

**Requisition  
BUDGET OFFICER**

Req # 00134677

PO #

Date: 06/19/08

*Consent  
DIR  
7/15/08  
#10047*

Bill To: x  
x

Vendor: 178136  
DELL MARKETING L.P.  
ONE DELL WAY  
RR1 MAILSTOP 8035  
ROUND ROCK TX 78682  
FAX (800)433-9527

Ship To: BUDGET OFFICER  
100 E. CANO, 1ST FL  
EDINBURG TX 78539

Contact: ANGELA GARCIA  
956-292-7025

Contract No: DIR-SDD-192

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER D/DOCK, DOCKING STATION, DELL MOBILE PRECISION WORKSTATION CUSTOMER KIT (SERGIO CRUZ) Account No _____ 8-1100-415-14-115-001-0-665  REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	245.00  Encumbrance 245.00  Freight Total	245.00        245.00

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

# DELL

*Q.H.M.  
Marty*

## QUOTATION

QUOTE #: 435501079  
Customer #: 8937178  
Contract #: 9913578

*Req # 134677*

Customer Agreement #: DIR-SDD-192

Quote Date: 6/18/08

Customer Name: COUNTY OF HIDALGO

Date: 6/18/08 2:21:15 PM

TOTAL QUOTE AMOUNT:	\$245.00		
Product Subtotal:	\$245.00		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
D/Dock, Docking Station, Dell Mobile Precision Workstation Customer Kit (310-8112)	1	\$245.00	\$245.00
Number of S & A Items: 1		S&A Total Amount: \$245.00	

SALES REP:	MARK CRIPPEN	PHONE:	1888-977-3355
Email Address:	Mark_Crippen@Dell.com	Phone Ext:	726-4957

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at [www.dell.com/qto](http://www.dell.com/qto)

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

**\*\*Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8178, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).\*\***

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

CD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at [US\\_Dell\\_ARS\\_Request@dell.com](mailto:US_Dell_ARS_Request@dell.com). Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee)

# Requisition

Req # 00135020

PO #

Date: 06/25/08

Bill To: x  
x

Ship To: HEALTH DEPARTMENT  
1304 S. 25TH  
EDINBURG TX 78539

Contact: Josie Escalant  
956-383-6221

Vendor: 327913  
CALENCE LLC  
2712 N. MCCOLL  
MCALLEN TX 78501  
FAX (408)547-0327

*Consent  
#10047  
7/15/08  
DIR*

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	Router to connect the Pharr Clinic to Central Office CISC)1841-SEC/K9 1841 Security Bundle Adv. Security, +64F L/256DR	1,397.20	1,397.20
1	EACH	CAB-AC Power Cord 110V	.00	.00
1	EACH	WIC-1DSU-T1=V2 updated 1 port T-1 Fractional T-1 DSU/CSU WAN Interface Card	560.00	560.00
1	EACH	S184ASK9-12403 Cisco 1841IOS Advanced Security	.00	.00
1	EACH	MEM1800-64CF 64MB Cisco 1800 Compact Flash Memory	.00	.00
1	EACH	MEM1841-128U256D 128 to 256MB SODIMM DRAM factory upgrade for the Cisco 1841	.00	.00
1	EACH	ROUTER-SDM-CD CD For SDM Software	.00	.00
1	EACH	CON-SNT-C1841SEC Smartnet 8X5NBD 1841 Security Bundle	96.80	96.80
		Account No	<u>Encumbrance</u>	
		8-1293-441-00-340-005-0-745	2,054.00	
			Freight	.00
			Total	2,054.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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

# CALENCE®

1560 West Fountainhead Parkway  
2nd Floor  
Tempe, AZ 85282

Account Manager Berger, Diana  
diana.berger@calence.com  
Phone (956) 661-5561  
Client Advocate Fain, Timothy  
timothy.fain@calence.com  
Phone (512) 691-2026  
Fax (512) 691-9480



