

AI-10032
2008 Pct# 1 R&B 1201
CC CONSENT

2.A.

Date: 07/11/2008
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Area: Intradepartmental Transfers:

Information

CAPTION
2008 - Pct. #1 R&B (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1201-431-00-121-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
890 --> 433 \$ 2,000.00; Available account balance as of 07-07-08 \$ 14,086.78

Attachments

Link: [revised transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/03/2008 09:01 AM	APRV
2	Veronica Ortiz		07/03/2008 09:01 AM	NEW
3	Auditor's Office		07/03/2008 09:01 AM	
4	Court Administrator		07/03/2008 09:01 AM	
7	Veronica Ortiz	Veronica Ortiz	07/07/2008 10:31 AM	APRV
8	Auditor's Office		07/08/2008 10:01 AM	NEW

Form Started By: Robert Elizondo
Started On: 07/02/2008 04:35 PM

Final Approval Date: 07/08/2008

AI-10059
line item transfer
CC CONSENT

2.B.

Date: 07/11/2008
Submitted By: Alma Ybarra, GEN. GOVT. BLDGS.
Submitted For: Alma Ybarra
Department: GEN. GOVT. BLDGS.
Agenda Area: Intradepartmental Transfers:

Information

CAPTION
2008 - B & G (1336)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1336-412-00-220-010-0-431
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
431 -->452 \$366,470.00; Available balance as of 07/07/2008 - \$371,967.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/07/2008 10:37 AM	APRV
2	Veronica Ortiz		07/07/2008 10:37 AM	
3	Veronica Ortiz		07/07/2008 10:37 AM	
4	Veronica Ortiz		07/07/2008 10:37 AM	
5	Veronica Ortiz		07/07/2008 10:37 AM	
6	Auditor's Office		07/07/2008 10:37 AM	
7	Court Administrator		07/07/2008 10:37 AM	

Form Started By: Alma Ybarra Started On: 07/07/2008 10:26 AM
Final Approval Date: 07/07/2008

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: July 7, 2008

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: BUILDINGS & GROUNDS

ACCOUNT NUMBER: 8-1336-412-00-220-010-0-XXX

CONTACT PERSON: DANIEL FLORES **PHONE:** 956-289-7850

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	
431	BUILDING REPAIRS	452	BUILDING RENOVATIONS	371,967.00
TOTAL				\$371,967.00

REASON: P.O. FOR THYSSENKNRUP ELEVATORS PROPOSAL OF MODERNIZATION ON TWO ELEVATORS AT COURTHOUSE WAS MADE UNDER OBJECT CODE 431, AS PER AUDITORS REQUEST OBJECT CODE SHOULD BE 452. (P.O.598158)

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-10055
Intra Dept Transfer
CC CONSENT

2.C.

Date: 07/11/2008
Submitted By: Stephanie Palacios, DISTRICT CLERK
Department: DISTRICT CLERK
Agenda Area: Intradepartmental Transfers:

Information

CAPTION
2008 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1100-412-00-090-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

611 --> 605 \$872.00; Amount available for req #133247 \$872.00 for Uniform Center; requisition needs to be reclassified by Auditor's office to object code 605, transfer pending reclassification of requisition.

Attachments

Link: [Intra Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/07/2008 08:57 AM	APRV
2	Ivan Cantu	Ivan Cantu	07/07/2008 10:46 AM	APRV
3	Auditor's Office		07/08/2008 10:01 AM	NEW

Form Started By: Stephanie Palacios
Started On: 07/03/2008 05:20 PM
Final Approval Date: 07/08/2008

AI-10076

2.D.

transfer of funds - \$ 3000.00

CC CONSENT

Date: 07/11/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Intradepartmental Transfers:

Information

CAPTION

2008 - DBM - Budget Division (1100)

BACKGROUND

Fiscal Impact

Attachments

Link: [revised](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/08/2008 07:45 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/08/2008 09:19 AM	APRV
3	Auditor's Office		07/08/2008 10:01 AM	NEW

Form Started By: Monica Badillo

Started On: 07/07/2008 04:25 PM

Final Approval Date: 07/08/2008

AI-10086
LIT County Wide Administration
CC CONSENT

2.E.

Date: 07/11/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Intradepartmental Transfers:

Information

CAPTION
2008 - County Wide Administration (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1100-415-00-115-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
441 --> 899 \$ 58,160.00; Available account balance as of 07-08-08 \$ 92,021.00

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/08/2008 08:56 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/08/2008 09:15 AM	APRV
3	Auditor's Office		07/08/2008 10:01 AM	NEW

Form Started By: Sergio Cruz
Started On: 07/08/2008 08:52 AM
Final Approval Date: 07/08/2008

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: July 11, 2008

2008

DEPARTMENT HEAD: Valde Guerra

Transfer

DEPARTMENT NAME: Department of Budget & Management

NAME: County Wide Administration

ACCOUNT NUMBER: 8-1100-415-00-115-002-0-

SUBJECT: Intradepartmental transfer(s)



Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
441	LAND & BUILDING RENTALS	899	CONTINGENCY	\$ 58,160.00
TOTAL				\$ 58,160.00

REASON: To fund transfer to 430th D.C. for Building Rental.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-10064

4.A.

