

Hidalgo County Head Start Program Policy Council Agenda

DATE: September 16, 2026

SUBJECT: Discussion/Approval on request to enter into a five year agreement for OT Corefax cloud software through Hidalgo County's membership/participation with the Department of Information Resources (DIR) awarded vendor, Toshiba America Business Solutions, Inc. (Contract TX DIR-CPO-5427) in the total monthly amount of \$300.00.

RATIONALE/NEED: This agreement will migrate all existing fax lines throughout the Head Start operated campuses and the administration offices. By doing so the program will save money and resources when the need to make any changes arises.

RECOMMENDATION: Administration recommends approval.

COST: Head Start Funds are available.

RELATED INFORMATION INCLUDED: Statement of Services, Vendor Info, Sam.Gov, Form 1295

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Jorge Cavazos, Assistant Program Director for IT

PROGRAM DIRECTOR'S APPROVAL: _____



STATEMENT OF SERVICES ("SOS")

for

**Client – Hidalgo County Head Start
Services – OT Corefax Deployment**

Client

Contractor

Printed Name

Printed Name

Printed Title

Printed Title

Signature (Authorized Client)

Signature (Authorized Contractor)

Date

Date

This Statement of Services ("SOS") is made by and between Toshiba America Business Solutions, Inc. ("TABS"), including its division Toshiba Business Solutions ("TBS"), with its headquarters located at 25530 Commercentre Drive, Lake Forest, CA 92630 (collectively or individually TABS and TBS shall be referred to as the "Contractor"), and Hidalgo County Head Start located at 1901 W State Hwy 107, McAllen TX 78504 (the "Client").

This SOS describes the project and details the services and deliverables (hereinafter collectively known as ("Project Services")) associated with the OT Corefax Deployment project (the "Project").

Valid From: 06/29/2026

TEXAS DIR CONTRACT: DIR-CPO-5427

Project Services shall be provided pursuant to the "Project Contract" which consists of the following:

This SOS together with (check the applicable agreement(s)):

A checkmark incorporates the referenced document into this SOS.

Toshiba Solutions

☐ Elevate Sky ("Elevate Sky").*

Toshiba Partner Solutions

☒ Master Software and Services Agreement ("MSSA").
TEXAS DIR CONTRACT: DIR-CPO-5427

Individually or collectively, Elevate Sky and/or the MSSA (as selected above) and the applicable software terms (End User License Agreement, Terms of Use or Terms of Service)* shall be referred to herein as the "Agreement." The SOS is subject and subordinate to the Agreement. To the extent there is a conflict between the Agreement and the SOS, the SOS shall prevail.

**Click-wrap agreement.*

1. Project Contacts

Contractor Office Details	
Contractor Region	TBS-NCR-TEXAS
Address Line1	3400 N McColl Rd. Suite J.
Address Line 2	
City, State, ZIP City, State. ZIP	McAllen, TX 78501
Phone Number	
Fax Number	
Contractor Sales Rep. Name	Luis Servin
Contractor Consultant Name	Adam Guillen
Contractor Analyst Name	
Client Number	
Contract Number	
Contractor SOW Number	

Client Details			
Client Name	Hidalgo County Head Start		
Client Contact Person	Jorge Cavazos		
Client Address Line-1	1901 W State Hwy 107		
Client Address Line-2			
City, State, ZIP	McAllen TX 78504		
Telephone #:	956-383-0706	Ext:	
Fax Number:			
Email Address:	jorge.cavazos@hchsp.org		
Client Number:			
Contract Number:			

2. Introduction

Client's acceptance of this SOS shall be authorization for Contractor's performance of the Project Services set forth in this SOS. Contractor reserves the right to utilize Sub-Contractors and sub-subcontractors (collectively known as "Sub-Contractors") in performance of the Project Services. Contractor represents that all its Sub-Contractors (i) will be competent to perform the Project Services; (ii) will exercise commercially reasonable standards in performing these Project Services; and (iii) will comply with all terms and conditions applicable to Contractor in the performance of the Project Services.

