

Requisition

Req # 00156723

PO #

Date: 06/09/09

*Consent
#15921
6/15/09*

Bill To: x
x

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

Ship To: HIDALGO CO. PCT 3
724 N. Breyfogle
MISSION TX 78574

Contact:
956-585-4509

Contract No:

Special Instructions:
Req #1072

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		DO NOT DUPLICATE ORDER Maintenance Agreement fot Copier Estudio 351c (Main unit id# 36721) Account No _____ <i>Live item attached.</i>	726.00	726.00
			<u>Encumbrance</u>	
			Freight	.00
			Total	726.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Rep # 156723

AI-15913

3.0.0.

Pct #3 Transfer

CC CONSENT

Date: 06/15/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009-Pct #3 Adm. (1203)

BACKGROUND

Fiscal Impact

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox (Originator)	Approved By	Date	Status
1	Budget & Management	Norma Ceballos	06/09/2009 10:42 AM	CREATED
2	Auditor's Office			NEW

Form Started By: Norma Ceballos Started On: 06/09/2009 10:42 AM

J. Rep # 156723

Key #/56723

PREMIUM PLUS MAINTENANCE AGREEMENT



BUSINESS SOLUTIONS
Texas

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

CONTRACT NUMBER
6-1-09

SALES REPRESENTATIVE: **ROBERT P. SMITH** EFFECTIVE DATE

CUSTOMER INFORMATION		SHIP TO NUMBER	
Customer Name:	COUNTY OF HIDALGO	Customer Name:	COUNTY OF HIDALGO
Attention:	NORMA CEBALLOS	Address:	724 NORTH BREYFOGLE
Address:	724 NORTH BREYFOGLE	City/State/Zip:	MISSION, TEXAS 78574
Address 2:		Phone #:	956-585-4509
Phone #:	956-585-4509	Fax #:	956-205-7009
Email:	norma.ceballos@co.hidalgo.tx.us		

Select One: This contract will begin on the date of Equipment installation. This contract will begin after a _____ - day warranty period.

EQUIPMENT COVERED BY THIS CONTRACT (Attach list if necessary)			
Main Unit OCS ID #	Main Unit Model #	Main Unit Serial #	Term of Lease (# of Months)
1 38721	ESTUDIO 351C	CEB617405	
2			
3			
4			

SUPPLY INCLUSIVE ITEMS		OTHER (Please Specify)	
Cartridge	N/A	Toner	YES
Drum	YES	Staples	N/A
1			
2			
3			
4			

TRANSACTION TERMS			
This contract will bill a minimum charge of \$ 726.00 every - SELECT ONE			
The contract includes	60,000	BLACK copies every	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input checked="" type="checkbox"/> Year
An average charge of	\$ 0.0121	will be charged for EACH excess BLACK copy	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input checked="" type="checkbox"/> Year
The contract includes	0	COLOR copies every	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year
An average charge of	\$ 0.1100	will be charged for EACH excess COLOR copy.	
Comments:			

PREMIUM PLUS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

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

- 1) OCS will furnish all parts and labor for repairs and maintenance necessitated by normal usage of the walk-up copying/faxing function of the serialized equipment during normal business hours of 8:00 AM to 5:00 PM Monday through Friday, exclusive of holidays. Standard overtime rates of \$185 per hour with a 2-hour minimum apply for all other times.
- 2) The term of this agreement will be for 1 (one) year or the designated number of copies. If this is a Designated Number of Copies billing option this contract may expire before the end of one year. This agreement will automatically renew at the end of the term and thereafter at the then prevailing rates, or as otherwise stated or agreed, unless cancelled by either party by providing written notice at least 30 days prior to the expiration date.
- 3) This agreement does NOT cover
 - a) Service necessitated by the malfunction of Non-Original Manufacturer's Equipment parts, supplies, attachments, or supplies not authorized by OCS
 - b) Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents
 - c) Exterior hardware including doors, covers, hinges, operational panel, stands, wheels castors, work tables, exit trays, document lids, ADF covers, staplers, paper cassettes, sheet by-pass, instruction manuals, drivers etc which may become broken, lost, or damaged.
 - d) Exterior or add-on copy counting or monitoring devices.
 - e) Major in-shop rebuilding for machines that have exceeded their manufacturer's recommended life.
 - f) Circuit board failures unless an UL1449 or OCS approved surge protection device is installed inline with the listed equipment.
 - g) Replacement or repair of any network devices not directly involved with the walk-up copying process, (i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, mouse, monitors, keyboard, networking harnessing or cards.) A separate service agreement may be purchased for the items listed in 3)g.
- 4) Customer agrees to:
 - a) Provide suitable electrical service and maintain proper environmental conditions.
 - b) Pay for the special servicing that may be required to prepare the equipment for the movement or to reinstall and adjust after a movement.
 - c) Provide OCS with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
 - d) Pay additional \$ 0.0025 cents per scan, when scans exceed agreement minimum or actual print usage.
 - e) Pay for freight and special shipping charges when requesting parts and/or supplies.
 - f) Pay for any charges outside the scope of this Premium Plus Agreement.
- 5) The consumption of supplies provided in inclusive contracts, including toner or developer, exceeding 10% of the normal volume yield rate shall be chargeable at normal supply rates less a 15% discount.
- 6) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or OCS technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.
- 7) OCS is not responsible for delays or service due to manufacturer's non-availability of parts or supplies necessary to complete such service as described in this agreement. Customer agrees to pay for any freight or special shipping charges when Customer requests emergency requisition of parts or supplies.
- 8) This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment. OCS may apply any unused portion of the annual maintenance charges toward future purchases with OCS.
- 9) OCS may withhold service or terminate this agreement if the Customer fails to comply with any of the terms and conditions of this agreement, or acquires a past-due balance for services rendered, products sold or unpaid meter billings of more than 30 days from date of invoice. Past due balances will be assessed a 10% late fee.
- 10) This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force or acts of nature and any loss or damage occurring from uncontrollable circumstances. Services performed under these conditions will be chargeable outside of this agreement.
- 11) Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth in writing herein have been made or have been relied in the making of this agreement.

ACCEPTANCE (Must be signed by Director of Service Operations or an authorized Service Contract representative to be a valid contract.)

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Click Charges for the term of this Contract. When this Contract is signed by Customer and OCS, it shall constitute a binding contract and is non-cancelable.

Toshiba Business Solutions Texas	
Name: _____ Signature: _____ <small>(Please Print Name)</small> <small>(Authorized Representative)</small>	Title: _____ Date: _____ Company Name: COUNTY OF HIDALGO Name: <u>Juan D. Salinas III</u> <small>(Please Print Name)</small> Title: <u>County Judge</u> Date: <u>6/15/09</u> <small>(Authorized Representative)</small>