Certification of Workers' Compensation Claims paid by Tristar Risk Management

CC CONSENT

Date: 07/11/2008

Submitted By: Flora Vazquez, WORKERS' COMPENSATION

Department: WORKERS' COMPENSATION

Agenda Area: Budget and Management

Information

CAPTION

Fund 2202- Workers' Compensation Self Funded:

Requesting approval of reimbursement of the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of \$50,995.78 for the period of 06/16-30/2008 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: [Invoice](#)

Link: [Breakdown by Organization](#)

Link: [Certification](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/07/2008 11:36 AM	APRV
2	Rey Salazar		07/08/2008 10:01 AM	NEW

Form Started By: Flora Vazquez
Started On: 07/07/2008 11:27 AM

Final Approval Date: 07/08/2008

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

June 30, 2008

Hidalgo County Workers Compensation Fund
100 E. Cano, 2nd Fl.
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 17482

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 50,995.78
6/16/08 to 6/30/08 (Check# 321182-321410) are in accordance with our contract with
Hidalgo County Exhibit A, dated July 1st.

TOTAL CURRENT CHARGES \$ 50,995.78

Previous Balance Due \$ 97,501.57

Payments and Credits

06/24/08 Payment received - thank you 47,554.76CR

Total Payments and Credits \$ 47,554.76CR

Total Balance Due \$100,942.59

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1048

Custom Payment Total

By Organization
06/16-30/2008

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount	
Alternate Organization 1 : Hidalgo County											
Alternate Organization 1 Total:										467	41,998.51
Alternate Organization 1 : Headstart											
Alternate Organization 1 Total:										122	8,997.27
Grand Total:										589	50,995.78

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HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
 CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
 FOR THE PERIOD OF: June 16-30, 2008.

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$ 50,995.7881.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 321182 thru 321410) on behalf of injured employees from 06/16/2008 to 06/30/2008 :

- | | | |
|-----|-------------------------------------|---------------------|
| 1). | Hidalgo County | \$ <u>41,998.51</u> |
| 2). | Hidalgo County Headstart Program | \$ <u>8,997.27</u> |
| 3). | Community Service Agency | \$ <u>00.00</u> |
| 4). | Hidalgo County Urban County Program | \$ <u>00.00</u> |
| 5). | Drainage District #1 | \$ <u>00.00</u> |

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT \$ 50,995.78
 Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of July 17, 2008.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
 \$ < 200,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Mellon Bank in California. (estimate) \$ 149,004.22

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register to ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Mellon Bank in California) no later than the 10th day of the following month.

 Employee Benefits Manager _____
Date

 Dept. of Budget & Management Chief Administrator _____
Date

 Commissioner's Court Approval _____
Date

AI-10047

5.A.

Computer equip./software & peripherals & agreements

CC CONSENT

Date: 07/11/2008
 Submitted By: Matilde Faz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Area: Purchasing Department

Information

CAPTION

1. Requesting authority to purchase computer software, equipment and/or peripherals through our membership/participation with (DIR) Department of Information Resources awarded vendors.

Requisition	Vendor	Department	Amount	Account Number
134677	Dell	Budget Office	\$245.00	8-1100-415-14-115-001-0-665
135020	Calence DIR-SDD-236	Health	\$2,054.00	8-1293-441-00-340-005-0-745

2. Requesting authority to purchase computer software, equipment and/or peripherals through our membership/participation with (TCPN) The Cooperative Purchasing Network awarded vendors.

135373	Tech Depot	Law Library	\$24.97	8-1247-412-50-100-001-0-667
134822	CDW	County Clerk	\$493.46	8-1100-415-40-180-001-0-665
134916	CDW	Health	\$630.19	8-1293-441-00-340-005-0-665
135390	CDW	Tax Office	\$968.28	8-1100-415-15-140-001-0-667

3. Requesting authority to renew a premium plus maintenance agreement with Toshiba Business Solutions for an additional one (1) year term for Precinct #3 as reflected in requisition #135344 for the amount of \$726.00/year. Effective: 06/01/08 - 05/31/09 (8-1203-431-00-123-004-0-432, pending line item transfer, AI 9962).

4. Requesting authority to enter into a 36-month new copier lease agreement for the WIC Dept. with Ikon Equipment Solution Buyboard in the amount of \$405.00/month requisition #135499 effective: Upon approval (8-1292-441-00-350-001-8-780)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: Various

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available for all pending requisitions as of 7-7-08.

