



Travis County Commissioners Court Agenda Request Item 7

Meeting Date: 8/14/2012

Prepared By/Phone Number: George Monnat, Ron Dube

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

- A. PURSUANT TO SECTION 263.152 OF THE TEXAS LOCAL GOVERNMENT CODE, DECLARE ONE OPEX SCANNER # DS1225 AS SURPLUS PROPERTY AND AUTHORIZE TRADE-IN ON OPEX SCANNER # DS2000.

- B. APPROVE THE FOLLOWING MODIFICATIONS TO CONTRACT NO. 4400000273 (CM100016GM), OPEX CORPORATION, FOR DROP FEED SCANNER:
 1. MODIFICATION #2 TO THE PURCHASE AGREEMENT FOR A DS2200 DROP FEED PRODUCTION SCANNER; AND
 2. MODIFICATION #4 TO THE MAINTENANCE AGREEMENT FOR THE DS2000 DROP FEED SCANNER

➤ **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends/does not recommend approval of requested action. This procurement action meets compliance requirements as outlined by the statutes.

On September 7, 2010, the Commissioner Court authorized the purchase of an Opex Scanner model DS1225 for the Records Management Department. Due to technical problems being experienced in the current unit which have proven unresolvable, Opex has offered to exchange for newer Model DS2200 at no charge for the scanner, excepting a shipping charge. The maintenance fee will increase \$1000.00 per year. RMCR states that funds for these charges can be paid with funds from the Court Records Preservation Account,

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

which is legislatively mandated for digitization of court records like those being scanned at the Imaging Lab. The maintenance services and charge for the DS2200 will commence upon installation and the maintenance services and charge for the DS1225 will stop upon deinstallation and credit will be issued by Opex to Travis County for the remaining balance of the 12 months coverage (which ends in January 2013).

➤ **Contract-Related Information:**

Award Amount: \$113,028.00
Contract Type: Purchase / Maintenance Agreements
Contract Period: September 22, 2009 to December 31, 2012
with annual renewal

➤ **Contract Modification Information:**

Modification Amount: \$1000.00
Modification Type: Change in covered equipment
Modification Period:

➤ **Funding Information:**

- Purchase Requisition in SAP: 1000001156 (Freight)
- Funding Account(s):
- Comments:

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TRAVIS COUNTY

Records Management and Communication Resources

700 Lavaca Street, Suite 330 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-9560

**TO: GEORGE MONNAT, PURCHASING AGENT ASSISTANT IV
PURCHASING DEPARTMENT**

**FROM: *Sik* STEVEN BROBERG, DIRECTOR
RMCR DEPARTMENT**

RE: OPEX SCANNERS CONTRACT AMENDMENTS

George, in December of 2010, RMCR took delivery of an Opex document scanner, Model 1225. It was soon discovered that certain technical problems with the machine were slowing scanning operations. Opex sent several technicians over the following months to try to repair the problems. Many issues were resolved, but others remain.

Opex has offered to swap out the troublesome Model 1225 and replace it at no cost with the newer Model 2200. RMCR recommends this solution to the technical problems with the Model 1225.

There will be no charge for the new scanner itself. The only expenses will be service and licensing fees of less than \$5,300 (a portion of which will be pro-rated, based on when the scanners are actually exchanged) and the freight cost to ship the replacement machine, \$315. These costs can be paid with funds from the Court Records Preservation Account (SAP Fund 0141), which is legislatively mandated for digitization of court records like those being scanned at the Imaging Lab. There will be no General Fund impact.

Please modify the County's agreements with Opex to remove the Model 1225 from service and add the Model 2200. If you have any questions, please call Shawn Malone at ext. 47627. Thank you.

**cc: Cathy Dawkins
Tom Ashburn
Shawn Malone**

**Amendment No. 2 to the Purchase Agreement entered into
between OPEX Corporation ("OPEX") and Travis County ("County")**

This Amendment No. 1 to the Purchase Agreement entered into by and between **OPEX Corporation** ("OPEX") and **Travis County** ("County") shall become effective upon the execution of this document by authorized representatives of both parties.

Statement of Purpose

The parties initially entered into a Purchase Agreement, Contract No. CM100016GM, which became effective on September 24, 2009 ("Agreement"). The parties now wish to amend the Agreement and Amendment No. 2 to reflect the purchase of additional OPEX equipment as provided herein.

