

Requisition

Req # 00150260

PO #

Date: 03/03/09

*Consent
14325
3/9/09*

Bill To: x
x

Vendor: 155047
DON BROWN BUSINESS SYSTEMS
702 N LOOP 499
HARLINGEN TX 78550

Ship To: COUNTY TREASURER
2810 S. BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact: T. Mata
956-318-2506

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	DO NOT DUPLICATE ORDER Maintenance Agreement Sharp FO-4700 Serial#97107157	250.00	250.00
		Account No _____	<u>Encumbrance</u>	
		9-1100-415-16-150-001-0-432	250.00	
			Freight	.00
			Total	250.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Receipt 150260



DON BROWN BUSINESS SYSTEMS

RECEIVED BY HIDALGO COUNTY TREASURER

2009 FEB 27 PM 3 27

411 W. Jackson HARLINGEN, TX 78550 PHONE: (956) 425-3735 FAX: (956) 425-1407

DON BROWN BUSINESS SYSTEMS

"Serving the Rio Grande Valley for 35 Years"

MAR 02 2009

MAINTENANCE AGREEMENT

A. 10:24 AM

CUSTOMER: Hidalgo County Treasurer's Office PHONE: 956-318-2505 ADDRESS: 2810 S. Business Hwy 281 FAX: 956-318-2507 CITY, ST, ZIP: Edinburg, Texas 78539-6243 CONTACT: Tonie Mata

EQUIPMENT COVERED BY THIS AGREEMENT

Table with 6 columns: Make & Model, Serial #, Starting Meter, Annual Copy Allowance, Annual Copy Cost, Cost Per Copy. Row 1: Sharp FO-4700, 97107157, n/a, \$250.00.

COPY CARE AGREEMENT: Includes all parts, all labor, and all supplies, i.e., toner, developer, drum starter kit, heat roller, press roller, blades & lamps. Excludes paper, staples, and abuse...

X YEARLY SERVICE AGREEMENT: Includes all parts, all labor, except consumable parts & supplies, i.e., toner, developer, drums, rollers, lamps, blades, paper, staples, and fusing units...

LABOR AGREEMENT: Includes all labor & travel time: excludes all parts and supplies.

Contract in effect from: 3/22/09 - 3/22/10 Contract Price: \$250.00

Overage Cost Per Copy \$: n/a Tax: Exempt

Toner Allowance for Contract: AS REQUESTED Total: \$250.00

*****NOTE: All agreements, COPY CARE, YEARLY, or LABOR automatically renew unless notified by either party with 30 days notice*****

Comments/Special Instructions: Contract is valid for one (1) year, customer is responsible for any and all consumable parts and supplies.

Authorized Customer Signature: Date: "DBBS" Maintenance Coordinator Signature: Kimberly Camacho Date: 3/25/2009

**** PLEASE SEE REVERSE SIDE ****

MAINTENANCE CONTRACT TERMS AND CONDITIONS

1. Maintenance Services

During the term hereof, Dealer will repair or replace in accordance with the terms and conditions of this Contract, any part of the equipment which becomes unserviceable due to normal usage, other than consumable supplies. Replacement parts will be furnished on an exchange basis and will be original equipment manufacturer parts. All parts removed due to replacement will become the property of the Dealer. Maintenance services provided by Dealer under this Contract do not include the following:

- A. Repairs due to misuse or neglect, i.e., improper voltage, or use of supplies that do not conform to manufacture's specifications.
- B. Repairs made necessary by service performed by persons other than the Dealer.
- C. Additional service calls or work which the Customer requests to be performed outside regular business hours.
- D. Reconditioning, rebuilding, or overhaul work of the equipment.
- E. Provision, or replacement of consumable supplies such as paper or toner unless otherwise stated on front of Contract.

2. Performance of Maintenance Services

Maintenance services described in paragraph 1. above, will be provided by **Don Brown Business Systems, "DBBS"**, at customer's equipment location, indicated on the face hereof, Monday through Friday except holidays, during the hours of 8:00am to 5:00pm. Preventive maintenance of the equipment will be provided as determined by Dealer. All emergency maintenance will be responded to within (4) business hours of notification by customer that the equipment is inoperative. In the event the equipment is imperative for more that 24 hours after the emergency call is received, excluding weekends& holidays, an alternative source for copies will be provided at customers request. In the event service is requested by customer other then during normal business hours, it will may be provided, as available, subject to the following rates: Service performed on Saturday between 9:00am and 5:00pm will be at 1 1/2 times the prevailing hourly rate. Service performed after 5:00pm on weekdays will be at 1 1/2 times the hourly rate until 10:00pm. Service provided between 1:00pm and 8:00am on weekdays will be at two times there prevailing hourly rate, services performed after 5:00pm Saturday and before 8:00am Monday and on holidays will be at three (3) times the prevailing hourly rate.