For req #135344 for Toshiba Business Solutions for Pct. 3, funding is pending line item transfer for CC 7-8-08, refer to AI 9962/2.M, consent agenda.

Attachments

Link: [DIR purchases](#)

Link: [TCPN purchases](#)

Link: [Gral. Agreements](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/07/2008 11:26 AM	APRV
2	Budget & Management	Veronica Lopez	07/07/2008 11:35 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/07/2008 12:52 PM	APRV
4	Auditor's Office		07/08/2008 10:01 AM	NEW

Form Started By: Matilde Faz
Started On: 07/03/2008 02:14 PM

Final Approval Date: 07/08/2008

**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

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.****

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. 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

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

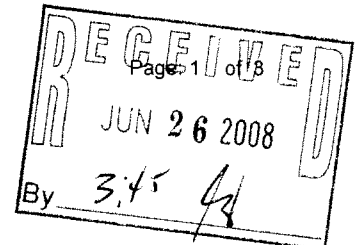
DIR Agreement #.... DIR-SDD-236
County of Hidalgo
Information Technology Department
100 N. Clossner, 1st Floor
Edinburg, TX 78539

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
 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

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.

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

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.

Requisition

Req # 00135373

PO #

Date: 07/02/08

Consent
7/15/08
#10047
TCPN

Bill To: x
x

Vendor : 325767
TECH DEPOT
P.O. BOX 33074
HARTFORD CT 06150-3074
FAX (316)630-4609

Ship To: LAW LIBRARY
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: Jaime Ayala
956-318-2155

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	Req.#TD002-08 DO NOT DUPLICATE ORDER s7159892 WordPerfect Office X4 Standard Edition-Media / Quote #B08071337 / TCPN R4716 <u>Account No</u> 8-1247-412-50-100-001-0-667 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	24.97 <u>Encumbrance</u> 24.97 Freight .00 Total 24.97	24.97 24.97

Authorized By: _____

cc: 17330



YAHOO! MAIL
Classic

Ref.
#135373

Print - Close Window

Subject: RE: contract number
Date: Fri, 16 May 2008 13:23:07 -0400
From: "Carlos Montanez" <CMontanez@techdepot.com>
To: "gris salazar" <grisslzt@yahoo.com>

Hi Griz,

Here is the updated copy w/ contract info

TECHDEPOT
A TECH DEPT COMPANY

Product Quote

Tech Depot appreciates this opportunity to provide your organization this product(s) quote. Tech Depot strives to make your buying experience straightforward and streamlined by offering intelligent product choices, top brands, and competitive prices, with the support you demand

Contract# :	TCPN R4716	Date:	28-Mar-2008
Quote# :	B080328942	Phone:	(888) 251-4278

BILL TO	SHIP TO
Accounts Payable Hidalgo County 100 N Closner Blvd Edinburg, TX 78539	Information Technology Department Hidalgo County 100 N. Closner Blvd. 1st Floor Edinburg, TX 78539

Item #	Mfg #	PRODUCT	QTY	PRICE	TOTAL
* S5254130	LCWPX3ENGLPCGOV	WORDPERFECT OFFICE X3 STANDARD	6	\$216.70	\$1,300.20
* S5253767	LMPWPX3STDENGPC	WORDPERFECT OFFICE X3 STANDARD MEDIA	1	\$24.97	\$24.97
S4995633	LCWPPX3ENGPCCGOV	WORDPERFECT OFFICE X3 PRO	6	\$295.21	\$1,771.26
S4995587	LMPWPX3PROENGPC	WORDPERFECT OFFICE X3 PRO MEDIA	1	\$24.97	\$24.97
Subtotal					\$3,122.64
TAX (applicable states only)					\$0.00

Requisition

Req # 00134822

PO #

Date: 06/23/08

*Account # 10047
7/15/08
TCPN*

Vendor: 153915
CDW GOVERNMENT INC.
200 N MILWAUKEE AVE
VERNON HILL IL 60061

Bill To: x
x

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: LIL HERNANDEZ
956-318-2100

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1		DO NOT DUPLICATE ORDER WESTERN DIG MB STUDIO ED II 2 TB MFG#WES-WDH2Q20000N - TCPN CONTRACT# R4713 Account No 8-1100-415-40-180-001-0-665 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	493.46 <u>Encumbrance</u> 493.46 Freight Total	493.46 .00 493.46

Authorized By: _____



The Right Technology.
Right Away.™

www.CDWG.com
800-908-4239

SALES QUOTATION

QUOTE NO	ACCOUNT NO	DATE
KVW7880	10177862	5/29/2008

LIL HERNANDEZ
 B 100 N CLOSNER BLVD
 L
 L HIDALGO COUNTY CLERKS
 T EDINBURG, TX 78539-3523
 O

HIDALGO COUNTY CLERKS
 S 100 N CLOSNER BLVD
 H
 I
 P LIL HERNANDEZ
 T EDINBURG, TX 78539-3523
 O Contact: LIL HERNANDEZ 956-292-7678

