



COMMISSIONERS COURT  
COMMUNICATION

AGENDA DATE : 11-19-2012

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO  
(IF APPLICABLE): KK-2012-0541

**SUBJECT: Approve and authorize the County Judge to sign a Copy Machine Maintenance Contract and addendum between the County of El Paso-AgriLife Extension, and Toshiba Business Solutions (KK-2012-0541). Funds are available in Sub-object 6301, Index: Agricultural.**

**BACKGROUND/DISCUSSION OF TOPIC:**

This full service maintenance agreement for twelve (12) months; includes all parts, labor, developer, services, training. (Excludes paper, staples) for the equipment 1 unit Toshiba E-Studio 600T and 1 unit Toshiba E-Studio 453.

**FISCAL IMPACT:** Total of \$ 3,822.00 for 12 months (\$ 2,247.00 for Toshiba E-Studio 600T, plus additional print charges over 240,000 copies at \$0.008 per copy; and \$1,575.00 for Toshiba E-Studio 453, plus additional print charges over 120,000 copies of \$0.012 per copy

**PRIOR COMMISSIONERS COURT ACTION (IF ANY):**

**RECOMMENDATION:** Approve as to form with Amendments/Modifications/Reservations Noted (KK2012-0541

**COUNTY ATTORNEY APPROVAL**

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Janet Monteros

LEGAL REVIEW:KK-2012-0541

LEGAL REVIEW NOTES (If Applicable):-See Attachment

DATE: 11-05-2012

SUBMITTED BY:	Raymond Bader, County Extension Director Texas AgriLife Extension Service
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**EL PASO COUNTY CONTRACT DATA FORM**  
**ATTACH TO FRONT OF ALL CONTRACTS SUBMITTED**

Date: 11/15/2012 Department: Agriculture- Texas A&M AgriLife Extension  
Contract No.: KK- 2012-0541 Date Submitted for CA Review: \*\* 10/22/2012  
Sponsor/Administrator of Contract: Raymond Bader- County Extension Director  
Purpose of Contract/Subject Matter: Maintenance Contract-Copy Machines- Estudio 600T & Estudio 453  
Funding Source: County: X Grant: \_\_\_\_\_ Other: \_\_\_\_\_  
Other Party(ies) to Contract: \_\_\_\_\_  
Contract Price: \$3,822 for 1 Year Bid No.: \_\_\_\_\_ Date Bid Awarded: \_\_\_\_\_

**Significant Terms/Administrative Milestones:**

1. Beginning Date: 11/01/2012 Ending Date: 10/31/2013
2. Bond Requirements:
  - (a) Type of Bond: Bid \_\_\_\_\_ Performance \_\_\_\_\_ Payment \_\_\_\_\_
  - (b) Amount: \_\_\_\_\_ (c) Copy of Bond Provided: \_\_\_\_\_
  - (d) Review by Risk Manger: Signature \_\_\_\_\_ Date \_\_\_\_\_
3. Insurance Requirements:
  - (a) Duty to Insure: County \_\_\_\_\_ Other Party \_\_\_\_\_ (b) Proof of Ins Provided: \_\_\_\_\_
  - (c) Type of Ins.: \_\_\_\_\_ (d) Amount: \_\_\_\_\_
  - (e) Review by Risk Manager: Signature \_\_\_\_\_ Date \_\_\_\_\_
4. Audit Requirements: \_\_\_\_\_
5. Tax Forms Required: \_\_\_\_\_ 6. Notice of Renewal Date: \_\_\_\_\_
7. Other: \_\_\_\_\_
8. Account Name and No. for Payment: \_\_\_\_\_
9. Date Contract on Agenda for Approval by Commissioner's Court: 11/19/2012

**DEPARTMENT HEAD/ELECTED OFFICIAL ACTION**

**APPROVED AS TO CONTENT/ACKNOWLEDGEMENT OF DUTY TO ADMINISTER ALL TERMS AND CONDITIONS: \***

The undersigned hereby certifies that they have read the contract and understand and approve the contract terms except as noted and further certify that the contract conforms to the bid specifications, if any, and acknowledges that they are responsible for administering all terms and conditions of the contract.

  
\_\_\_\_\_  
Department Head/Elected Official

11/15/2012

Date

\* Responsibility for Payments/Collections: The sponsor may make arrangements with the County Auditor to make/collect periodic payments pursuant to the contract. However, it is the responsibility of the sponsor to coordinate such an arrangement with the Auditor.

