

# Requisition

Req # 00139051

PO #

Date: 09/08/08

*Consent  
9/16/08*

Bill To: x  
x

**Vendor :** 78174  
COPY GRAPHICS, INC  
221 NORTH 10TH  
MCALLEN TX 78501  
FAX (956) 630-2628

**Ship To:** ADULT PROBATION  
3100 S BUSINESS HWY 281  
EDINBURG TX 78539

**Contact:** D.SOLIS 4413

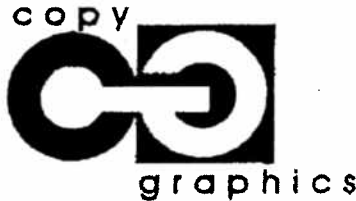
**Contract No:**

**Special Instructions:**  
REQ.#41

| QUANTITY | UOM  | DESCRIPTION   | UNIT PRICE         | AMOUNT   |
|----------|------|---|--------------------|----------|
| 2        | EACH | DO NOT DUPLICATE ORDER<br>1 YEAR MAINTENANCE AGREEMENT RENEWAL IR5000, SERIAL #MP;55678 & MLP59520 INCLUDES 300,000 COPIES/YR. FOR EACH MACHINE PERDIO COVERED 9/28/08-9/27/09<br>Account No _____<br>8-1297-423-00-320-002-9-432 | 1,750.00           | 3,500.00 |
|          |      |   | <u>Encumbrance</u> |          |
|          |      |   | 3,500.00           |          |
|          |      |   | Freight            | .00      |
|          |      |   | Total              | 3,500.00 |
|          |      | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233  |                    |          |

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

Reg #  
139051



www.copyg.com

221 North Tenth St • McAllen, Texas 78501  
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

**COPIER SERVICE AGREEMENT - SCAN**

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Adult Probation Cust# 10217  
Physical Address 3100 S Business 281 Billing Address PO BOX 970  
City/State/Zip Edinburg, TX 78539 City/State/Zip Edinburg, TX 78540  
Phone/Fax 956-587-6000 / \_\_\_\_\_ Phone/Fax 956-587-6000 / 956-318-2488

**EQUIPMENT COVERED**

Model: Canon/IR-6000 Options: \_\_\_\_\_ SN: NSN21136

Starting Meters: Copy/Print Clicks: 329,088 Scan: \_\_\_\_\_

Rate: \$ 1750.00 for 300,000 clicks. Overage Rate: .0059 per click.

*All scans will be charged at \$.0025 per scan when scans exceed service agreement minimums or actual print usage. Scan meters will be checked every anniversary date of the contract and billed yearly.*

Effective dates of agreement from Sept. 12, 2008 to Sept. 11, 2009 or clicks specified.

Contract to be billed:  Yearly  Quarterly  Monthly  Included in Lease

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Raura Garza  
Copy Graphics, Inc. Representative

Sept 9, 2008  
Date

**DIGITAL TOTAL TERMS AND CONDITIONS**

**ACCEPTANCE:** Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon.

**TERM:** This Agreement will automatically be renewed unless previously cancelled in writing and accepted by Seller's Service Manager (30) thirty days prior to expiration of contract.

**SERVICE AVAILABILITY:** Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

**INCLUSIONS:** Digital Total service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. Plan also includes consumable supplies such as drum, developer and toner, not to exceed 11 per contract period. If the Customer has more than one unit that uses the same consumable supplies, all units must be placed under the same type of service plan. The unavailability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

**EXCLUSIONS:** Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightning; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) all consumable items not specifically listed in Inclusions; m) connected products such as computer, printer, software or network-related failures.

**EQUIPMENT OVERHAUL:** In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

**ASSIGNMENT:** This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

**LIMITED WARRANTY:** Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

**DISCLAIMER OF WARRANTY:** EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**HAZARDOUS PRODUCTS:** Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

**LIMITATION OF LIABILITY:** SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

**GOVERNING LAW:** This contract shall be governed by and construed according to the laws of the State of Texas.



**Document Efficiency  
At Work.®**

**IKON Office Solutions**  
**Victor Maltos**  
 Texas/Louisiana Contract Sales Rep  
 810 Gears Road  
 Houston, Texas 77067  
 Phone 1-(888) 456-6457 x-46073  
 Fax (832) 348-2587