Customer Phone # 9562927678

Customer P.O.# HARD DRIVES QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JAY CARLILE 866-224-6448	FEDEX Ground	MasterCard/Visa Go	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1307608	WESTERN DIG 1TB MYBOOK ESSENT EDIT Mfg#: WES-WDH1U10000N Contract: TCPN CONTRACT #R4713 R4713	227.37	227.37
1	1141842	MAXTOR ONETOUCH 3 USB/FW 1.5TB 7.2K Mfg#: MKT-STM3150040TAB06-RK Contract: TCPN CONTRACT #R4713 R4713	392.83	392.83
* 1	1444270	WESTERN DIG MB STUDIO ED II 2TB Mfg#: WES-WDH2Q20000N Contract: TCPN CONTRACT #R4713 R4713	493.46	493.46
			SUBTOTAL	1113.66
			FREIGHT	.00
			SALES TAX	.00

REQ# 134822

BUY WITH CONFIDENCE. CDW IS A FORTUNE 500 COMPANY.

TOTAL	US Currency
	1,113.66

CDW Government, Inc.
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061
 General Phone: 847-371-5000 Fax: 847-419-6200
 Account Manager's Direct Fax: 312-705-9492

Please remit payment to:
 CDW Government, Inc.
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

Requisition

Req # 00134916

PO #

Date: 06/24/08

Consent
10047
7/15/08
TC PN

Vendor : 153915
 CDW GOVERNMENT INC.
 75 REMITTANCE DRIVE
SUITE 1515
 CHICAGO IL 60675-1515

Bill To: x
 x

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

Contact: Josie Escalant
 956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2	PACK	CDW257244 Belkin RJ11 Modular Flat Plugs, 25pk	8.67	17.34
1	EACH	CDW360534 Leviton Test Set Kit with probe toner	109.33	109.33
1	PACK	CDW146312 Belkin RJ45 Plug 100 pk	25.16	25.16
10	EACH	CDW468929 Belkin 5' CAT6 Snagless High Performance UTP Patch Cable, Red	6.93	69.30
5	EACH	CDW1210454 Belkin CAT6 COMP Cert SNGLS PTCH RJ45M/RJ45M; 25 Red	19.95	99.75
10	EACH	CDW1210452 Belkin CAT6 COMP Cert SNGLS PTCH RJ45M/RJ45M; 14 Red	16.48	164.80
1	EACH	CDW281868 Panduit Cable Tie	36.16	36.16
1	EACH	CDW281868 Belden 1000FT Cross con Spool Bluylw	39.05	39.05
10	EACH	CDW410021 Belkin 3' CAT6 Snagless high performance UTP patch cable red	6.93	69.30
		<u>Account No</u>	<u>Encumbrance</u>	
		8-1293-441-00-340-005-0-665	630.19	
			Freight	.00
			Total	630.19
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



800.581.4239

Reg # 134916

Quote Information

Quote #: T016360

Status: Open

Quote Date: 6/9/2008

Contact: FERNANDO MARTINEZ

Description: CABLES TO GO

Need Help?



Contact
Jay Carlile
Phone: (866) 224-6448
Fax: (312) 705-9492
Email: jaycar@cdwg.com

Billed From Address

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

Billing Address

FERNANDO MARTINEZ
ATTN: HIDALGO COUNTY - HEALTH DEPARTMENT
1304 S 25TH AVE
EDINBURG , TX 78539-7205

(956) 383-6221

Shipping Address

HIDALGO COUNTY HEALTH DEPARTMENT
FERNANDO MARTINEZ
ATTN:FERNANDO MARTINEZ
1304 S 25TH AVE
EDINBURG , TX 78539

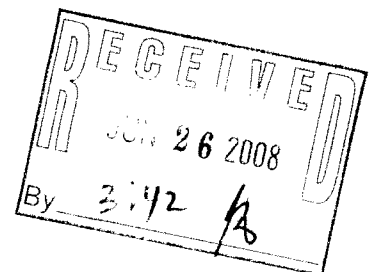
Payment Method

Select payment method during checkout.