The purposes of the SOS are to (i) specify the work to be completed by the Contractor during phases of the Project; (ii) detail the obligations of the Contractor and the Client; and (iii) set forth the Project schedule and fees.

Contractor has prepared this SOS to detail the scope of Project Services and costs for the Project Services.

3. Project Objective

Based on the agreed upon business requirements, Contractor will provide design, implementation, training, and support services to the following locations:

SaaS

4. SOS Addendums

The SOS Addenda are supplementary documents that detail the specific deliverables and responsibilities of the parties. The relevant addendum is predicated upon whether Client's solution is a cloud solution, non-cloud solution ("On-Premises"), or mix of both ("Hybrid"). The SOS Addenda describe the Project Deliverables, Client and Contractor Responsibilities, Professional Services and Licensing Fees, Project Plan, Support Escalation Process, Pricing Schedule, Business Requirements, Functional Design, Change Order Authorization, and Solution Delivery and Acceptance.

A checkmark incorporates the referenced document into this SOS.

- ☒ Statement of Services - Addendum A (Cloud Solution).
- ☐ Statement of Services - Addendum B (On-Premises Solution).
- ☐ Statement of Services - Addendum C (Hybrid Solution).

Project Deliverable(s)

Based on the agreed upon business requirements, Contractor will provide the following, as applicable:

- This Statement of Service (SOS).
- Professional Services as defined in this SOS.
- Software documentation with the Contractor provided software.
- User and Administration manual.
- User Acceptance Testing Recommendations.

NOTE: For the on-premises components of the deployed solution, it is the responsibility of the Client to meet the minimum installation pre-requisites provided to them prior to the installation of the software.

5. Project Services

Contractor will provide the following Project Services:

6. Project Kick-Off Meeting
 - 6.1. Review SOS with Toshiba Systems Engineer and Toshiba Project Manager
7. Review XM Cloud Portal onboarding documentation
 - 7.1. Enterprise account creation:
 1. Create the enterprise account URL (Min Permalink, per the onboarding/site survey form)
 - 7.2. 2. Invite the Hidalgo County Head Start Administrator(s), technical and security officer.
8. Assist with Porting Up to 15 Fax Lines to XM Fax Cloud site.
 - 8.1. Work with Client on submitting the Fax Number request to the Client Current Line Provider
 - 8.2. Configure Fax Number Assigned Toshiba MFP's with Fax number
9. Configure the login(s) and navigation logos
10. Setup postmaster of the site (Used for NDR's)
11. Show how to add/invite/sync Users
12. Show how to request new fax numbers
13. Show how to port a number through the Portal
14. Assign number to users / Notification destinations
15. Setup profile / Mail notifications profiles
16. Create a sample coversheet (if the default is not acceptable)
17. Setup groups (if required)
18. Show how to install desktop SendFAX Client/Email/Web Client
19. Show how to configure Web client & Phonebooks
20. Set up any necessary Delegation accounts (if required)
21. Test outbound faxing using email client (if enabled)
22. Test inbound faxing for invited users
23. Have Administrator sign-up for notifications (i.e., failed or trouble faxes)
24. Configure phone number restrictions if required
25. Show how to manage the fax archiving & retention (if different from standard 90 days)
26. Show how to access knowledge base
27. Create an MFD Access Token for at least ten (20) Toshiba MFD
28. MFP connector functionality (install and configure at least 20 Toshiba MFD)

29. Project Milestones

Notes: The milestones table below is intended as a sample. Update as needed. Remove the highlighted notes prior to submission of this SOS to Client.

Milestone Description	Milestone Date
OT Corefax Deployment	
1. Initiating and Planning complete	Mutually established between Client and Contractor
2. Executing complete	Mutually established between Client and Contractor
3. Monitoring and Controlling complete	Mutually established between Client and Contractor
4. Solution Delivery and Acceptance complete	Mutually established between Client and Contractor
5. Project Complete	Mutually established between Client and Contractor

30. Completion Criteria

When the Project Services detailed in this SOS have been completed and demonstrated, the Project will be considered complete, and Contractor will request Client signoff of the Solutions Delivery and Acceptance document referenced in this SOS within 15 days of Project Plan completion.