Amended Agreement

NOW, THEREFORE, in consideration of the foregoing Statement of Purpose, the mutual agreements set forth in the Agreement and herein, and other good and valuable consideration, the parties agree to amend the Agreement as set forth below. All other terms and conditions shall remain in full force and effect.

A.) The first sentence of Section 1, titled "Contract," shall be modified as follows:

This Agreement will become binding on each party only when each party has signed this Agreement and Attachment "A, A-1 and A-2."

B.) The first sentence of Section 2.1, titled "Equipment," shall be modified as follows:

Payment for the Products (see Attachment "A-2") shall be made as provided in Section 7 of the General Provisions attached hereto. Refunds shall be paid in accordance to Section 5 below.

C.) Section 5.1, titled "Product Acceptance Test":

This Section 5.1 is not applicable to this Amendment No. 2.

D.) Section 6.1, Equipment Warranty, shall be modified by adding the following terms and conditions:

For the DS2200 only: It is understood and agreed by County that County shall take possession of the **DS2200 Product** on an "As is, Where Is" basis. OPEX warrants that OPEX is the lawful owner of the Product, and that the Product is free from all encumbrances and liens, and that it has full and complete right to sell the Product to County. THE FOREGOING EXPRESS WARRANTIES ARE EXCLUSIVE AND MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OPEX SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF THIS LETTER, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PROPERTY, PERSONS, OR OTHERWISE, TO THE FURTHEST EXTENT PERMITTED BY LAW, ARISING OUT OF OR IN CONNECTION WITH AGREEMENT.

E.) Please delete Section 9.3 in its entirety and replaced with the following:

9.3 Additional Attachments. The following attachments are incorporated into this Agreement:

Attachment A:	Product Pricing
Attachment A-1:	Product Pricing
Attachment A-2:	Product Pricing
Attachment B:	Product Acceptance Test
Attachment B-1:	Product Acceptance Test
Attachment B-2:	Intentionally Omitted From this Amendment No. 2
Attachment C:	General Provisions
Attachment D:	Product Specifications
Attachment D-1:	Product Specifications
Attachment D-2:	Product Specifications
Attachment E:	Ethics Affidavit

F.) The following Attachment A - 2 (Attachment "A -2") shall be added to the Agreement.

Attachment A – 2: Product Pricing

Product Description	Quantity	Price (Each)	Extended Price
<u>DS2200</u>			
Base Machine	1	\$28,995.00	\$ 0.00
Reference ID	1	1,020.00	0.00
Shipping Cost	1	315.00	315.00
Trade-in of DS1225, s/n DS05078	1	0.00	0.00

Total Purchase Price For One DS2200, Pretax: **\$315.00**

Additionally Pricing Information

1. The purchase price for one (1) DS2200 includes the programming of three (3) jobs. OPEX can program additional jobs for the DS2200 at a cost of \$200.00, per job, per machine.
2. There are applicable annual license fees for the DS2200. Based on the above configuration, the DS2200 has the following annual license fees: Certain Scan. OPEX's DS2200 annual service fee, per machine includes the base machine license fee. Any additional license fees are normally itemized on the annual maintenance invoice. If the County chooses not to purchase a DS2200 annual on-call maintenance plan, then the license fees are billed separately.
3. OPEX shall perform the following services at no additional cost: removal of the workstation (table) from the County's existing DS1225, s/n DS05078 and install the worktable (table) onto the DS2200 as described in this Amendment No. 2. Additionally, immediately upon the delivery of the DS2200, OPEX shall deinstall, disassemble and remove the DS1225 from the County's facility.
4. Following the completion of the installation and training of the DS2200, the County has the option to use the following software features for a trial period of thirty (30) calendar days, at no additional cost to the County: VRS Technology and the 1-D Barcode. At the conclusion of the thirty (30) calendar day trial period and if the County would like to purchase the VRS Technology and/or 1-D Barcode software features, then the purchase price for these software features shall be based on OPEX's then current purchase and license rates.

For all Products, freight is not included; F.O.B. Destination. All applicable taxes are additional. The prices listed on this Amendment No. 2 are valid if this Amendment No. 2 is signed and returned to OPEX on or before **August 1, 2012**. Delivery of the Product listed above will be determined upon receipt of order.

