

**Requisition
BUDGET OFFICER**

Req # 00220096

PO #

Date: 07/25/12

Bill To: x
x

Vendor: 42129
XEROX CORPORATION
P.O. BOX 731892
DALLAS TX 75373-1892

Ship To: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: ANGELA GARCIA
956-292-7025

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	DO NOT DUPLICATE ORDER		
		TRANSPORTATION TRANSFER OF COPY MACHINE FROM BUDGET OFFICE TO PUBLIC AFFAIRS (SERIAL #XEK498637)	352.00	352.00
		<u>Account No</u>	<u>Encumbrance</u>	
		2-1100-415-14-115-001-0-346	352.00	
			Freight	.00
			Total	352.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-33432

CC CONSENT

Meeting

08/07/2012

Date:

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Budget & Management Department:

Requesting authority to enter into an Equipment-Customer Moves & Relocation Agreement Move #67345 thru requisition #220096 in the amount of \$352.00 to transfer a Xerox Copy Machine from Budget Office to Public Affairs (serial #XEK498637).

BACKGROUND

Form Review

Inbox

Reviewed By

Date

Form Started By: Tanya Delira

Started On: 07/25/2012 03:36 PM

EQUIPMENT - CUSTOMER MOVES & RELOCATION AGREEMENT MOVE # 673645

Customer: COUNTY OF HIDALGO Attention: ANGELA GARCIA

VIA XEROX COORDINATOR : NATOYA WEDDERBURN PHONE 1-800-979-7356 FAX 1-888-217-6333 Quote valid for 30 days.

The following terms and conditions of this agreement apply to all Customers requested moves/relocations of Xerox Equipment "the Equipment" covered by a current Xerox service contract. Via Xerox cannot begin scheduling your move/relocation process until we receive a fax copy of this signed Contract if paying by purchase order, please fax a copy to us along with this signed form. (PO# _____), invoice requires purchase order YES NO . If YES is checked and you wish to waive this requirement for this move (please initial here _____). Will Delivery Address be the new Billing Address? YES NO Site check required: YES NO . A site check is available at an additional cost, contact Via Xerox for pricing.

REMOVAL ADDRESS	DELIVERY ADDRESS
Product Description : 5740PT	Serial Number : XEK498637
Customer Name : COUNTY OF HIDALGO	Customer Name : COUNTY OF HIDALGO
Address : 3818 S US HWY 281	Address : 1615 S CLOSNER ST
Room# / Floor / Department : BUDGET OFFICE	Room# / Floor / Department : STE B
City / State / Zip Code : EDINBURG TX 78539	City / State / Zip Code : EDINBURG TX 78539
Contact Name : ANGELA GARCIA Phone#: 9563182636	Contact Name: ANGELA GARCIA Phone#9563182636
FAX#: 9566184501	FAX# :

STANDARD MOVE/RELOCATION TIMES: The following standard move/relocation times are necessary to coordinate Xerox carriers to physically move/relocate the Equipment. Equipment requiring specialized handling or destined to remote areas may take longer.

Localized moves within same metropolitan area MINIMUM of 5 business days
 Moves to rural area MINIMUM of 10 business days
 Relocations between metropolitan areas MINIMUM of 15 business days

DISCLAIMER: Xerox provides only move/relocation services pursuant to the terms and conditions of this Agreement. XEROX DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Xerox's liability for Equipment loss or damage is limited as set forth in the paragraph herein entitled "Limitation of Liability".

CHARGES: Customer shall be responsible for all move/relocation charges actually incurred by Xerox, including but not limited to cartage, disassembly and reassembly charges, additional rigging charges, storage, signed order cancellation, and any required parts and labor. In addition, all Xerox Customer Service Engineer labor associated with removal and reinstallation of the Equipment will be billed separately to Customer at current Xerox Time and Materials labor rates. The estimated transportation cost below does not include, and Customer shall be responsible for, any applicable federal, state, municipal or other governmental taxes, duties, excise taxes, or tariffs.

CUSTOMER SALE OF EQUIPMENT: For Equipment relocations pursuant to Customer sales, Customer shall provide Xerox with a bill of sale or other documents approved by Xerox prior to any move activity.

FORCE MAJEURE: If either party is prevented from fulfilling its obligations hereunder as a result of government actions, regulations, fires, strikes, accidents, war, terrorism or other causes beyond the reasonable control of either party, both parties obligations shall be suspended for a reasonable time during which such conditions exist.

TERMINATION: Either party may terminate this Agreement in the event of

ESTIMATED TRANSPORTATION COST: * \$ 352

REQUESTED MOVE DATE: ** 07/16/2012

*This nonbinding estimate is for planning purposes only Customer is responsible for all costs actually incurred by Xerox pursuant to paragraph above entitled "charges"

** Xerox will use reasonable efforts to meet the requested date, but shall have no liability in the event the requested date cannot be met.

CUSTOMER ACCEPTANCE:

Signature: _____ Date: _____

material breach by the other party of the terms hereof if such material breach has not been cured within thirty (30) days of written notice of such breach. In the event Customer terminates this Agreement or cancels the services provided hereunder, Customer shall be responsible for any carrier charges incurred by Xerox as a result of such termination or cancellation.