**Matt Santillan**

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**From:** Janet Monteros [Janet.Monteros@epcounty.com]  
**Sent:** Monday, November 05, 2012 2:46 PM  
**To:** Matt Santillan  
**Cc:** Ray Bader; Alicia Vera; Josefina Vasquez  
**Subject:** RE: Copy Machine Maintenance Contract-PO#1300526  
**Attachments:** 2012-0541.TOSHIBA AGMT.pdf

**COUNTY LEGAL REVIEW FORM**

KK-12-0541

Contract Description: Copy Machine Maintenance Contract-PO#1300526

**COUNTY ATTORNEY ACTION\*\***

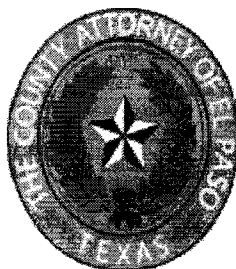
**\*\*Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

\_\_\_\_\_ Approved as to Form as Submitted  
  X   \_\_\_\_\_ Approved as to Form with Amendments/Modifications/Reservations Noted  
Below\*  
\_\_\_\_\_ Not Approved

\*1)Addendum is attached to contract

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

**Janet Monteros**  
**Assistant County Attorney**



*JANET L. MONTEROS, ASSISTANT COUNTY ATTORNEY*

# TOSHIBA

## BUSINESS SOLUTIONS

### AIMS MAINTENANCE CONTRACT

# MA-1.0.0

SALES PACKET NUMBER

DATE

Sales Representative: Chris Rivera

10/22/2012

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

#### CUSTOMER INFORMATION

Customer Name: County of El Paso	Bill to Number: S98968
Billing Address: 500 E San Antonio	Phone #: 915-546-2081 Ext. Fax #:
Address 2:	Contact: Matt Santillan Customer PO #:
City: El Paso State: TX Zip: 79901	email: msantill@ag.tamu.edu

#### INVOICE / METER COLLECTION INFORMATION

Meter Collection: Meters By Fax	Electronic Invoicing: No	Invoice Location:	Term: 12 Months
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#### SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS

#### TRANSACTION TERMS (Consolidated Minimums Per Pool)

Pool Description	Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Per Unit Charge	Excess Billing Frequency
Mono	Black	240,000	Images	\$ 1,872.00	Annually	0.008	Annually
Mono	Black	120,000	Images	\$ 1,200.00	Annually	0.012	Annually

#### DECLINATION

Customer is declining maintenance on the equipment listed above.

Printed Name:	Signature:
Title:	Date:

#### ACCEPTANCE

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 Unit Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Customer: County of El Paso	Toshiba Business Solutions		
Printed Name:	Printed Name:		
Signature:	Signature:		
Title:	Date:	Title:	Effective Date:

2012-0541

## TERMS AND CONDITIONS (CONTINUED)

1. **ACCEPTANCE.** This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.
2. **Term.** This Contract will remain in force for 12 months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the equipment. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.
3. **SERVICE AVAILABILITY.** TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.
- The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.
- If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.
- In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.
4. **NETWORK INTEGRATION SUPPORT.** Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.
5. **INVOICING - LATE CHARGES.** The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.
- If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.
6. **USAGE.** In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. In no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.
- TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website.
- Upon the first Renewal Date and each subsequent Renewal Date thereafter, TBS reserves the right to increase the Minimum Payment and/or Excess Unit Charge by the greater of either (i) fifteen (15%) percent or (ii) the then current cost per unit for that model.
7. **CONSUMABLE SUPPLIES.** TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 11 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies.
- All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.
8. **TAXES.** In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.
9. **INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.
- If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.
10. **KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from installation will be at TBS normal hourly rates.
11. **EXCLUSIONS.** Service under this Contract does not include:
- Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:
  - Service of equipment if moved outside of TBS's designated service area;
  - Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;
  - Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;
  - Painting or refinishing of the equipment;
  - Making specification changes;
  - Overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost;
  - Performing key operator functions as described in the operator manual;
  - Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;
  - Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;
  - Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control;
  - Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available;
  - Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.
12. **INDEMNITY AND DISCLAIMER.** TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.
- IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."**
13. **GENERAL.** Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.
- Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.
- The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.
- This Contract is not assignable. Its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.
- TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.
- TBS is not responsible for failure to render service due to causes beyond its control.
- This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

2012-0541

STATE OF TEXAS )

COUNTY OF EL PASO )

**ADDENDUM TO EQUIPMENT MAINTENANCE AGREEMENT**

**TOSHIBA BUSINESS SOLUTIONS**

This agreement is between the County of El Paso, a political subdivision of the State of Texas, hereinafter called "Customer", and TOSHIBA BUSINESS SOLUTIONS, a California corporation headquartered in Irvine, California, authorized to do business in Texas, hereinafter called "TOSHIBA". The following provisions are added by agreement of the parties. To the extent that any provisions in the main body of the agreement conflict with the provisions of this addendum, this addendum shall control.

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Section 2. Term. This Contract will remain in force for 12 months from the Effective Date **(Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination no less than thirty (30) days prior the Renewal Date.** For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the State Date & Start Meter until this Contract is terminated or the equipment is withdraws from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

**IS MODIFIED TO READ AS FOLLOWS:**

Section 2. Term. This Contract will remain in force for 12 months from the Effective Date. **This agreement shall be renewed only by the written agreement of the parties.** For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the State Date & Start Meter until this Contract is terminated or the equipment is withdraws from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

Section. 12. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. **Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after the Contract has expired.**

**IS MODIFIED TO READ AS FOLLOWS:**

Section. 12. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment.