31. Change Management

This SOS is intended to provide, as much as possible, a clear understanding of the responsibilities of the parties concerning these Project Services. Changes to the scope, assumptions, personnel, environment, dependencies, timeline, or Project Services post execution of this SOS will be communicated in writing and agreed to by both Contractor and Client via a Change Order Authorization ("COA") form. The COA will be added to this SOS to amend and set forth the effective date, purpose, description, and price, if applicable.

The work required to address these changes will be scoped and presented to Client as a COA with any additional time, materials, or cost. The following list provides a detailed process to follow if changes to the scope of this SOS are required.

- A COA will be the vehicle for communicating change and will be prepared by the Contractor's lead Solutions Analyst assigned to this Project. The COA must describe the change, the reason for the change, and the effect the change will have on the project.
- Both Client and Contractor will review the proposed change and approve. The review will determine the effect the COA will have on price, schedule, and other terms and conditions of this SOS.
- Both parties must sign a written COA to authorize the implementation of any changes.

32. Support

Contractor will provide implementation support for this Project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufacturer's specifications.

Upon completion of the Project, and provided Client is up to date with their maintenance and support payments, Client will have access to a Contractor support engineer for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the license.

33. SOS - Assumptions

The following are the general assumptions on which this SOS and Professional Services Fees ("Fees") are based. If any of these assumptions either change or are incorrect a COA may be required, which may result in additional Fees.

- Building environmental conditions that are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- Project Services will be performed during normal business hours Monday through Friday 8 a.m. to 5 p.m. local time, excluding holidays. Client will provide unimpeded access to equipment and facilities. If access delays occur, work performed outside of normal business hours may incur an overtime premium.
- Contractor:
 - Is not responsible for any conflicts with existing hardware or software.
 - Is only responsible for integration tasks outlined in this proposed SOS.
 - At Contractor's discretion Project Services may be provided remotely in whole, or in part.
- All systems will be installed in US English (other localized language configurations can be provided at an incremental cost).

Exhibit A: Referenced Documents Table

A checkmark in the table below incorporates the referenced document into this SOS.

Referenced	Document Title	Document Description
☐	Project Plan	Project Plan describes the execution, management, and control of the project
☐	Pricing Schedule	Provides pricing and line-item details as necessary.
☒	Solutions Delivery and Acceptance	Acknowledgement form: client acknowledges and confirms that the deliverable, milestone and/or project referenced has been completed, and all testing and acceptance criteria have been satisfied.
☐	Change Order Authorization	Document to be executed when the original project scope has changed post SOS authorization by client.
☐	Support Escalation Process	Describes steady state user-support escalation process.
☐	Business Requirements Document	The BRD outlines the details for a project including the documentation of Client needs and expectations. The BRD is intended to highlight the project Scope, Requirements, Assumptions, Constraints, and Risks.
☐	Functional Design Document	The FDD provides an overview of the business issue to be addressed, a mock-up of the User Interface (UI) design, and a plain English synopsis of the logic anticipated. This document provides the Client with the opportunity to approve the high-level design before the effort is made to develop a detailed or technical design.

SaaS Statement of Services - Addendum A

This addendum is hereby incorporated by reference as Addendum A to the Statement Of Service ("SOS") by and between Toshiba America Business Solutions, Inc. ("Contractor") and ("Client").

Associated Project SOS Name: OT Corefax Deployment

Associated Terms of Agreement (*Select all that apply*):

- ☒ Toshiba Master Software and Services Agreement: **TEXAS DIR CONTRACT: DIR-CPO-5427**
- ☐ Toshiba Elevate Sky Print Management Terms of Use
- ☐ Toshiba Elevate Sky Workflow Terms of Use
- ☐ Toshiba Elevate Sky Translate EULA

Client Responsibilities

The following activities are the responsibility of Client.

