

Requisition

Req # 00171039

PO #

Date: 02/19/10

Bill To: x
x

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

Ship To: 370TH DISTRICT COURT
100 N. CLOSNER, 2ND FL
EDINBURG TX 78539

Contact:
956-318-2280

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	DO NOT DUPLICATE ORDER FOR MAINT. JANUARY 2010 TO DECEMBER 2010 FOR THE ESTUDIO 281c COPY MACHINE IN THE 370TH DISTRICT COURT..... <u>Account No</u> 0-1100-412-00-007-001-0-432 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	759.00 <u>Encumbrance</u> 759.00 Freight .00 Total 759.00	759.00 .00 759.00

Authorized By: _____

TOSHIBA

BUSINESS SOLUTIONS

Texas

New Mexico

PREMIUM PLUS MAINTENANCE AGREEMENT

10231 Kozabue
San Antonio, Texas 78217
Phone: 210.357.2830
Fax: 210.357.2830

Sales Representative: **Lee Alvarez**

CUSTOMER INFORMATION

Customer Name: HIDALGO COUNTY OF	Bill to Number: 688915	Customer Name: HIDALGO COUNTY OF	Ship to Number: 688915
Attention: Ester Contreras		Attention:	
Address: 370TH JUDICIAL COURT 1ST FLOOR		Address: 370TH JUDICIAL COURT 1ST FLOOR	
Address 2: 100 N CLOSNER	City, State: EDINBURG, TX	Address 2:	City, State-Zip: EDINBURG, TX 78539
Phone #: 956318-2280	Exl:	Phone #:	Exl:
		Fax #: 956 318 2285	Fax #:
Email:		Email: ester370@yahoo.com	

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 36138	Toshiba e281c	cd1513662		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - SPECIFY: _____	
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 Cartridge	Drum		Toner	parts and labor
2				
3				
4				

TRANSACTION TERMS

This contract will bill a minimum charge of \$ **759.00** every **SELECT ONE:** Month Quarter Year

The contract includes **60,000** BLACK copies every **SELECT ONE:** Month Quarter Year

An overage charge of \$ **0.009900** will be charged for EACH excess BLACK copy.

The contract includes **0** COLOR copies every **SELECT ONE:** Month Quarter Year

An overage charge of \$ **0.1089** will be charged for EACH excess COLOR copy.

Comments: installed 12-05, service renewal for Jan. 1, 2010 to Dec. 31, 2010

PREMIUM PLUS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

For maintaining the functionality of the base copier/fax equipment, TBS-TXN/M agrees to perform maintenance service in accordance with the following terms and conditions:
1) OCS will furnish all parts and labor for repairs and maintenance necessitated by normal usage of the walk-up copying/faxing function of the serialized equipment during normal business hours of 8:00 AM to 5:00 PM Monday through Friday, exclusive of holidays. Standard overtime rates of \$1.85 per hour with a 2-hour minimum apply for all other times.
2) The term of this agreement will be for 1 (one) year or the designated number of copies. If this is a Designated Number of Copies billing option this contract may expire before the end of one year. This agreement will automatically renew at the end of the term and thereafter at the then prevailing rates, or as otherwise stated or agreed, unless cancelled by either party by providing written notice at least 30 days prior to the expiration date.
3) This agreement does NOT cover:

- a. Service necessitated by the malfunction of Non-Original Manufacturer's Equipment parts, supplies, attachments, or supplies not authorized by TBS-TXN/M.
 - b. Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents.
 - c. Exterior hardware including: doors, covers, hinges, operational panel, stands, wheels castors, work tables, exit trays, document lids, ADF covers, staplers, paper cassettes, sheet by-pass, instruction manuals, drivers, etc. which may become broken, lost, or damaged.
 - d. Exterior or add-on copy counting or monitoring devices.
 - e. Major in-shop rebuilding for machines that have exceeded their manufacturer recommend life.
 - f. Circuit board failures unless an UL1449 or TBS-TXN/M approved surge protection device is installed inline with the listed equipment.
 - g. Replacement or repair of any network devices not directly involved with the walk-up copying process. (i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, hammers, wiring, hard drives, mouse, monitors, keyboard, networking harnessing or cards). A separate service agreement may be purchased for the items listed in 3) g.
- 4) Customer agrees to:
- a. Provide suitable electrical service and maintain proper environmental conditions.
 - b. Pay for the special servicing that may be required to prepare the equipment for the movement or to reinstall and adjust after a movement.
 - c. Provide TBS-TXN/M with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
 - d. Pay additional \$ _____ cents per scan, when scans exceed agreement minimum or actual print usage.
 - e. Pay for any charges outside the scope of this Premium Plus Agreement.
 - f. Pay for any charges outside the scope of this Premium Plus Agreement.

- 5) The consumption of supplies provided in inclusive contracts, including toner or developer, exceeding 10% of the normal volume yield rate shall be chargeable at normal supply rates less a 15% discount.
- 6) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or TBS-TXN/M technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.
- 7) TBS-TXN/M is not responsible for delays or service due to manufacturers' non-availability of parts or supplies necessary to complete such service as described in this agreement. Customer agrees to pay for any freight or special shipping charges when Customer requests emergency requisition of parts or supplies.
- 8) This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment. TBS-TXN/M may apply any unused portion of the annual maintenance charges toward future purchases with TBS-TXN/M.
- 9) TBS-TXN/M may withhold service or terminate this agreement if the Customer fails to comply with any of the terms and conditions of this agreement, or acquires a past-due balance for services rendered, products sold or unpaid meter billings of more than 30 days from date of invoice. Past due balances will be assessed a 10% late fee.
- 10) This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force or acts of nature, and any loss or damage occurring from uncontrollable circumstances. Services performed under these conditions will be chargeable outside of this agreement.
- 11) Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth in writing herein have been made or have been relied in the making of this agreement.

ACCEPTANCE (Must be signed by Director of Service Operations or an authorized Service Contract representative to be a valid contract.)

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Click Charges for the term of this Contract. When this Contract is signed by Customer and TBS-TXN/M, it shall constitute a binding contract and is non-cancelable.

Toshiba Business Solutions - Texas/New Mexico

Company Name: **HIDALGO COUNTY OF**

Name: _____ Title: _____ <small>(Please Print Name)</small>	Name: _____ Title: _____ <small>(Please Print Name)</small>
Signature: _____ Date: _____ <small>(Authorized Representative)</small>	Signature: _____ Date: _____ <small>(Authorized Representative)</small>