G.) Attachment B - 2 (Attachment "B -2")

This Attachment B-2 is intentionally omitted from Amendment No. 2.

H.) The following Attachment D - 2 (Attachment "D -2") shall be added to the Agreement.

Attachment D -2 – Product Specifications

1.0 TECHNICAL SPECIFICATIONS

1.1 SCOPE OF WORK

- 1.1.1 Deliver, and install the Product, consisting of one (1) Opex® DS2200™ scanning system, as specified under Attachment A-2.
- 1.1.2 Perform operator training, as specified (see below, Section 3.0 Training).
- 1.1.3 Program initial three scanning job workflows in conjunction with County operator(s).
- 1.1.4 Maintain and service the scanning system, as specified (see below, Section 4.0 On-Call Service).

1.2 EQUIPMENT FUNCTIONALITY – System must:

- 1.2.1 Accept various sizes and thicknesses of paper dropped by the operator into a auto feed, continuous drop fee or packet feed conveyer (to include paper sizes from width (2.0" – 12.25"), length (3.5" – 18.25") and up to 1/16" thick.
- 1.2.2 Scan envelopes with one, or two sides opened (within the paper range as specified under Section 1.2.1 above). Envelope construction must not be compromised.
- 1.2.3 Include CertainScan Capture Application which provide:
 - OPEX Standard Barcode Package (standard edition);
 - OPEX OCR Font Set (standard edition);
 - Electronic Audit Trail Functionality;
 - Mark Detect Software; and
 - audit trail records
- 1.2.4 Scan from 100 to 300 dpi at speed of 110ppm /220 ipm. (Throughout speeds based upon the specific application processing requirements and job set-up.)
- 1.2.5 Sort scanned paper output into two (2) output bins.

- 1.2.6 Include AntiJam technology which provides ultrasonic multi-feed detection that will alert the operator if a double feed, overlap and/or jams are detected.
- 1.2.7 Include OpAssist Input Sensor which allows for the efficient processing of envelopes by temporarily disengaging multi-feed detection without disrupting normal operation.

2.0 TESTING

This Section 2 of Attachment D-2 is not applicable to this Amendment No. 2.

3.0 TRAINING

3.1 OPERATOR -

3.1.1. Functional

The training shall commence for a maximum period of three (3) business days following installation of the DS2200. The County shall determine the number of individuals that need to attend the training session and shall provide sample mail to use for training purposes.

3.1.2. Safety

The training shall commence for a maximum period of three (3) business days following installation of the DS2200. The County shall determine the number of individuals that need to attend the training session and shall provide sample mail to use for training purposes.

3.2 ROUTINE CLEANING / MINOR ADJUSTMENTS -- Training of operators in order to assure continued performance of the system and to comply with warranty and maintenance program requirements.

3.3 "TRIAGE" REPAIRS – Training for minor fix/repair actions, in compliance with Vendor's Published Specifications and in accordance to the training manual.

4.0 ON-CALL SERVICE – In accordance with separately executed OPEX Master Maintenance Agreement.

The Agreement will be deemed to be amended to the extent herein provided, and except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. This Amendment No. 2 supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment No. 2. Both parties agree that this Amendment No. 2 will constitute an integral, nonseverable part of the Agreement, and be governed by its provisions, except that if the Agreement and this Amendment No. 2 have specific provisions that are inconsistent, the specific provisions in this Amendment No. 2 will govern. In the event there are any conflicts between the Agreement, and Amendment No.2, the terms and conditions of the documents shall control according to the following hierarchy: (i) Amendment No. 2; and (ii) the Agreement.

The terms and conditions of the Agreement, except as duly modified by this Amendment No. 2, shall remain in full force and effect.

OPEX Corporation ("OPEX")

Travis County ("County")

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Amendment No. 4 to the Site Services Agreement entered into
between OPEX Corporation ("Vendor") and Travis County ("Customer")**

This Amendment No. 4 to the Maintenance Agreement entered into by and between OPEX Corporation ("Vendor") and Travis County ("Customer") shall become effective upon the execution of this document by authorized representatives of both parties.

