36	of	\$	156.64	(plus applicable taxes)	<b>End-of-Lease Options:</b> You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value 2. Renew the Lease 3. Return Equipment
Security Deposit:	\$	-	<input type="checkbox"/>	Received		
Payment includes:	B&W Images Per Month	Excess Images at	\$	-	Per B&W Image	
Payment includes:	Color Images Per Month	Excess Images at	\$	-	Per Color Image	
Excess Images Billed:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly				
Documentation Fee:	\$75.00 (included in First Invoice)		Lease payment period is monthly unless otherwise indicated.			

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.**

### LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X	Title:	Date:
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### CUSTOMER ACCEPTANCE

First Name:	Signature: X	Title:	Date:
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### PERSONAL GUARANTY

To induce us to enter into this Lease, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties.

Print Name of 1st Guarantor:	Signature: X	Date:
Print Name of 2nd Guarantor:	Signature: X	Date:

## Matilde Faz

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**From:** joel.rivera [joel.rivera@co.hidalgo.tx.us]  
**Sent:** Wednesday, June 10, 2009 10:55 AM  
**To:** Maty Faz  
**Subject:** FW: TASB BUYBOARD#299-08

Maty,  
Attached is the email you requested is that sufficient?  
Jeol

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**From:** Lee.Alvarez@tabs.toshiba.com [mailto:Lee.Alvarez@tabs.toshiba.com]  
**Sent:** Wednesday, June 10, 2009 10:42 AM  
**To:** joel.rivera@co.hidalgo.tx.us  
**Subject:** TASB BUYBOARD#299-08

Joel, the buyboard pricing includes documentation and property tax fees, the \$156.64 for the configuration on the model e283 that was quoted, covers hardware and service with no additional fees for the term of the contract .

## Lee Alvarez

***TOSHIBA BUSINESS SOLUTIONS TX/NM***

1527 W. Expressway 83

Weslaco, TX 78596 9566311695/4230412

Tel: 1.800.292.1151 x: 270

Fax: 956.973.8169

Email: [lee.alvarez@tabs.toshiba.com](mailto:lee.alvarez@tabs.toshiba.com)

Website: [www.tbstxnm.toshiba.com](http://www.tbstxnm.toshiba.com)

**TOSHIBA**  
**BUSINESS SOLUTIONS**  
Texas & New Mexico

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## Capital Lease Versus Operating Lease Test

Indicates calculated field  
Mandatory Field  
Complete if indicated in lease documentation

Lease / Property Schedule No.	Asset Module Asset ID No.	Lease Term Commence Date	Description	1 Title Xfer at End of Lease? (Y/N)	2 Bargain Purchase Option? (Y/N)	3a Lease Term in Months	3b Est. Economic Useful Life in Months	4a Total Principal Pmts Over Lease Term	4b FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
sample		11/12/2007	WC 7655 Copier-Printer	N	N	39	60	\$6,495	\$5,279	Capital Lease
2009	ROW	3/24/2009	WC 7655 Copier-Printer	N	N	48	60	\$37,215	\$37,241	Capital Lease
	ROW	5/27/2008	W5030 COPIER W/STAND	N	N	36	60	\$5,518	\$5,518	Capital Lease
	TX OFF XR	3/24/2009	WC7655 COPIER PRNTR	N	N	48	60	\$37,215	\$37,241	Capital Lease
	JP 3 PL 2	8/12/2008	CC20 COPIER	N	N	36	60	\$3,433	\$3,933	Operating Lease
	332ND	8/12/2008	CC123 COPIER	N	N	48	60	\$10,863	\$10,863	Capital Lease
	JUVENILE	8/13/2008	w5638 copier	N	N	48	60	\$9,214	\$9,214	Capital Lease
	DIST. CLK	10/1/2008	TOSHIBA 850	N	N	4	4	\$21,138		Capital Lease
		10/1/2008	wc4150 copier	N	N	48	60	6,714		Capital Lease
	Instruction: treasurer	11/1/2008	w5632 copier	N	N	48	60	3,199		Capital Lease
	5/29/2009 Aux. Crt.	5/29/2009	WC4260S/PRINTER	N	N	48	60	2,511		Capital Lease
	5/26/2009 PCT 2	5/26/2009	W5030PH PRNT W/HCF	N	N	39	60	7,612	8,726	Operating Lease
	5/26/2009 PCT 2	5/26/2009	WC5222 COPIER	N	N	39	60	7,730	16,170	Operating Lease
	6/15/2009 CO PC 4	6/15/2009	E-STUDIO 283 TOSHIBA	N	N	39	60	5,440	16,170	Operating Lease
				N	N	36	60	5,639	3,676	Capital Lease

1. Overwrite the first record which is provided as a sample.
2. Enter values in the mandatory fields (green highlight) are entered and the optional fields (peach highlighted), if available.
3. The results of the test will display in the last column.
4. Highlight the basis of your answers to the above test criteria on the source documents.
5. For each capital lease, attach this schedule and the lease/property schedule agreements as support to Form AM-5.