**THE FOLLOWING IS ADDED AS FOLLOWS:**

Section. 14. All questions with respect to this Agreement and the rights and liabilities of the Parties hereto shall be construed in accordance with the laws of the State of Texas. Venue whether in state court or federal court will be for all purposes, El Paso, El Paso County, Texas.

IN WITNESS WHEREOF, the parties execute this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2012.

**ATTEST:**

**THE COUNTY OF EL PASO**

\_\_\_\_\_

By \_\_\_\_\_

County Clerk Delia Briones

County Judge Veronica Escobar

Approved as to form:

**TOSHIBA BUSINESS SOLUTIONS**

\_\_\_\_\_

By \_\_\_\_\_

Assistant County Attorney

\_\_\_\_\_ (name)

\_\_\_\_\_ (title)

(Signor must have legal authority to bind corporation)



**EL PASO COUNTY PURCHASE ORDER**

INVOICE TO:  
 COUNTY AUDITORS OFFICE  
 800 E. OVERLAND  
 RM 406  
 EL PASO

TX 79901-2407

SHIP TO:  
 MATTHEW SANTILLAN  
 AGRICULTURAL CO-OP EXTENSION  
 AGRICULTURAL CO-OP EXTENSION  
 9521 SOCORRO RD., STE. A-2  
 EL PASO

TX 79927 2500

**ORDER FROM:**

TOSHIBA BUSINESS SOLUTIONS TEXAS  
 10821 GATEWAY WEST STE.201

EL PASO TX 79935

**REMIT TO:**

TOSHIBA BUSINESS SOLUTIONS TEXAS  
 10821 GATEWAY WEST STE.201

EL PASO TX 79935

**VENDOR COPY**

REG. NO. RQ1300579  
 PAGE N.O. 001  
 BUYER: MR  
 DELIVERY DATE: 11/01/2012 P.O. DATE: 10/19/2012  
 VENDOR NO: VO20017  
 INDEX: AGRICULTURAL  
 SUB-OBJECT: 6301  
 FOB POINT: DEST  
 TERMS: NET 30

P.O. NO. PD1300526  
 INCLUDE P.O. NO.  
 ON ALL INVOICES

*AA*

PUR. AGENT  
 PITI VASQUEZ

COUNTY TAX ID  
 74-6000762



TX 79901-2407

TX 79927 2500

QUANTITY/UNIT	COMMODITY DESCRIPTION	UNIT PRICE	AMOUNT
1 EA	4601 000008A 06 MAINTENANCE CONTRACT-COPY MACHINE TOSHIBA E-STUDIO 600T #CQH722532 ANNUAL COPY ALLOWANCE: 240.000 OVERAGE COST: \$0.008 CONTRACT INCLUDES ALL PARTS, LABOR, TONER, DEVELOPER, SERVICES, TRAINING. CONTRACT TERM WILL BE FOR ONE (1) YEAR. VENDOR MUST RESPOND TO A SERVICE CALL WITHIN THE DAY OF THE CALL; AND MUST HAVE REPLACEMENT PARTS WITHIN TWO (2) BUSINESS DAYS OF ORDERING THE PART. VENDOR MUST PERFORM ONE (1) PREVENTATIVE MAINTENANCE SERVICE CALL ON THE COVERED MACHINE DURING THE ANNUAL MAINTENANCE PERIOD. TERMS: 11/01/2012 - 10/31/2013 START UP CHECK UP COSTS \$375 PLUS PARTS	2,247.0000	2,247.00
1 EA	4601 000008A 06 MAINTENANCE CONTRACT-COPY MACHINE TOSHIBA E-STUDIO 453 #CIH847808 ANNUAL COPY ALLOWANCE: 120.000 OVERAGE COST: \$0.0120 CONTRACT INCLUDES ALL PARTS, LABOR, TONER, DEVELOPER, SERVICES, TRAINING. CONTRACT TERM WILL BE FOR ONE (1) YEAR. VENDOR MUST RESPOND TO A SERVICE CALL WITHIN THE DAY OF THE CALL; AND MUST HAVE REPLACEMENT PARTS WITHIN TWO (2) BUSINESS DAYS OF ORDERING THE PART. VENDOR MUST PERFORM ONE (1) PREVENTATIVE MAINTENANCE SERVICE CALL ON THE COVERED MACHINE DURING THE ANNUAL MAINTENANCE PERIOD. TERMS: 11/01/2012 - 10/31/2013 START UP CHECK UP COSTS \$375 PLUS PARTS	1,575.0000	1,575.00
***** TOTAL: *****			3,822.00

++ + INCLUDE P.O. NO. ON ALL INVOICES + + +