Shipping Method

FedEx Ground

Product	Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
Belkin RJ11 Modular Flat Plugs, 25-pack	Tcpn Contract #r4713	257244	R6G044-25	2	\$8.67	\$17.34
Leviton Test Set Kit w/ Probe Toner	Tcpn Contract #r4713	360534	49562-TSK	1	\$109.33	\$109.33
Belkin RJ45 Plug, 100 pack	Tcpn Contract #r4713	146312	R6G088-100	1	\$25.16	\$25.16
Belkin 5' CAT6 Snagless High Performance UTP Patch Cable, Red	Tcpn Contract #r4713	468929	A3L980-05-RED-S	10	\$6.93	\$69.30
Belkin 3' CAT6 Snagless High Performance UTP Patch Cable, Red	Tcpn Contract #r4713	410021	A3L980-03-RED-S	10	\$6.93	\$69.30
Belkin CAT6 COMP CERT SNGLS PTCH * RJ45M/RJ45M; 25' RED	Tcpn Contract #r4713	1210454	A3L9006-25-REDS	5	\$19.95	\$99.75
Belkin CAT6 COMP CERT SNGLS PTCH * RJ45M/RJ45M; 14' RED	Tcpn Contract #r4713	1210452	A3L9006-14-REDS	10	\$16.48	\$164.80
Panduit Cable tie	Tcpn Contract #r4713	281868	PLF1MB-C	1	\$36.16	\$36.16
BELDEN 1000FT CROSS CON SPOOL BLUYLW	Tcpn Contract #r4713	1474145	22208010	1	\$39.05	\$39.05
Sub-Total						\$630.19
Shipping:						\$0.00
Grand Total						\$630.19



Requisition

Req # 00135390

PO #

Date: 07/02/08

Consent

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

TCPN

Contact: EVA-ACCT DEPT
956-289-7472

Contract No:

Special Instructions:
C-174

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4	EACH	1119543 MICROSOFT OFFICE SB 20017 UPG MFG#: MIC-W87-02379 C CONTRACT: TCPN CONTRACT# #R4713	242.07	968.28
0	EACH	NEED TO UPDATE WITH THE MICROSOFT OFFICE 2007-ACCOUNTING DEPT CURRENTLY HAS THE 2003 VERSION AND THE OFFICE HAS ENCOUNTERED SOME DIFFICULTIES WHEN THEY E-MAIL ENTITY REPORTS.	.00	.00
0	EACH	EACH OF THIS LICENSES ARE FOR : DAVID CANTU, EVA MIRELES, IRMA GARCIA AND GABRIEL OCHOA- ALL FROM THE ACCOUNTING DEPT AT THE EDINBURG OFF 2804 S BUS HWY 281	.00	.00
		Account No _____	<u>Encumbrance</u>	
		8-1100-415-15-140-001-0-667	968.28	
			Freight	.00
			Total	968.28
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

July 2, 2008

Mr. Armando Barrera
Hidalgo County Tax Asssr/Coll
Hidalgo County Tax Office

RE: Microsoft Office 2007

Mr. Barrera:

I am requesting the purchase of the most updated Microsoft Office Software for our Accounting Department. We are currently working with the 2003 version and have encountered some difficulties when we e-mail entities reports. We also encounter problems e-mailing power point presentations. Apparently these entities are using the most updated version which is, Microsoft Office 2007 and we are currently not. This becomes a problem due to the fact that they can not open our files since they have the most updated version and we currently save and operate from the 2003 version.

I am requesting four licenses for the Accounting Department. Your attention to this matter will be greatly appreciated. If you have further questions, please contact me at your convenience. I will elaborate more on this issue.

Eva Mireles



Head Accountant

Mate - this is
for your info.

TKS many
D.

7/2/08

Req # 135390

Requisition

Req # 00135344

PO #

Date: 07/02/08

*Consent
10047
7/15/08*

Bill To: x
x

Vendor : 27057
TOSHIBA BUSINESS SOLUTIONS
10231 KOTZEBUE
SAN ANTONIO TX 78217

Ship To: HIDALGO CO. PCT 3
724 N. Breyfogle
MISSION TX 78574

Contact:

Contract No:

Special Instructions:
Req#1060

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1		DO NOT DUPLICATE ORDER GMA Maintenance Agreement for 1 year 06-1-08 thru 6-1-09 for Copier eStudio 351C ID # 36721 Account No _____	726.00	726.00
			<u>Encumbrance</u>	
			Freight	.00
			Total	726.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

PREMIUM PLUS MAINTENANCE AGREEMENT

TOSHIBA

BUSINESS SOLUTIONS
Texas

10231 Kotzebue | San Antonio, TX 78217 | Phone: 210 357 2600 | Fax: 210 357 2630

Req # 135344

Sales Representative: _____ Renewal _____

CONTRACT NUMBER	344895-001
EFFECTIVE DATE	6/1/2008

CUSTOMER INFORMATION

Customer Name	Hidalgo County	Bill to Number:	514041/3	Customer Name	Hidalgo County	Ship to Number	345671
Attention	Norma Ceballos			Attention:	Norma Ceballos		
Address	724 North Breyfogle	City, State	Mission, TX	Address	724 North Breyfogle	City, State/Zip:	Mission, TX 78574
Address 2		Ext		Address 2		Ext	
Phone #		Fax #		Phone #		Fax #	
Email	norma.cevallos@co.hidalgo.tx.us			Email	norma.cevallos@co.hidalgo.tx.us		

Select One: This contract will begin on the date of Equipment installation. This contract will begin after a _____ day warranty period.

