

Requisition

Req # 00194814

PO #

Date: 05/03/11

*Consent
26548
5/17/11*

Bill To: x
x

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

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: RUBEN
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	IT DEPT, CONTRACT NO. 340497-003 DO NOT DUPLICATE ORDER		
4.00	QTR	MAINT. CONTRACT (29MAR11-28MAR12) COVERING PARTS, LABOR AND TONER; UNIT ID: 33585 ANTICIPATED EXP. FOR OVERAGE REPRODUCTION (OVERAGE FEES: \$.011300 FOR BLACK COPIES AND \$.1100 FOR COLOR COPIES).	768.00 250.00	768.00 1,000.00
		<u>Account No</u> 1-1100-415-00-200-001-0-432	<u>Encumbrance</u> 1,768.00	
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	Freight Total	.00 1,768.00

Authorized By: _____

PREMIUM PLUS MAINTENANCE AGREEMENT

REC'D: 114814

TOSHIBA

BUSINESS SOLUTIONS
Texas

10231 Koetzbeue | San Antonio, TX 78217 | Phone: 210.357.2600 | Fax: 210.357.2630

Sales Representative: Mike Sund

CUSTOMER INFORMATION

Customer Name: HIDALGO COUNTY OF	Bill to Number: 51404115	Customer Name: HIDALGO COUNTY OF	Ship to Number: 340497
Attention: Ruben Flores		Attention: Ruben Flores	
Address: COMPUTER DEPARTMENT 4TH FLOOR		Address: COMPUTER DEPARTMENT 4TH FLOOR	
Address 2: 100 E CANO	City, State: EDINBURG, TX	Address 2: 100 E CANO	City, State-Zip: EDINBURG, TX 78539
Phone #: (956) 292-7000	Ext: 6018	Phone #: (956) 292-7000	Ext: 6018
Email: ruben.flores@co.hidalgo.tx.us	Fax #: (956) 292-7013	Email: ruben.flores@co.hidalgo.tx.us	Fax #: (956) 318-2152

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 33585	ESTUDIO281C	CDA617958	Black: 99,075 Color: 35,437	<input type="checkbox"/> Yes <input type="checkbox"/> No	n/a
2				<input type="checkbox"/> Yes <input type="checkbox"/> No	n/a
3				<input type="checkbox"/> Yes <input type="checkbox"/> No	
4				<input type="checkbox"/> Yes <input type="checkbox"/> No	

SUPPLY INCLUSIVE ITEMS

Cartridge	Drum	Staples	Toner	Other (Please Specify)
1 n/a	Yes	n/a	Yes	Developer
2				
3				
4				

TRANSACTION TERMS

This contract will bill a minimum charge of \$768.00

The contract includes 60,000 BLACK copies / prints every.

An overage charge of \$0.011300 will be charged for EACH excess BLACK copy / print.

The contract includes 0 COLOR copies / prints every.

An overage charge of \$0.110000 will be charged for EACH excess COLOR copy / print.

Comments: Contract renewal pricing for 03/29/2011 to 03/28/2012.

CONTRACT NUMBER	340497-003
EFFECTIVE DATE	3/29/2011

PREMIUM PLUS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

For maintaining the functionality of the base copier/fax equipment, Toshiba agrees to perform maintenance service in accordance with the following terms and conditions:

- 1) Toshiba 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 \$185 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 Toshiba.
 - b. Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents.
 - c. Extensor 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. Extensor 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 UL 1449 or Toshiba 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, harnesses, 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 Toshiba with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
 - d. Pay additional n/a cents per scan, when scans exceed agreement minimum or actual print usage.
 - e. Pay for freight and special shipping charges when requesting parts and/or supplies.
 - 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 Toshiba technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.
- 7) Toshiba 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. Toshiba may apply any unused portion of the annual maintenance charges toward future purchases with Toshiba.
- 9) Toshiba 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 Toshiba, it shall constitute a binding contract and is non-cancelable.

Toshiba Business Solutions Texas

Name: <u> </u> Title: <u> </u>	Company Name: HIDALGO COUNTY OF Name: <u> </u> Title: <u> </u>
Signature*: <u> </u> (Authorized Representative)	Signature*: <u> </u> (Please Print Name) Title: <u> </u> Date: <u> </u>

**This contract is not valid without an authorized signature.*