LIMITATION OF LIABILITY: In the event of Equipment loss or damage, Xerox's sole obligation shall be to repair such Equipment or replace, in its discretion and at its option, such Equipment with equipment of an equivalent configuration. Failure by Customer to give notice of any claim (whether discovered or undiscovered) within thirty (30) days from the delivery date shall constitute a waiver by Customer of all claims with respect to such Equipment. The remedy provided herein is Customer's sole and exclusive remedy with respect to such Equipment, and Customer hereby waives direct, consequential, incidental indirect or special damages.

DISPUTE RESOLUTION: Any claim or dispute which the parties are unable to resolve informally shall be settled by arbitration administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any monetary awards resulting from the arbitration shall be limited in accordance with the provisions of this Agreement, shall be limited to a specific compensatory sum (as opposed to any equitable relief), and may not be appealed.

GOVERNING LAW: This Agreement shall be governed by New York law without regard to its conflict of laws principles.

ENTIRE AGREEMENT: This Agreement is the complete agreement of the parties and supersedes all prior written or oral agreements regarding the Services, including any preprinted terms on Customer's purchase order, which shall be void and of no force and effect. Xerox may accept this Agreement either by its authorized signature or by commencing performance. Xerox may retain reproduction (e.g. electronic image, photocopy, facsimile) of this Agreement and of Customer's purchase order, each of which shall be considered an equivalent of the original document. All the changes to this Agreement must be made in writing signed by both parties. This Agreement may not be assigned by Customer without the prior written consent of Xerox.

ESTIMATED SERVICE COST: * \$ 0.0

ESTIMATED DELIVERY DATE: ** 07/16/2012

*This nonbinding estimate is for planning purposes only Customer is responsible for all costs actually incurred by Xerox pursuant to paragraph above entitled "charges"

** Xerox will use reasonable efforts to meet the requested date, but shall have no liability in the event the requested date cannot be met.

XEROX ACCEPTANCE:

Signature: _____ Date: _____

Tanya.Delira

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, June 29, 2012 10:47 AM
To: 'Tanya.Delira'; 'Evangelina Garcia'
Subject: FW:

Good for you.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, June 29, 2012 10:30 AM
To: 'Martha Salazar'
Subject: RE:

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, June 29, 2012 9:42 AM
To: 'Steve Crain'
Cc: 'Tanya.Delira'
Subject: FW:
Importance: High

Mr. Crain:

This is a one time agreement. We've changed the governing law provision (Xerox informed and agreed). We need you to please review and comment as to form.

Marty

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Friday, June 29, 2012 9:35 AM
To: 'Martha Salazar'
Subject: FW:

May you please forward to legal for their review.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, June 29, 2012 8:57 AM
To: 'Tanya.Delira'
Subject: FW:

*Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us*

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Friday, June 29, 2012 8:49 AM

To: 'Evangelina Garcia'
Subject: FW:

May you please assist me in making a change to these agreement under the Governing Law from New York to Texas.



Thank You.. I am on my way to your office.. 😊

From: Damaris Morales [<mailto:damaris@rxinc.com>]
Sent: Thursday, June 28, 2012 4:10 PM
To: 'Tanya.Delira'
Subject: FW:

No worries Tanya. Please see attached document, it might be the same that you received, but I was informed by Via Xerox that they will take the document with a correction on the State, from New York to Texas, with out having it sent to legal.

I hope this helps, please let me know if you need anything else. Thank you

XRX Business Consultants
Damaris I Morales
956-682-1820



Reduce your **color** document cost by up to 60% while you **GO GREEN**. Visit "Finally Color Is Less" at <https://www.brainshark.com/xerox/vu?pi=630810200>. For a free office assessment, call 956-682-1820.

From: Tanya.Delira [<mailto:tanya.delira@co.hidalgo.tx.us>]
Sent: Thursday, June 28, 2012 7:53 AM
To: Damaris Morales
Subject: RE:

Ms. Damarias I apologize for the delay in my response, but I was out the last two days. The relocation # I want to say is 672205.

From: Damaris Morales [<mailto:damaris@rxinc.com>]
Sent: Monday, June 25, 2012 4:19 PM
To: Martha Salazar; 'Tanya.Delira'
Cc: 'Matilde Faz'; liza.lopez@co.hidalgo.tx.us
Subject: RE:

That is completely understandable, can you please forward me the relocation request #?

XRX Business Consultants

Damaris I Morales
956-682-1820



Reduce your **color** document cost by up to 60% while you **GO GREEN**. Visit "Finally Color Is Less" at <https://www.brainshark.com/xerox/vu?pi=630810200>. For a free office assessment, call 956-682-1820.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Monday, June 25, 2012 10:17 AM
To: 'Tanya.Delira'; Damaris Morales
Cc: 'Matilde Faz'; liza.lopez@co.hidalgo.tx.us
Subject: RE:
Importance: High

Ms. Damaris:

To further explain why the General Terms and Conditions are required for this agreement, involves the "venue" clause that appears to be in New York State. The General Terms and Conditions may permit a local purchase order to supersede that venue provision as we have found with other similar agreements.

Marty

From: Tanya.Delira [<mailto:tanya.delira@co.hidalgo.tx.us>]
Sent: Monday, June 25, 2012 10:10 AM
To: 'Damaris Morales'
Cc: 'Martha L. Salazar'; 'Matilde Faz'
Subject:

Ms. Damaris,

I received an Equipment – Customer Moves & Relocation Agreement, and in order to proceed with this request I am needing your companies Terms and Conditions. May you please forward them at your earliest convenience.

Thank You,

Tanya De Lira
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
P 956-318-2626 x 4878
F 956-292-7612