

AI-45770

Purchasing Department

CC CONSENT

Meeting Date: 08/12/2014

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

HIDTA Task Force:

Requesting authority to purchase a 12-month shredder service agreement and authority to execute required agreement for the following with Copy Graphics, Inc. (3-1252-412-00-270-012-0-432);

Requisition	Model	Serial	Location	Yearly	Effective
260755	4005 C/C Shredder	4093742	3100 S. Closner Fox Trot Bldg. Edinburg, TX	\$495.00	7/17/14 - 7/16/2015

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1252-412-00-270-012-0-432

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Attachments

Requisition

Agreement

Legal's Approval

Form Review

Inbox

Reviewed By

Date

Form Started By: Matilde Faz

Started On: 07/30/2014 04:40 PM

Requisition

Req # 00260755

PO #

Date: 07/24/14

*Consent
45770
8/12/14*

Bill To: x
x

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

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

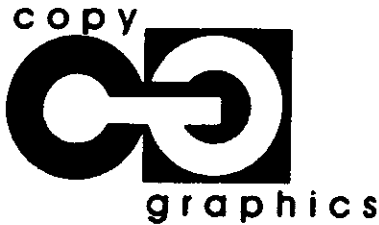
Contact: DORA L. MUNOZ
956-381-0444

Contract No:

Special Instructions:
172

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	DO NOT DUPLICATE ORDER OM SERVICE AGREEMENT FOR MODEL 4005 C/C SHREDDER SERIAL:4093742. EFFECTIVE DATES OF AGREEMENT FORM 07/17/2014 TO 07/16/2015. (REF TO P.O. 677220) Account No 4-1252-412-00-270-012-0-432 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	495.00 Encumbrance 495.00 Freight Total	495.00 .00 495.00

Authorized By: _____



ORIGINAL

4093742-02

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

SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name HIDTA (Hidalgo County Task Force) 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 956-381-0444 / 956-381-8722 Phone/Fax _____ / _____

EQUIPMENT COVERED

Model: 4005 C/C Shredder Serial: 4093742

Options: _____ Serial: _____

Rate: \$ \$495.00 per year.

Effective dates of agreement from 07/17/14 to 07/16/15

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.

Ramon Garcia → SIGN HERE County Judge
 Authorized Signature Title

Hon. Ramon Garcia
 Print Name

Ana Escobar
 Copy Graphics, Inc. Representative

 Date

Approved by Commissioners' Court
on 8-12-14 RD

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. Full and free access includes activation of remote access to automated monitoring of meters, consumable supply usage, and service alerts.

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 for a period of one (1) year commencing on 7/17/14 to 7/16/15 unless terminated earlier 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: 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. 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) consumable items such as chemicals and supplies, including but not limited to, ink, toner, toner cartridges, developers, ribbons, drums, maintenance kits, certain fuser and heater rollers, lamps and verification stamps; 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.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 24, 2012 11:42 AM
To: 'Darlene Betancourt'; 'Matilde Paz'; 'Yvette Isler'
Cc: 'Tanya Delira'; liza.lopez@co.hidalgo.tx.us
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Ms. Yvette:
Please follow legal counsel's recommended changes and either make them here or ask vendor to do so. Get contact information from Marty.
Marty

From: Steve Crain [mailto:scrain@bateshall.com]
Sent: Thursday, May 24, 2012 7:44 AM
To: 'Martha Salazar'
Subject: RE: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

The term on the reverse side must be deleted and the following inserted in lieu of the deleted paragraph: The term of this agreement shall be a period of one year commencing on----- and ending on-----unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 23, 2012 5:08 PM
To: 'Steve Crain'
Cc: 'Matilde Paz'; 'Darlene Betancourt'
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: Matilde Paz [mailto:matilde.paz@co.hidalgo.tx.us]
Sent: Wednesday, May 23, 2012 4:03 PM
To: 'Martha Salazar'; 'Darlene Betancourt'
Subject: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Ms. Marty, Ms. Darlene
Can this be email to Legal for review? I will be placing this for the next Commissioner's Court of 6/5/2012
Thanks!