Texas Department of Information Resources  
**Quotation**

*Reg # 135020*

Quote Number ..... Q-070549-1  
Date ..... 6/10/2008  
Shipping Terms..... FOB - O  
Payment Terms ..... Net 30 days  
Quote Valid Thru..... 7/10/2008

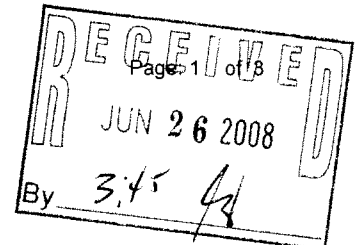
DIR Agreement #.... DIR-SDD-236  
County of Hidalgo  
Information Technology Department  
100 N. Clossner, 1st Floor  
Edinburg, TX 78539

Part Number	Description	Qty	List price	Disc.	Trade in	Unit price	Ext Price
CISCO1841-SEC/K9	1841 Security Bundle, Adv. Security, 64F L/256DR	1	\$ 2,495.00	44.00 \$		\$ 1,397.20	\$ 1,397.20
CAB-AC	Power Cord, 110V	1	\$ 0.00	44.00 \$		\$	\$ 0.00
WIC-1DSU-T1-V2	Updated 1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1	\$ 1,000.00	44.00 \$		\$ 560.00	\$ 560.00
S184ASK9-12403	Cisco 1841 IOS ADVANCED SECURITY	1	\$ 0.00	44.00 \$		\$	\$ 0.00
MEM1800-64CF	64MB Cisco 1800 Compact Flash Memory	1	\$ 0.00	44.00 \$		\$	\$ 0.00
MEM1841-128U256D	128 to 256MB SODIMM DRAM factory upgrade for the Cisco 1841	1	\$ 0.00	44.00 \$		\$	\$ 0.00
ROUTER-SDM-CD	CD FOR SDM SOFTWARE	1	\$ 0.00	44.00 \$		\$	\$ 0.00
CON-SNT-C1841SEC	SMARTNET 8X5XNBD 1841 Security Bundle	1	\$ 121.00	20.00 \$		\$ 96.80	\$ 96.80

*Reg # 135020*

Quote Number: Q-070549-1

Proprietary and confidential. For use only by addressee.





1560 West Fountainhead Parkway  
2nd Floor  
Tempe, AZ 85282

Account Manager Berger, Diana  
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Fax (512) 691-9480



Texas Department of Information Resources  
**Quotation**

Quote Number .....: Q-070549-1  
Date .....: 6/10/2008  
Shipping Terms.....: FOB - O  
Payment Terms .....: Net 30 days  
Quote Valid Thru.....: 7/10/2008

DIR Agreement #.....: DIR-SDD-236  
County of Hidalgo  
Information Technology Department  
100 N. Clossner, 1st Floor  
Edinburg, TX 78539

Part Number	Description	Qty	List price	Disc.	Trade in	Unit price	Ext Price
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\* Please contact your Account Manager for financing options.

**PLEASE NOTE: THE TERMS AND CONDITIONS ON THE LAST PAGE ARE ALSO A PART HERE-OF, INCLUDING SELLER'S LIMITED WARRANTY AND LIMITATIONS LIABILITIES.**

<b>Total Hardware</b>	\$	<b>1,957.20</b>
<b>Total Maintenance</b>	\$	<b>96.80</b>
<b>Estimated Tax</b>	\$	<b>0.00</b>
<b>Estimated Freight</b>	\$	<b>0.00</b>
<b>Quote Total</b>	\$	<b>2,054.00</b>

## STANDARD TERMS AND CONDITIONS

These terms and conditions govern the purchase of products and other goods ("Products"), related maintenance and support services ("Maintenance"), and any other services ("Services") by any individual or entity ("Buyer") from Calence, LLC ("Calence") unless a written, duly executed, and effective agreement exists between Buyer and Calence with respect to the purchase of Products, Maintenance, or Services (collectively, "Items"). **IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND THE TERMS AND CONDITIONS OF SUCH AN AGREEMENT, THE TERMS AND CONDITIONS OF THE AGREEMENT SHALL CONTROL.**

