

AI-33805

12. L.

CC CONSENT

Meeting Date: 09/04/2012  
 Submitted By: Matilde Faz, PURCHASING DEPT.  
 Department: PURCHASING DEPT.

Information

CAPTION

**HIDTA Task Force:**

Requesting authority to purchase a 24-month copier service agreement renewal and authority to execute required agreement for the following with Copy Graphics, Inc. (2-1100-415-15-140-001-0-432;

Requisition	Model	Serial	Location	Yearly	Effective
221502	MP-C3000SPF	L3765600717	3100 S. Closner, Edinburg, TX	\$100.00/8,000 B&W-+.015/EACH \$50.00/500 COLOR-+.011/EACH	9/21/12-9/20/14

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1291-412-00-270-003-1-432  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:

Funds available as of 08/30/2012, refer to Req #00221502.

Attachments

- [Copy Graphics-HIDTA Requisition Agreement](#)
- [Legal Email](#)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/28/2012 02:16 PM
Budget & Management	Merlen P. Munoz	08/28/2012 04:19 PM
Sylvia Solis	Sylvia Solis	08/30/2012 11:10 AM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM
Form Started By: Matilde Faz		Started On: 08/20/2012 01:42 PM
Final Approval Date: 08/31/2012		

**COPIER SERVICE AGREEMENT - SCAN**

This agreement is between Copy Graphics, Inc. and:

Company Name HIDTA Cust# 3238  
Physical Address 3100 South Closer Billing Address PO Box 5719  
City/State/Zip Edinburg, TX 78539 City/State/Zip McAllen, TX 78502-5719  
Phone/Fax 381-0444 / 381-8722 Phone/Fax \_\_\_\_\_ / \_\_\_\_\_

**EQUIPMENT COVERED**

Model: MP-C3000SPF Options: \_\_\_\_\_ Serial: L3765600717

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

Cost: \$ 100.00 for 8000 black & white clicks. Rate: .015 per copy.

Cost: \$ 50.00 for 500 color clicks. Rate: .011 per copy.

*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 9/21/12 to 9/20/14 or copies specified.

Contract to be billed:  Yearly  Quarterly  Monthly  Included in Lease

**[Contract includes black and color toners.]**

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

Hon. Ramon Garcia

Print Name

Ana Escobar

Copy Graphics, Inc. Representative

→ SIGN HERE

County Judge

Title

8/15/12

Date

**ERRORS & OMISSIONS:** This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

**TERM:** The term of this agreement shall be a period of 2 years commencing on 9/21/12 to 9/20/14 unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice.

**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, black toner, and color toners not to exceed \_\_\_\_ 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 unserviceability 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, programming or training; n) license and/or installation fees for any renewal or upgrade of any and all software installed on unit; o) service related to installation of additional accessories.

**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.

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

9/4/12

Ship To: HIDTA  
 3100 S. Closner  
 Foxtrot Bldg.  
 Edinburg TX 78539

Contact: DORA L. MUNOZ  
 956-381-0444

Contract No:

Special Instructions:  
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QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	MONTH	DO NOT DUPLICATE ORDER OM THIS IS FOR THE TOTAL SERVICE PLAN FOR MODEL #MPC3000SPF PER MONTH AND WILL INCLUDE 8,000 B/W COPIES ANY OVERAGES RATE \$.015 PER COPY PRINTERS AND 500 COLOR COPIES AT \$.11 FOR AVERAGES PER COPY OR PRINTS SERIAL #L3765600717. SERVICE PLAN INCLUDES PARTS, LABOR, TONER, AND DRUM. ALL BLACK AND COLOR TONERS INCLUDED. EFFECTIVE DATES: 9/21/2012-9/20/2014	150.00	450.00
3.00	EACH	OM OVERAGE \$100.00 PER MONTH X 3 MONTHS = \$300.00	100.00	300.00
		Account No	Encumbrance	
		2-1291-412-00-270-003-1-432	750.00	
			Freight	.00
			Total	750.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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