Matilde (Marty) Paz
THE COUNTY OF HIDALGO, TEXAS
Purchase Order Specialist II

AI-39540

Purchasing Department 10. L.

CC CONSENT

Meeting Date: 07/17/2013

Submitted For: Cmdr. D. Munoz, Submitted By: Alfredo Garcia, PURCHASING DEPT. HIDTA

Department: PURCHASING DEPT.

Information

CAPTION

HIDTA Task Force:

Requesting authority to purchase a 12-month shredder service agreement and authority to execute required agreement for the following with Copy Graphics, Inc. (3-1252-412-00-270-012-0-432;

Requisition	Model	Serial	Location	Yearly	Effective
238337	4005 C/C	4093742	3100 S. Closner Foxtrot Bldg.	\$495.00	7/17/2013- 7/16/2014

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1252-412-00-270-012-0-432

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Available funds as of 07/12/13 (REQ# 238337).

Attachments

Requisition

Agreement

Legal's approval

Form Review

Inbox
Purchasing Department
Budget & Management
Olga Garza
Auditor's Office

Reviewed By
Marty Salazar
Obdett Calzada
Olga Garza
Monica Badillo

Date
07/11/2013 04:10 PM
07/12/2013 08:48 AM
07/12/2013 02:08 PM
07/12/2013 05:54 PM

Form Started By: Alfredo Garcia

Started On: 07/03/2013 10:23 AM

Final Approval Date: 07/12/2013

COPY GRAPHICS, INC.

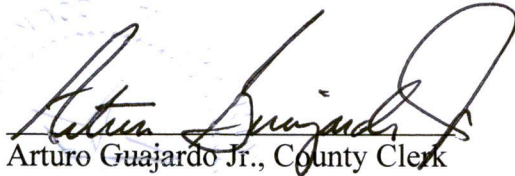
HIDALGO COUNTY HIDTA TASK FORCE

SHREDDER SERVICE AGREEMENT

Approved in CC on August 12, 2014

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539



Arturo Guajardo Jr., County Clerk



CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 12, 2014
10:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. ✓

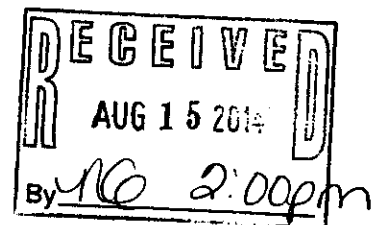
Approval of check register and payment of claims and bills - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. ✓


2014 Intradepartmental transfers:

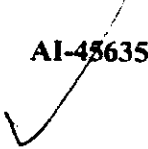
- A. AI-45934 2014 - J.P. Pct 4, Pl. 2 (1100)
B. AI-45776 2014 - WIC (1292)
C. AI-45775 2014 - WIC (1292)
D. AI-45886 2014 - Executive Office (1100)
E. AI-45844 2014 - Probate Court (1100)
F. AI-45837 2014 - HIDTA E-Sharing Treasury Funds (1252)
G. AI-45673 2014 - District Clerk (1100)
H. AI-45880 2014 - 92nd District Court (1100)

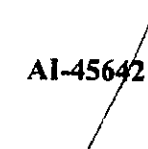
Approved

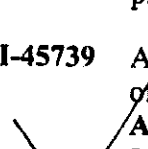


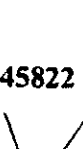
Hidalgo County).

