

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize the County Clerk to purchase 6 scanners from the Records Management Fund and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 22, 2013	\$9,950

#### LINE ITEM NUMBER

101-617-10.5712\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

See attached budget amendment.

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Liz Gonzalez	COBB	N/A

#### SUMMARY

The County Clerk would like to utilize funds within her current Records Management Fund to purchase 6 scanners for deputy clerks. These additional scanners will allow the clerks to scan/record and return documents to the public during their initial visit streamlining our paperless process.

##### Budget Amendment:

Increase Computer Equipment: 101-617-10.5712\_400 \$9,950

Decrease Contract Services: 101-617-10.5448 (\$9,950)

FILED: 10 22 13

HAYS COUNTY COMMISSIONERS' COURT

Resolution # 28425 VOL V PG 265

**AMENDMENT**  
**NO.FY2014-003 CC**  
**FY2014 BUDGET**  
**10/22/2013**

Dept G/L Account Number	Account Description	Appropriation Before Amendment	Increase	Decrease	Appropriation After Amendment
<b><u>RECORDS MANAGEMENT FUND (101):</u></b>					
<b><u>Agenda Item #7:</u></b>					
<b><u>County Clerk (617):</u></b>					
101-617-10.5712_400	Computer Equipment	20,516	9,950		30,466
101-617-10.5448	Contract Services	21,000		(9,950)	11,050

\*Amend for purchase of six scanners for paperless recording.



A xerox Company

## Sales Order #

CUSTOMER NO <b>Customer #</b>	DATE <b>xx/xx/xx</b>	Platform <b>NA</b>	Cost center (Sales support)
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Please use **new** customer number from the customer list.

B Hays County Clerk	S
I	H
L 137 N. Guadalupe	I
L San Marcos, Texas 78666	P
T	T
O Address 3	O

E-mail address: \_\_\_\_\_

CUSTOMER CONTACT: Honorable Liz Gonzales PHONE: XXX-XXX-XXXX P.O. NO.: \_\_\_\_\_

SALES REP: Jack Morris SALES REP'S NO.: 313659

PRODUCT - sales support	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SALES AMOUNT
	Add and install Scanners at all cashiering stations			\$ -
	Fujitsu desktop scanner			\$ -
	Purchase of 6 scanners			\$ -
	includes installation, and maintenance for duration of			
	existing service agreement	1	14,500.000	\$ 14,500.00
				\$ -
	Use outstanding credit	1	(4,550.000)	\$ (4,550.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
8840104	Freight Included			
SPECIAL INSTRUCTIONS:			SUBTOTAL	\$ 9,950.00

TAX %  
i.e. .08 or .0725

SALES TAX \$0.00

**CUSTOMER ACCEPTANCE:** I hereby accept the terms and conditions of this Sales Order Agreement included in page 2, and authorize ACS to proceed on this matter as set forth herein.  
CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

FREIGHT F.O.B.

SALES APPROVAL \_\_\_\_\_ TOTAL \$ 9,950.00



**Terms and Conditions:**

**Payment Terms:** Customer agrees to remit payment to ACS within 30 days from issuance of invoice.

**Limited Warranty: Hardware and Commercial Software Warranties:** If third-party hardware and/or commercial software is furnished under this agreement, then ACS shall, to the maximum extent allowable by said third-party vendors, pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement. ACS shall provide only the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Rights to Third Party Software:** Rights to third party commercial off-the-shelf software provided by third-party software vendors, including "shrink wrap" and "click wrap" software, are subject to the provisions of the software licenses provided by those third-party software vendors, and Customer understands and agrees that acceptance and use of such third-party software shall be deemed an acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. In the event Client requestd ACS to install third party software that contains "shrink wrap" or "click-wrap" software Client hereby authorizes ACS to accept such "shrink wrap" or "click-wrap" software on behalf of the Client when the software is installed.

**Limitation of Liability:** IN NO EVENT SHALL ACS BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TWENTY-FIVE PERCENT (25%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL ACS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST ACS ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS. UNDER NO CIRCUMSTANCES WILL ACS BE RESPONSIBLE FOR THE LOSS OF DATA OR SOFTWARE.

**Force Majeure:** Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

**Ownership of Data:** Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data provided to ACS, whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used).

**Risk of Loss & Title:** ACS shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of ACS, its employees, agents, representatives or subcontractors. Title and risk of loss to the hardware and commercial software shall pass to the Customer upon the date products were delivered to the customer's site.

**Returns:** Customer may return hardware and commercial software products purchased from ACS within 15 days from the date products were delivered to the Customer's site.

**Termination for Breach:** If Customer materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within ten (10) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, ACS may terminate this agreement for breach. Termination by ACS shall be effective upon written notice to Customer. Customer agrees to discontinue use of all ACS-owned materials no later than the effective date of termination and return such ACS-owned materials to ACS within thirty (30) calendar days after termination.

**Entire Agreement:** The contents of this agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this agreement. The terms and conditions of this agreement shall not be changed or modified except by written agreement signed by both parties. The parties agree that in event Client provides ACS with a purchase order, or any other document, containing terms or conditions that are in addition to, or in conflict with, the terms and condtions contained in this agreement, such additional and/or conflicting terms shall be deemed null and void.

Work being performed by ACS throughout the project is earned as completed; therefore, in the event the Customer cancels this sales order without cause, the Customer shall equitably compensate ACS for all services performed through the effective date of the cancellation.

# Hays County Requisition Post Listing

Department	Requisition	Category	Vendor/Vendor Address	Description/Bill to Address
COCLK_REC County Clerk's Office, Records	2014-00000205	Standard	1042-AFFILIATED COMPUTER SERVICES	scanners

G/L Date: 10/24/2013  
 Deliver By Date:  
 Form Type: STD  
 Assigned To:

AFFILIATED COMPUTER SERVICES  
 P.O. BOX 201322  
 DALLAS, TX 75320  
 Hays County  
 712 South Stagecoach Trail  
 Ste. 1071  
 SAN MARCOS, TX 78666

Detail: Description	Vendor Part Number	Contract Number	Quantity	U/M	Amount/Unit	Total Amount
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Computer-Scanners - scanner

List Price Per Unit: 1,658.34	Confirming: No
Discount Percentage: 0%	1099 Item: No
Taxable Item: No	Freight Terms:
Create Asset: No	Associate To Asset:

Ship To: Hays County

712 South Stagecoach Trail  
 Ste. 2008  
 SAN MARCOS, TX 78666

Detail: Description	Vendor Part Number	Contract Number	Quantity	U/M	Amount/Unit	Total Amount
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Computer-Scanners - scanner

List Price Per Unit: 1,658.30	Confirming: No
Discount Percentage: 0%	1099 Item: No
Taxable Item: No	Freight Terms:
Create Asset: No	Associate To Asset:

Ship To: Hays County

712 South Stagecoach Trail  
 Ste. 2008  
 SAN MARCOS, TX 78666

Total Requisition Items: 2  
 Total Requisitions: 1  
 Requisition Amount: \$9,950.00  
 Requisition Encumbrances: \$9,950.00