## Copier Maintenance Price Quotation

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### Customer Information

|                     |   |
|---------------------|---|
| <b>Company Name</b> | Hidalgo County Adult Probation  |
| <b>Contact</b>      | Adela Huerta  |
| <b>Phone</b>        | 956-587-6004  |
| <b>Fax</b>          |   |
| <b>Email</b>        | <u><a href="mailto:Ad002@hidalgococscd.com">Ad002@hidalgococscd.com</a></u> |

This agreement includes parts, labor, travel, photodrum & toner (Mon-Fri, 8am to 5pm). Machine is subject to inspection or repair evaluation before agreement can be activated. The evaluation and repair cost are the responsibility of the customer. However once a maintenance agreement is signed IKON will wave the inspection fee of \$157.00 per machine.

### Equipment

| Model  | IKON ID#                      | Annual Base Per Machine | Annual Allowance | OVERAGE  |
|--------|-------------------------------|-------------------------|------------------|----------|
| IR6000 | 10609629<br>Serial # NSN21136 | \$2,340.00              | 300,000          | \$0.0078 |

\* This quote is good for 30 days from this date: **September 27, 2008**

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# Requisition

Req # 00139275

PO #

Date: 09/10/08

Bill To: x  
x

Vendor : 78174  
COPY GRAPHICS, INC  
221 NORTH 10TH  
MCALLEN TX 78501  
FAX (956)630-2628

Ship To: ADULT PROBATION  
3100 S BUSINESS HWY 281  
EDINBURG TX 78539

Contact: D.SOLIS 4413

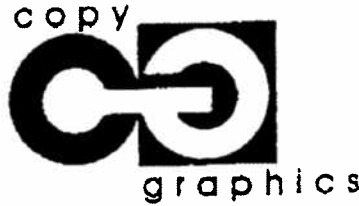
Contract No:

Special Instructions:  
REQ.#75

| QUANTITY | UOM  | DESCRIPTION   | UNIT PRICE   | AMOUNT   |
|----------|------|---|--|--|
| 1        | YEAR | DO NOT DUPLICATE ORDER<br><br>MAINTENANCE AGREEMENT ON COPY MACHINE CANON IR6000.<br>SER#NSN21136, INCLUDES 300,000 COPIES/YR OVRAGE RATE @<br>\$0059 EACH PERIOD COVERAGE 9/12/08-9/11/09 LOCATION<br>MAIN OFFICE ROOM #200<br><br>Account No _____<br><br>8-1297-423-00-320-002-9-432<br><br><br><br>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | 1,750.00<br><br><br><br><br><br><br><br><br><br><br>Encumbrance<br>1,750.00<br><br>Freight .00<br><br>Total 1,750.00 | 1,750.00<br><br><br><br><br><br><br><br><br><br><br>1,750.00 |

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

Reg #  
139275



www.copyg.com

221 North Tenth St • McAllen, Texas 78501

Phone (956) 631-0205

Fax (956) 630-2628

1-800-894-0133

**COPIER SERVICE AGREEMENT - SCAN**

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Adult Probation Cust# 10217  
 Physical Address 3100 s Business Hwy 281 Billing Address PO BOX 970  
 City/State/Zip Edinburg TX 78539 City/State/Zip Edinburg TX 78540  
 Phone/Fax 956-587-6004 / 956-318-2488 Phone/Fax \_\_\_\_\_ / \_\_\_\_\_

**EQUIPMENT COVERED**

Model: Canon/IR-5000 copier Options: \_\_\_\_\_ SN: MPL59520

Starting Meters: Copy/Print Clicks: \_\_\_\_\_ Scan: \_\_\_\_\_

Rate: \$ 1,750.00 for 300,000 clicks. Overage Rate: .0059 per click.

*All scans will be charged at \$.0025 per scan when scans exceed service agreement minimums or actual print usage. Scan meters will be checked every anniversary date of the contract and billed yearly.*

Effective dates of agreement from Sept. 28, 2008 to Sept. 27, 2009 or clicks specified.