The "Client Responsibilities – Details" is the Solution specific activities that are defined as the responsibility of Client. If any of these responsibilities either change or are incorrect a (COA) Change Order Authorization may be required, which may result in additional Professional Services fees.

- Ensure that all applications and data are successfully backed up prior to Contractor beginning project services detailed in the SOS.
- Provide technical and application support for configuration and testing of Client specific information. Contractor does not warrant Client applications.
- Provide systems personnel for the project familiar with all aspects of Client's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this project – to work in conjunction with the Contractor team on this implementation. Additionally, a desktop technician may be required to perform Client -side duties.
- Make available all the appropriate resources, systems, network access, reports and any/all other data elements required for Contractor to complete the deliverables and other research necessary to complete this project as contained herein.
- Provide a dedicated project manager or coordinator to provide management, reporting, day to day project tracking, move/add/change requirements, and cross-coordination of requirements.
- Network connectivity between all solution components.
- Deploy Solution to Client end-user desktops (if required).
- Identify a Project Sponsor with sign-off authority and ability to facilitate Client stakeholder participation.
- Report on any Client technical or resource issues that would delay, hinder, or adversely affect the deployment of the solution or its performance in the Client environment.
- Allow for the distribution of Solution upgrades to Client PC's as needed.
- Accept title and/or license upon delivery/installation for product and/or Solution purchased if applicable.
- Sign appropriate Contractor finance document for leased or financed transactions.

Contractor Responsibilities

The following activities are the responsibility of Contractor.

The "Contractor Responsibilities – Details" is the Solution specific activities that are defined as the responsibility of Contractor. If any of these responsibilities either change or are incorrect a COA may be required, which may result in additional Professional Services fees.

- Technical specifications for implementation of the solution as defined in this SOS.
- Implemented Solution training of the solution as defined in this SOS.
- Configuration of the Solution components of the solution as defined in this SOS.
- Technical Services included in the deployment for the solution as defined in this SOS.
- Training of the solution being implemented as defined in this SOS.
- Email and phone support for the duration of the Project Contract.
- Solution revisions, updates, and patches during the term of the Project Contract.
- Support for the Solution updates for any of the on-premises components of the solutions defined in this SOS is included in the Project Contract.

Support

Contractor will provide implementation support for this project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufacturer's specifications.

Upon completion of the project, Client will have access to a Contractor support Engineer for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the contract.

Note: If applicable, refer to the **Statement of Services Support Escalation Process - Addendum F** document referenced in this SOS for support details.

Professional Services and License Fees

A checkmark in the table below incorporates the below referenced table into the agreement.

☒ **TABLE 1: SaaS FEES:**

This is a fixed fee engagement. If applicable the Professional Services fees for this project are included in the terms of the lease agreement signed by Client. Any changes to this SOS will require a Change Order executed and agreed upon by both parties. Contractor cannot perform work outside of the scope of this SOS without an authorized Change Order signed by Client.

Services Fees: \$300.00 Per month 5 yr. term (15 Fax Lines, 1,000 pgs. Per mo.)

Initial PS Labor Investment: \$ 1,075.00 (One Time)

TOSHIBA

Taxes, if applicable, are not included and will be invoiced separately.

Contractor will invoice Client upon initial installation of a on premises, or activation of the cloud instance of the software solution provided.

Expenses associated with travel, overnight stays, etc., for the hours estimated in this SOS are included in the estimate of this project.

This document is valid for a period of 30 days from the Valid From date; after this date it may be revised upon consent by Contractor.

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Irma Peña, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:

Ricardo González, P.C.
DBA, Oxford & González

By:

Ricardo González

AI-

Date Approved by Policy Council:

Date Approved by Commissioner's Court:

TOSHIBA

Confidential

Version 01/20/2025 v1.0

Client Initials

Taxes, if applicable, are not included and will be invoiced separately.

Contractor will invoice Client upon initial installation of a on premises, or activation of the cloud instance of the software solution provided.