1. **ORDERS.** Orders shall be initiated by Buyer issuing Buyer's standard purchase order form or other form approved by Calence, or otherwise placing an order by electronic means acceptable to Calence (each, an "Order"). Buyer shall be deemed to have accepted these terms and conditions upon initiation of the Order. The Order shall be deemed to incorporate these terms and conditions, which supersede any conflicting, contrary, or additional terms and conditions in the Order. All Orders are subject to credit approval and to acceptance by Calence, which may be evidenced by either a written confirmation of acceptance sent by mail, facsimile, or other electronic means; by shipping the Product; or by commencement of the Maintenance or Services. No Orders may be cancelled or rescheduled without Calence's consent, which may be given in Calence's sole discretion. If Calence consents to the cancellation or reschedule of an Order, then such cancellation or reschedule shall be subject to a charge of 15% of the total amount due for the affected Items. Calence reserves the right to allocate sales of Items among its customers in its sole discretion.

2. **PRICES.** Prices shall be as specified by Calence and shall be applicable for the period specified in Calence's quote. If no period is specified, prices shall be applicable for 30 days. Notwithstanding the foregoing, prices shall be subject to increase in the event of an increase in Calence's costs or other circumstances beyond Calence's reasonable control. Prices are exclusive of taxes, impositions and other charges, all of which shall be paid by Buyer in addition to the price of the Items.

3. **TERMS OF PAYMENT.** Amounts due for each Product may be invoiced by Calence upon delivery of the Product to the carrier at the point of origin, as such, an Order for multiple Products may result in multiple invoices. Amounts due for Maintenance and Services may be invoiced upon Calence's acceptance of the applicable Order, or Calence's receipt of the corresponding invoice from the third party provider of such Maintenance or Services. Payment shall be net 30 days from date of invoice or as otherwise specified by Calence. Buyer agrees to pay the entire net amount of each invoice from Calence pursuant to the terms of each such invoice without offset or deduction. Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one 1.5% per month or such lower rate as may be the maximum allowable by law. If Calence believes in good faith that Buyer's ability to make payments may be impaired, or if Buyer shall fail to pay any invoice when due, Calence may suspend or cancel delivery/performance of any Order or any remaining balance thereof. If an invoice is not paid when due, Calence also may pursue any legal or equitable remedies, and recover all collection costs and reasonable attorneys fees.

4. **LEASING OPTION.** Calence may from time to time, in its sole discretion, provide Buyer with the option of leasing Items through a third party instead of directly purchasing such Items from Calence. Buyer must provide Calence with notice and the identity of the lessor before Calence accepts the applicable Order. The exercise of this option is subject to acceptance by Calence on terms and conditions established by Calence in its sole discretion. Buyer shall be solely responsible for the lease transaction, and shall remain liable for all of its payment obligations and other obligations hereunder.

5. **SECURITY INTEREST.** Buyer hereby grants to Calence a security interest in all Products purchased hereunder, together with any proceeds thereof. Buyer hereby irrevocably appoints Calence and/or its designee as its attorney-in-fact to execute and file any financing statements or other documents that are necessary to perfect Calence's security interest. As to each Product, Calence's security interest shall terminate when Calence has received all amounts due to Calence for that Product.

6. **DELIVERY AND TITLE.** All shipments by Calence are F.O.B. point of origin and all transportation charges shall be paid by Buyer in addition to the price of the Products. Subject to Calence's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to Buyer and title and risk of loss shall thereupon pass to Buyer. Selection of the carrier and delivery route shall be made by Calence unless specified by Buyer. Calence shall use reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery dates. Buyer acknowledges that delivery dates provided by Calence are estimates only and that Calence is not liable for failure to deliver on such dates. Calence reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Buyer to cancel other installments.