Statement of Purpose

The parties initially entered into a Master Maintenance Agreement ("Agreement"), with an execution date of September 22, 2009. The parties now wish to amend the Agreement and Amendment No. 2 to reflect the addition of another machine to the Agreement and for Vendor to provide Maintenance Service as set forth in the Agreement.

Amended Agreement

NOW, THEREFORE, in consideration of the foregoing Statement of Purpose, the mutual agreements set forth in the Agreement and herein, and other good and valuable consideration, the parties agree to amend the Agreement as set forth below. All other terms and conditions shall remain in full force and effect.

A.) Paragraph 3 shall be amended by deleting the service chart and replacing it with the following:

Machine Type	AS3690	DS2200
Demand	Unltd	Unltd
Preventive Maintenance	6 (per 12-month period)	4 (per 12-month period)

B.) All references to the Model 51 are hereby deleted from the Agreement including the Exhibits A and B.

C.) Exhibit A shall be amended to add the following machine information:

- 3) (c) Machine Description: DS2200
Serial Number(s): To Be Determined

D.) Exhibit B shall be amended to add the following pricing information:

Product Description	QTY	Price Each	Extended Price (pre-tax)
DS2200 (Billing Period - Upon Delivery and continue for 12 months)			
DS2200 Base Machine*	1	\$5,300.00	\$5,300.00

*Includes the base machine license fee and the current 2012 rate is \$1,275.00, per unit. Upon removal of the DS1225, s/n DS05078 from Customer's Site, OPEX shall apply the maintenance credit from the prepaid maintenance fees for the DS1225p to the maintenance fees for the DS2200 as stated in this Amendment No. 4. The maintenance credit for the DS1225 shall be calculated from the date of removal from Customer's Site through the end of the current maintenance billing period.

By signing below, the Parties agree to be bound by the modified terms of this Amendment No. 4 to Agreement that was executed on September 22, 2009, with all other terms and conditions remaining in full force and effect.

OPEX Corporation ("Vendor")

Travis County ("Customer")

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**MODIFICATION OF CONTRACT NUMBER: 4400000273 (CM100016GM) OPEX Equipment
(Records Management and Communications Resources)**

PAGE 1 OF 6 PAGES

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST, STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: TEL NO: (512) 854-9700 FAX NO: (512) 854-985	DATE PREPARED: July 30, 2012
ISSUED TO: OPEX Corporation 305 Commerce Drive Moorestown NJ 08057	MODIFICATION NO.: 0002	EXECUTED DATE OF ORIGINAL CONTRACT: September 22, 2009
ORIGINAL CONTRACT TERM DATES: <u>September 22, 2009 – December 31, 2010</u>		CURRENT CONTRACT TERM DATES: <u>September 22, 2009 to December 31, 2012</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 68,838.00 Current Modified Amount \$ 13,028.00

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Amend the Purchase Agreement to add a DS2200 Drop Feed Scanner and Reference ID software at no charge with trade-in of existing DS1225 Drop Feed Scanner and Reference ID software, plus the cost for freight at \$315.00.

Note to Vendor:

- [] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- [] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: _____ SIGNATURE	
BY: _____ PRINT NAME	DATE: _____
TITLE: _____ ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

**MODIFICATION OF CONTRACT NUMBER: 4400000273 (CM100016GM) OPEX Equipment
(Records Management and Communications
Resources)**

PAGE 1 OF 3 PAGES

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST, STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: TEL NO: (512) 854-9700 FAX NO: (512) 854-9885	DATE PREPARED: July 30, 2012
ISSUED TO: OPEX Corporation 305 Commerce Drive Moorestown NJ 08057	MODIFICATION NO.: 0004	EXECUTED DATE OF ORIGINAL CONTRACT: September 22, 2009
ORIGINAL CONTRACT TERM DATES: <u>September 22, 2009 – December 31, 2010</u>		CURRENT CONTRACT TERM DATES: <u>September 22, 2009 to December 31, 2012</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 68,838.00 Current Modified Amount \$ 13,028.00

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Amend the Maintenance Agreement to add a DS2200 Drop Feed Scanner at \$5,300.00 per 12-month period with trade-in of existing DS1225 Drop Feed Scanner.

Note to Vendor:

- [] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- [] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: _____ SIGNATURE	
BY: _____ PRINT NAME	DATE: _____
TITLE: _____ ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	