3. Charges

Maintenance agreements are payable by customer in advance, with respect to terms of this contract. Charges for reconditioning of Equipment repairs and additional services calls are not included in maintenance services as described in paragraph (1.) above, will be at prevailing rates for parts and labor and will be payable upon invoicing. The transfer of Equipment from the location on the face hereof to any location not within an established service area of the dealer will cancel this agreement without refund. State Sales Tax will be the sole responsibility of the customer. The amount charged for this agreement may be increased annually by 10%.

4. Customer Obligations

Customer agrees to keep equipment located in area that is not detrimental to equipment's performance, i.e., electricity, weather, etc; providing adequate workspace for maintenance personnel to perform duties necessary to paragraph (1.) above. Such concerns much be mindful of the supply and/or parts needs of equipment involved. Customer to also provide "Key Operator's)" on each shift to keep personnel trained on proper use of equipment, and also basic equipment care. Only supplies authorized by DBBS may be used.

5. Limitations

There are no warranties, including implied warranties of merchantability and fitness for a particular purpose, not specified herein regarding the parts and maintenance services provided under this contract. Dealer shall not be liable for non-performance caused by circumstances beyond its control, including, but not limited to, fire, civil disobedience, personnel strikes, or acts of God. In any event dealer will not be liable for indirect, special, or consequential damages arising out of contract or contractual services provided herein.

6. Term & Termination

- A. This contract is effective on date indicated on face hereof upon acceptance by dealer, and will continue in effect for each unit of equipment, until expiration of time or copy limit indicated.
- B. On expiration, if contract in not renewed, all services will be conducted on a "time and material basis".
- C. Copies in excess of contracted amount will be billed at "overage" charge indicated, or prevailing "DBBS" rates at time of coverage.
- D. This Contract may be terminated by "DBBS" at any time upon 30 days written notice to customer.

7. Assignment

This contract is not assignable. Any attempt to sign or transfer any of the rights, duties, or obligations herein, is void.

8. Headings

The Headings and titles of this contract are inserted for convenience and shall not effect interpretation or construction of any provision.

9. Governing Law

This contract shall be governed by, and constructed in accordance to the laws of the State of Texas. Failure by either party to require conformity to provisions stated herein, shall not be deemed a waiver of future conformity to any such provisions.

10. Contract

Requisition

Req # 00150264

PO #

Date: 03/03/09

Comment
14325
3/9/09

Bill To: x
x

Vendor : 155047
DON BROWN BUSINESS SYSTEMS
702 N LOOP 499
HARLINGEN TX 78550

Ship To: COUNTY TREASURER
2810 S. BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	Maintenance Agreement Sharp FO-4470 Serial#67104850	250.00	250.00
		Account No	<u>Encumbrance</u>	
		9-1100-415-16-150-001-0-432	250.00	
			Freight	.00
			Total	250.00

Authorized By: _____



DON
BROWN
BUSINESS
SYSTEMS

Reg # 150264

411 W. Jackson
HARLINGEN, TX 78550
PHONE: (956) 425-3735
FAX: (956) 425-1407

DON BROWN BUSINESS SYSTEMS

"Serving the Rio Grande Valley for 35 Years"

MAINTENANCE AGREEMENT

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ADDRESS:	2810 S. Business Hwy 281	FAX:	956-318-2507
CITY, ST, ZIP:	Edinburg, Texas 78539-6243	CONTACT:	Tonie Mata

EQUIPMENT COVERED BY THIS AGREEMENT

Make & Model	Serial #	Starting Meter	Annual Copy Allowance	Annual Copy Cost	Cost Per Copy
Sharp FO-4470	67104850	n/a		\$250.00	

COPY CARE AGREEMENT: Includes all parts, all labor, and all supplies, i.e., toner, developer, drum starter kit, heat roller, press roller, blades & lamps. Excludes paper, staples, and abuse...

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LABOR AGREEMENT: Includes all labor & travel time: excludes all parts and supplies.

Contract in effect from: 3/22/09 - 3/22/10 Contract Price: \$250.00
 Overage Cost Per Copy \$: n/a Tax: Exempt
 Toner Allowance for Contract: AS REQUESTED Total: \$250.00

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Comments/Special Instructions: Contract is valid for one (1) year, customer is responsible for any and all consumable parts and supplies.

Authorized Customer Signature: _____ Date: _____
 "DBBS" Maintenance Coordinator Signature: Kimberly Camacho Date: 3/25/2009

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