EQUIPMENT COVERED BY THIS CONTRACT (Attach list if necessary)

Main Unit ID #	Main Unit Model #	Main Unit Serial #	Meter Read (Beginning)	Service Included in Lease	Term of Lease (# of Months)
1	36721	eStudio 351C	CEB617405	Black: 113,169 Color: 4,280	n/a
2				<input type="checkbox"/> Yes <input type="checkbox"/> No	
3				<input type="checkbox"/> Yes <input type="checkbox"/> No	
4				<input type="checkbox"/> Yes <input type="checkbox"/> No	

SUPPLY INCLUSIVE ITEMS

	Cartridge	Drum	Staples	Toner	Other (Please Specify)
1	n/a	Yes	n/a	Yes	Developer
2					
3					
4					

TRANSACTION TERMS

This contract will bill a minimum charge of \$ **726.00** every - SELECT ONE.

The contract includes **60,000** BLACK copies / prints every: Month Quarter Year

An overage charge of \$ **0.0121** will be charged for EACH excess BLACK copy / print. Month Quarter Year

The contract includes **0** COLOR copies / prints every: Month Quarter Year

An overage charge of \$ **0.1130** will be charged for EACH excess COLOR copy / print.

Comments: _____

PREMIUM PLUS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

For maintaining the functionality of the base copier/fax equipment, Toshiba agrees to perform maintenance service in accordance with the following terms and conditions:

- 1) Toshiba will furnish all parts and labor for repairs and maintenance necessitated by normal usage of the walk-up copying/faxing function of the serialized equipment during normal business hours of 8:00 AM to 5:00 PM Monday through Friday, exclusive of holidays. Standard overtime rates of \$185 per hour with a 2-hour minimum apply for all other times.
- 2) The term of this agreement will be for 1 (one) year or the designated number of copies. If this is a Designated Number of Copies billing option this contract may expire before the end of one year. This agreement will automatically renew at the end of the term and thereafter at the then prevailing rates, or as otherwise stated or agreed, unless cancelled by either party by providing written notice at least 30 days prior to the expiration date.
- 3) This agreement does NOT cover:
 - a. Service necessitated by the malfunction of Non-Original Manufacture's Equipment parts, supplies, attachments, or supplies not authorized by Toshiba
 - b. Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents.
 - c. Exterior hardware including: doors, covers, hinges, operational panel, stands, wheels castors, work tables, exit trays, document lids, ADF covers, staplers, paper cassettes, sheet by-pass, instruction manuals, drivers, etc. which may become broken, lost, or damaged.
 - d. Extensor or add-on copy counting or monitoring devices.
 - e. Major in-shop rebuilding for machines that have exceeded their manufacturer recommend life.
 - f. Circuit board failures unless an UL 1449 or Toshiba approved surge protection device is installed inline with the listed equipment.
 - g. Replacement or repair of any network devices not directly involved with the walk-up copying process. (i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, mouse, monitors, keyboard, networking harnessing or cards.) A separate service agreement may be purchased for the items listed in 3) g.
- 4) Customer agrees to:
 - a. Provide suitable electrical service and maintain proper environmental conditions.
 - b. Pay for the special servicing that may be required to prepare the equipment for the movement or to reinstall and adjust after a movement.
 - c. Provide Toshiba with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
 - d. Pay additional n/a cents per scan, when scans exceed agreement minimum or actual print usage.
 - e. Pay for freight and special shipping charges when requesting parts and/or supplies.
 - f. Pay for any charges outside the scope of this Premium Plus Agreement.
- 5) The consumption of supplies provided in inclusive contracts, including toner or developer, exceeding 10% of the normal volume yield rate shall be chargeable at normal supply rates less a 15% discount.
- 6) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or Toshiba technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.
- 7) Toshiba is not responsible for delays or service due to manufacturers' non-availability of parts or supplies necessary to complete such service as described in this agreement. Customer agrees to pay for any freight or special shipping charges when Customer requests emergency requisition of parts or supplies.
- 8) This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment. Toshiba may apply any unused portion of the annual maintenance charges toward future purchases with Toshiba.
- 9) Toshiba may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement, or acquires a past-due balance for services rendered, products sold or unpaid meter billings of more than 30 days from date of invoice. Past due balances will be assessed a 10% late fee.
- 10) This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force or acts of nature, and any loss or damage occurring from uncontrollable circumstances. Services performed under these conditions will be chargeable outside of this agreement.
- 11) Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth in writing herein have been made or have been relied in the making of this agreement.

ACCEPTANCE (Must be signed by Director of Service Operations or an authorized Service Contract representative to be a valid contract.)

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Click Charges for the term of this Contract. When this Contract is signed by Customer and Toshiba, it shall constitute a binding contract and is non-cancelable.