Contract to be billed:  Yearly  Quarterly  Monthly  Included in Lease

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Laura Darza  
Copy Graphics, Inc. Representative

September 4, 2008  
Date

**DIGITAL TOTAL TERMS AND CONDITIONS .**

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**DISCLAIMER OF WARRANTY:** EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**HAZARDOUS PRODUCTS:** Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

**LIMITATION OF LIABILITY:** SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

**GOVERNING LAW:** This contract shall be governed by and construed according to the laws of the State of Texas.



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 Texas/Louisiana Contract Sales Rep  
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 Phone 1-(888) 456-6457 x-46073  
 Fax (832) 348-2587

## Copier Maintenance Price Quotation

### Customer Information

|                     |   |
|---------------------|---|
| <b>Company Name</b> | Hidalgo County Adult Probation  |
| <b>Contact</b>      | Adela Huerta  |
| <b>Phone</b>        | 956-587-6004  |
| <b>Fax</b>          |   |
| <b>Email</b>        | <u><a href="mailto:Ad002@hidalgococscd.com">Ad002@hidalgococscd.com</a></u> |

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### Equipment

| Model  | IKON ID#                      | Annual Base Per Machine | Annual Allowance | OVERAGE  |
|--------|-------------------------------|-------------------------|------------------|----------|
| IR5000 | 10198029<br>Serial # MPL59520 | \$2,340.00              | 300,000          | \$0.0078 |
| IR5000 | 10198896<br>Serial # MPL55678 | \$2,340.00              | 300,000          | \$0.0078 |

\* This quote is good for 30 days from this date: **September 27, 2008**

**HIDALGO COUNTY  
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT  
(ADULT PROBATION)**



**RICARDO P. RODRIGUEZ, JR.**  
JUDGE 7TH DISTRICT COURT

**RODOLFO "RUDY" DELGADO**  
JUDGE 9TH DISTRICT COURT

**BOBBY FLORES**  
JUDGE 13TH DISTRICT COURT

**ROSE GUERRA REYNA**  
JUDGE 14TH DISTRICT COURT

**JUAN R. PARTIDA**  
JUDGE 17TH DISTRICT COURT

**MARIO E. RAMIREZ, JR.**  
JUDGE 21ST DISTRICT COURT

**NOÉ GONZALEZ**  
JUDGE 27TH DISTRICT COURT

**JOE E. LOPEZ**  
EXECUTIVE DIRECTOR

P.O. BOX 970  
Edinburg, Texas 78540  
Phone (956) 587-6000  
Fax (956) 318-2488

**LETICIA LOPEZ**  
JUDGE 38TH DISTRICT COURT

**AIDA SALINAS FLORES**  
JUDGE 39TH DISTRICT COURT

**THOMAS P. WINGATE**  
JUDGE 43TH DISTRICT COURT

**RODOLFO "RUDY" GONZALEZ**  
JUDGE COUNTY COURT AT LAW NO. 1

**JAIME J. PALACIOS**  
JUDGE COUNTY COURT AT LAW NO. 2

**FEDERICO (FRED) GARZA, JR.**  
JUDGE COUNTY COURT AT LAW NO. 4

**ARNOLDO CANTU**  
JUDGE COUNTY COURT AT LAW NO. 5

**ALBERT GARCIA**  
JUDGE COUNTY COURT AT LAW NO. 6


September 3, 2008

**TO: DIGITAL SERVICE & SALES  
6100 N. 10TH  
MCALLEN, TX (PH: 664-2113 / FAX: 618-1920)**

**ATTENTION: MARTIN RANDALL**

The Hidalgo County Purchasing Department's requirement is to obtain 3 quotes for service maintenance on our copy machines, and go with lowest quote.

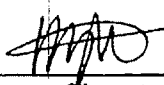
I am requesting a quote for one year maintenance on a two (2) Canon Copy Machines, model #IR5000. Maintenance should include 300,000 copies per year, and the cost for any overages. Coverage period will be from 9/28/08 through 9/27/09. Please fax quote to 318-2488. Deadline for quote is Wednesday, September 10, 2008 at 5:00 p.m. If you require further information, please contact Adela Huerta at 587-6004.

Sincerely  
  
Joe Lopez, Executive Director  
Community Supervision &  
Corrections Department  
County of Hidalgo

*(Please Check one of the following and return via fax)*

We do not service Canon Copy Machines, "NO BID"

Our quote is \$ \_\_\_\_\_ for each copy machine (written quote attached)  
(copies over the amount of 300,000 is @ \$ \_\_\_\_\_ per copy)

 for Martin Randall 9-4-08  
Signature Date