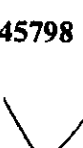
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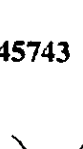
2.) Requesting authority to advertise and approval of procurement packet (i.e., specifications-requirements, legal notice, draft contract etc.) as attached hereto for **Hidalgo County WIC Program - "Lease of Office Space in the City of Alamo"-RFB No.: 2014-314-SMA**; including the authority to re-advertise project in the event that no bids are received and/or are rejected and project is still required
- 

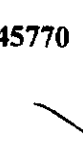
H. **AI-45635** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirments. legal notice. draft service contract etc.) as attached hereto for: **Hidalgo County Clerk's Office - "Records Management & Document Imaging Process" RFP No 2014-286-09-03-YZV.** including the re-advertisement of project in the event no bid responses are received and/or are rejected and project is still required.
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I. **AI-45642** Acceptance and approval of the sixty (60) day grace period extension as provided under Contract #C-13-038-09-03 with FCC Environmental, LLC for provision of "Used Oil, Oil Filter And Antifreeze-Hidalgo County", under same rates, terms and conditions, so as to have no lapse in services while the procurement process is completed.
- 

J. **AI-45739** Acceptance and approval of request for payment of **Invoice #5370** in the amount of **\$4,185.00** as submitted by **Guzman & Munoz Engineering amid Work Authorization No. 1** under Contract #C-11-202-08-09-PO#665966 for **Phase 3-Services rendered during Bidding and Construction of the New Constable Building Precinct One** with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.
- 

K. **AI-45822** Requesting approval of Payment Application No. 5 in the amount of \$114,438.43 to Holchemont, LTD. for the, "Hidalgo Co. Pct 2 Equipment & Maintenance Facility", through Contract# C-13-096A-12-20 ,and certified for payment by project architect. ERO Architects.
- 

L. **AI-45798** Requesting authorization to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice draft requirements) as attached hereto for: **Hidalgo County (all funding sources, programs & entities) - "CRS-2 (Cationic Rapid Setting)Emulsified Asphalt - RFB No.: 2014-315-00-00-SGS.** Including the re-adverting of project in the event no Bid responses are received and/or are rejected and project is still required.
- 

M. **AI-45743** Requesting approval to exercise the **one (1) year** extension as stated in the current Contract# C-13-116-09-24 for the purposes of **"Purchase Sand and Bedding Material"(on an as needed basis)** for **Hidalgo County Precinct No. 4.** under the same rates. terms and conditions with **UPPER VALLEY MATERIALS, L.L.C. d/b/a CAPA.** effective 09/24/14.
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N. **AI-45770** **HIDTA Task Force:**
 Requesting authority to purchase a 12-month shredder service agreement and authority to execute required agreement for the following with Copy Graphics, Inc.:



Requisition	Model	Serial	Location	Yearly	Effective
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* ✓	260755	4005 C/C Shredder	4093742	3100 S. Closner Fox Trot Bldg. Edinburg, TX	\$495.00	7/17/14 - 7/16/2015
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- O. **AI-45633** ✓ Acceptance and approval of request for Invoice Payment #20141983 as submitted by TEDSI Infrastructure Group in the amount of \$8,397.25-Work Authorization #2-PO#698569-Contract #C-08-227-02-09 for Professional Engineering Services from May 01, 2014 to June 30, 2014.
- P. **AI-45704** ✓ Seeking ratification of fully executed Authorization No. 2 (Construction Change Directive) in the amount of \$3,916.00 in connection with the "Hidalgo Co. Pct 2 Equipment Maintenance Facility" from contracted vendor, Holchemont, Ltd., and as recommended by project architect, ERO Architects.
- Q. **AI-45690** ✓ Approval of payment for Invoice #2014-117Rv2 in the amount of \$3,564.81 for professional services, submitted by ERO Architects through Contract C-13-096-07-09 for the Pct 2 Equipment & Maintenance Facility.
- R. **AI-45686** ✓ Requesting approval of payment for Invoice No. 2 in the amount of \$15,328.74 (Pct 4, 3rd Call, Engleman Estates and Rankin Subdivisions) as submitted by project engineer Dos Logistics, Inc.
- S. **AI-45682** ✓ Requesting approval of payment for Invoice No. 20141955 in the amount of \$1,251.78 (Pct 1, 3rd Call, Ash Country Subdivision) as submitted by project engineer TEDSI Infrastructure Group.
- T. **AI-45623** ✓ Hidalgo County Precinct 4 is formally requesting the removal of County Asset Tag no. 54651 from their inventory list due to theft of item.