Expenses associated with travel, overnight stays, etc., for the hours estimated in this SOS are included in the estimate of this project.

This document is valid for a period of 30 days from the Valid From date; after this date it may be revised upon consent by Contractor.

TOSHIBA

STATE AND LOCAL GOVERNMENT ADDENDUM

TOSHIBA

FINANCIAL SERVICES

AGREEMENT NUMBER

Addendum to Agreement # _____ and any future supplements/schedules thereto, between HIDALGO COUNTY HEAD START PROGRAM, as Customer and **Toshiba Financial Services**, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or

schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Toshiba Financial Services

Lessor

Signature

Title

Date

Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

HIDALGO COUNTY HEAD START PROGRAM

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

[Home](#)

Contract Number

DIR-CPO-5427

Contract Start Date: **06/12/25**

Contract Term Date: **06/12/27**

Contract Expiration Date: **06/12/30**

Vendor Information

Toshiba America Business Solutions, Inc.

Vendor ID: **13308653057**

RFO: **DIR-CPO-TMP-583**

Contract Status: **Active**

VENDOR CONTACT:

[Toshiba Sales and Contracts Administrators](#)

[Vendor Website](#)

DIR CONTACT:

[Lupe Cruz](#)

Contract Overview

Toshiba America Business Solutions, Inc. offers Toshiba, Lexmark, RISO, KIP, Brother, hardware and related services for copiers, printers, scanners, and document management. Additional products and services include: lease and rental agreements and managed print services. This contract also offers Enterprise Content Management products and services to include the following brands: Docuware, Drivve, Papercut, Psigen, Xmedius, Flashgrade, Pharos, and Printerlogic. Customers can purchase directly through this DIR contract or any of the Vendor's authorized resellers. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. One reseller is available for Riso products under this contract.

Contract Details & Ordering Information

[Products & Services](#)



Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

Copiers

Lease Agreement - Printers Copiers Scanners - MFP

Maintenance - Printers Copiers Scanners - MFP

Managed Document Output

Multifunction

Printers

Printers Copiers Scanners - MFP - Peripherals

Printers Copiers Scanners - MFP - Supplies

Scanners

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC

Entity ID L6ZdL4PTBJK5	CAGE / NCAGE 1UH24	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jul 9, 2027	
Physical Address 25530 Commercentre DR Lake Forest, California 92630-8855 United States	Mailing Address 25530 Commercentre DR Lake Forest, California 92630-8855 United States	

Business Information

Doing Business as TOSHIBA AMERICA BUS SOLUTIONS	Division Name (blank)	Division Number (blank)
Congressional District California 40	State / Country of Incorporation California / United States	URL http://business.toshiba.com/usa/home.html

Registration Dates

Activation Date Jul 9, 2026	Submission Date Jul 9, 2026	Initial Registration Date Jun 10, 2026
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Entity Dates

Entity Start Date Aug 11, 1999	Fiscal Year End Close Date Mar 31
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Immediate Owner

(blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records? No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Entity Types

Business Types	Entity Type	Organization Factors
Entity Structure Corporate Entity (Not Tax Exempt)	Business or Organization	Manufacturer of Goods

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc.
San Antonio, TX United States

Certificate Number:
2026-1514094

Date Filed:
09/10/2026

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Head Start Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Texas DIR-CPO-5427
Statement of Services – OT Corefax Deployment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Toshiba TEC Corporation	Shinagawa-Ku Tokyo Japan	X	

5 Check only if there is NO Interested Party. ☐

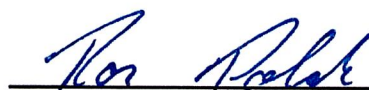
6 UNSWORN DECLARATION

My name is Ron Polak, and my date of birth is 11/8/1973.

My address is 14607 San Pedro Ave., Suite 215, San Antonio, TX, 78232, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 10th day of September, 2026.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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FORM 1295

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			Controlling	Intermediary
	Toshiba TEC Corporation	Shinagawa-Ku Tokyo Japan	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)