Toshiba Business Solutions Texas

Name _____ (Please Print Name) Title _____ Signature: _____ (Authorized Representative)	Company Name: Hidalgo County Name _____ <input checked="" type="checkbox"/> (Please Print Name) Title _____ <input checked="" type="checkbox"/> Signature* _____ <input checked="" type="checkbox"/> (Authorized Representative)
Date: _____	Date: _____ <input checked="" type="checkbox"/>

**This contract is not valid without an authorized signature.*

**Requisition
W.I.C. PROGRAM**

Req # 00135499

PO #

Date: 07/03/08

Bill To: x
x

Vendor : 223751
IKON OFFICE SOLUTIONS, INC.
P.O. BOX 660342
DALLAS TX 75266-0342
FAX (478)471-2311

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: MGONZALEZ
956-381-4646

Contract No:

Special Instructions:
APPROVAL FROM STATE 6/9/08

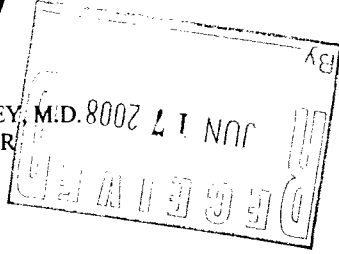
QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
3	EACH	DO NOT DUPLICATE ORDER LEASE FOR CANON IMAGE RUNNER C34801 COLOR COPIER, 34 PAGES PER UNIT DIGITAL COPIER, AUTOMATIC DOCUMENT FEEDER , CASSETTE FEEDING LUNIT, FINISHER Y 1 PUNCHER UNIT , ESP POWER FILTER, . LEASE IS FOR 36 MONTHS TERM AT 405.00 PER MONTH, 7500 COPIES PER MONTH. Account No _____ 8-1292-441-00-350-001-8-780	405.00	1,215.00
			Encumbrance	
			1,215.00	
			Freight	.00
			Total	1,215.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D. 8007 L I NOR
COMMISSIONER



1100 W. 49th Street • Austin, Texas 78756
1-888-963-7111 • <http://www.dshs.state.tx.us>
TDD: 512-458-7708

June 9, 2008

Norma L. Longoria, WIC Director
LA#12, Hidalgo County Health Dept
WIC Administrative Office
3105 West University Drive
Edinburg, Texas 78539

Dear Ms. Longoria:

Approval is granted for the Hidalgo County Health Dept., WIC Local Agency #12, to lease a Canon Image Runner C34801 color copier from Ikon Office Solutions. The lease term is for 36 months and should not exceed \$ 405.00 per month plus charges for any copies in excess of 7500 copies per month.

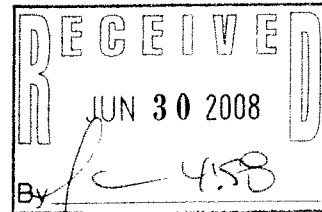
This approval is granted with the stipulation that sufficient administrative funds are available. Please maintain all proper documentation for purposes of an audit or fiscal monitoring review.

If you have any questions or require additional information, please contact Bobby Jones, Contract Development and Support Branch, at (512) 458-7111 extension 3285.

Sincerely,

for Mike Montgomery, Section Director
Nutrition Services Section

BJ



Financials - IKON Equipment Solution (April 29, 2008)

PROPOSED IKON Print Solution for Hidalgo County WIC Program

Canon imageRUNNER C3480i COLOR COPIER

- 34 pages per minute Digital Copier Printer
- Automatic Document Feeder
- Cassette Feeding Unit
- Finisher Y1
- Puncher Unit
- ESP Power Filter

Full Service Maintenance (includes installation, parts, labor and supplies - excludes paper)

36 mo. Lease Term (same monthly for FMV lease and IMP (operating lease)

IR 3480i as configured

above.....= \$405.00

Maintenance - 7,500 Black & White copies included monthly

Color copies at \$.064 per copy

Cash Sale

IR 3480i as configured

above.....= \$10,839.00

Maintenance - Black & White copies at \$.01 per copy

Color copies at \$.064 per copy

Minimum monthly service base to apply

Pricing is from TASB (Texas Association of School Boards) registration #20766-14916 dated 8.5.2007 to 8.4.2008.





Document Efficiency
At Work.™

STATE AND LOCAL GOVERNMENT
Product Schedule
Image Management Plus

Product Schedule Number: _____

State and Local Government _____

Master Agreement Number: _____

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and _____, as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

Hidalgo, County of				Hidalgo County WIC Program			
Customer (Bill to) 3105 W. University Drive				Product Location 3105 W. University Drive			
Address Edinburg	Hidalgo	TX	78539	Address Edinburg	Hidalgo	TX	78539
City	County	State	Zip	City	County	State	Zip
Customer Contact Name: Margarita Gonzalez			Customer Telephone Number: (956) 381-4646			Fax Number/E-mail Address: mague.gonzalez@wic.co.hidalgo.tx.us	