7. **ACCEPTANCE AND RETURNS.** All sales are final, except only with respect to Products that do not meet applicable manufacturer's specifications or that are not identified in the Order. Inspection and acceptance shall be Buyer's responsibility. Buyer is deemed to have accepted the Products unless written notice of rejection is received by Calence within 10 days after delivery of the Products. Buyer waives any right to revoke acceptance thereafter. Buyer must report any discrepancy in shipment quantity or damage and request a Return Material Authorization ("RMA") within 10 days after delivery. No return of Products shall be accepted by Calence without an RMA and an associated number, which may be issued by Calence in its sole discretion. Returned Products must be in their original, unaltered, undamaged condition, and must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to Buyer, freight collect.

8. **FORCE MAJEURE.** Calence shall not be liable for failure to fulfill its obligations herein or for delays in delivery or performance due to causes beyond its reasonable control. Calence's time for performance of any such obligation shall be extended for the time period of such delay, or Calence may, at its option, cancel any Order or remaining part thereof, without liability, upon notice to Buyer.

9. **ASSIGNMENT AND DISCLAIMER OF WARRANTIES.** ALL ITEMS ARE PROVIDED BY CALENCE "AS IS." CALENCE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ITEMS. IN PARTICULAR, CALENCE MAKES NO WARRANTY RESPECTING MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, TITLE, OR NON-INFRINGEMENT. Calence hereby transfers to Buyer, to the extent transferable, whatever transferable warranties and indemnities Calence receives from the manufacturer or provider of the Item, including those respecting patent infringement.

10. **LIMITATION OF LIABILITIES.** BUYER SHALL NOT BE ENTITLED TO, AND CALENCE SHALL NOT BE LIABLE FOR, ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERY FROM CALENCE FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR THE AMOUNTS PAID BY BUYER FOR THE MAINTENANCE OR SERVICES GIVING RISE TO THE CLAIM THAT WERE PROVIDED DURING THE 6 MONTHS PRECEDING THE CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. CALENCE SHALL NOT BE LIABLE FOR, AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD CALENCE HARMLESS FROM, ANY CLAIMS BASED ON CALENCE'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN CALENCE, OR USE IN COMBINATION WITH OTHER PRODUCTS.

11. **USE OF PRODUCTS IN CERTAIN APPLICATIONS.** Products sold by Calence are not designed, intended, or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (i) Buyer acknowledges that such use or sale is at Buyer's sole risk; (ii) Buyer agrees that Calence and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (iii) Buyer agrees to indemnify, defend and hold Calence and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

12. **EXPORT CONTROL.** The sale, resale or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations and orders of the United States, and may be subject to the export and/or import control laws and regulations of other countries. Buyer agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Buyer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

13. **INTELLECTUAL PROPERTY.** Software or other intellectual property included in an Order is provided by Calence to Buyer subject to the applicable copyright and user license, the terms and conditions of which may be set forth in a license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

14. **CONFIDENTIALITY.** Buyer agrees to hold information designated in writing as confidential or proprietary by Calence in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Buyer's obligations hereunder, and to advise Buyer's employees, agents, contractors, and representatives of their obligations to keep such information confidential. Buyer shall take reasonable precautions to protect the confidentiality of such information, at least as stringent as Buyer takes to protect its own confidential information. Nothing herein transfers to Buyer any title to or ownership rights in any such information; and, upon written request of Calence, Buyer shall promptly return or delete any such information which it has in its possession.

15. **GENERAL.** These terms and conditions may only be waived or modified by a written agreement signed by duly authorized representatives of Buyer and Calence. No rights, duties, agreements or obligations hereunder may be assigned or transferred by Buyer without the prior written consent of Calence. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. In the event any provision hereof is held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions will remain in full force and effect. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law principles. No Federal Acquisition Regulations shall be construed to apply to Calence without Calence's written agreement thereto. The United Nations Convention for the International Sale of Goods shall not apply.