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	Canon IR 3480i		

PAYMENT SCHEDULE

Minimum Term (mos.) 36	Cost Per Image \$ _____	Cost of Additional Images \$ <u>01 wk / 064 cr</u>	Guaranteed Minimum Monthly/Quarterly/Other Images 7500	Meter Reading/Billing For Additional Images <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
Minimum Payment Without Tax \$405	Payment Due <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other		Advance Payment (with tax) \$ _____ <input type="checkbox"/> Apply to 1 st Payment <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____
Addendum(s) Attached: Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form.
- You, the undersigned Customer, have applied to us to use the above-described items ("Products") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product(s) on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly/Quarterly/Other Images. If you use more than the Guaranteed Minimum Monthly/Quarterly/Other Images in any monthly/quarterly/other period, as applicable, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than 20% over the manufacturer's recommended specifications for supplies, you agree to pay reasonable charges for those excess supplies. The meter reading frequency is the period of time (monthly, quarterly, semi-annually or annually) for which the number of images used will be reconciled. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
- Additional Provisions (if any) are: _____

CUSTOMER

X _____ Title: _____ Date: _____
Authorized Signer

(Authorized Signer's printed name)

IKON OFFICE SOLUTIONS, INC.

X _____ Title: _____ Date: _____
Authorized Signer

(Authorized Signer's printed name)

Image Management Plus Commitments

The below performance commitments (collectively, the "Guarantees") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The words "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Guarantees. The Guarantees are only applicable to the equipment ("Products") described in the Schedule to which these Guarantees are attached, excluding facsimile machines. The Guarantees are effective on the date the Products are accepted by you and apply during IKON's normal business hours, excluding weekends and IKON-recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Cost Per Image and the Cost of Additional Images, as described on the Schedule, are guaranteed against any price increase during the term of the Schedule, unless agreed to in writing and signed by both parties.

SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during normal business hours, excluding weekends and IKON-recognized holidays. Performance issues relating to software and/or connectivity are independent of these Guarantees and may be covered, if applicable, as outlined in any software/connectivity professional services agreement you may separately enter into with IKON. IKON will also provide the supplies required to produce images on the Products covered under the Schedule (other than non-metered Products and soft-metered Products) ~~including~~ staples. The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

GUARANTEED RESPONSE TIME

IKON guarantees a quarterly average response time of 2 to 6 hours for all service calls located within a 30 mile radius of any IKON office, and 4 to 8 hours for service calls located within a 31-60 mile radius for the term of the Schedule. (In the case of Canon iR 110 machines, the quarterly average response time will be 2 hours for all service calls.) Response time is measured in aggregate for all Products covered by the Schedule. If this response time guarantee is not met, a credit equal to \$100 toward your next purchase from IKON will be made available upon your request. Credit requests must be made in writing via registered letter to the address specified in the "Correspondence" section.

UPTIME PERFORMANCE GUARANTEE

IKON will service the Products provided under the Schedule to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during normal business hours, excluding weekends and IKON-recognized holidays), excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON. You agree to make the Products available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs.

IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Schedule to which these Guarantees relate, IKON will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, IKON will present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images require a new Schedule that must be agreed to and signed by both parties. The new Schedule may not be less than the remaining term of the existing Schedule but may be extended for a term equal to that of the original Schedule. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of

equipment may result in a higher or lower cost per image and payment. Image decreases are limited to 25% of the original Guaranteed Minimum Images.

UPGRADE GUARANTEE

At any time after the expiration of one-half of the original term of the Schedule to which these Guarantees relate, you may reconfigure the Products by adding, exchanging, or upgrading to an item of Products with additional features or enhanced technology. A new Schedule of like original term must be agreed to and signed by you and us. The Image Management Cost Per Image, the Cost of Additional Images and the Minimum Payment of the new Schedule will be based on the Products, the added equipment and new image volume commitment.

PERFORMANCE COMMITMENT

IKON is committed to performing these Guarantees and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Guarantee and in the unlikely event that IKON is not able to repair the Products in your office, IKON, at IKON's election, will either provide a temporary loaner while the Products are being repaired at IKON's service center, or IKON will replace such Products with comparable Products of equal or greater capability at no additional charge. If you are dissatisfied with IKON's performance, please send a registered letter outlining your concerns to the address specified below in the "Correspondence" section. Please allow 30 days for resolution.

CORRESPONDENCE

Please send all correspondence relating to the Guarantees via registered letter to the IKON Quality Assurance Department located at: 1738 Bass Road, Macon, GA 31210 Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Guarantees with your local IKON office.

MISCELLANEOUS

These Guarantees do not cover repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Guarantees represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Guarantees not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment." Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. These Guarantees shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Guarantees are not assignable by the Customer. You acknowledge and agree that, in connection with its performance of its obligations under these Guarantees, IKON may place automated meter reading units on imaging devices, including but not limited to the Products, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

"including"

X _____



Please Initial