

Requisition

Req # 00147090

PO #

Date: 01/14/09

Account # 14067 2/24/09

Bill To: x
x

Vendor : 224243
IBM CORPORATION
P.O. BOX 676673
DALLAS TX 75267-6673

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: RUBEN
956-292-7010

Contract No: A88D05

Special Instructions:
140109-02

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00				.00
1.00	EACH	3581 ULTRIUM TAPE 2U AUTOLOADER (PD OF SVC. 01JAN09-31DEC09)	2,080.80	2,080.80
1.00	EACH	IBM ESERVER P5 550	4,907.52	4,907.52
1.00	EACH	SL MIDRANGE/ENTERY TAP	511.21	511.21
1.00	EACH	SWMA FOR AIX (PD OF SVC: 01JAN-31DEC09)	2,294.00	2,294.00
1.00				.00
		<u>Account No</u>	<u>Encumbrance</u>	
		9-1100-415-00-200-002-0-336	9,793.53	
			Freight	.00
			Total	9,793.53
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



Schedule for ServiceElite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which IBM will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between us about these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the IBM Customer Agreement (or any equivalent agreement in effect between us).

Name and Address of Customer:
HIDALGO COUNTY
100 N CLOSNER
EDINBURG TX 78539-3523

Customer Billing Address:
HIDALGO COUNTY
INFORMATIONS TECHNOLOGY
100 N CLOSNER 1ST FLR
EDINBURG TX 78539-3523

Master Services Attachment Number: MAF3H3BH
Statement of Work Number: A88D05
Change Authorization Number:
Customer Number: 04261394

Schedule Number: A88D05
Revised Schedule: No
Schedule Effective Date: 10/15/2008
Proposal Reference Date:

Transaction Contract Period:
Start Date: 10/01/2008
End Date: 09/30/2013
Renewal Contract Period: 5 Year(s)

Charge Period Charges / Payment Plan (Inclusive of MES):
WSU One Time Charges: 0.00
SWMA ALF One Time Charges: 0.00
MMS for CISCO HW One Time Charges: 0.00
MMS for CISCO SW One Time Charges: 0.00
MMS for Nortel One Time Charges: 0.00
One Time Charges: 0.00

Maintenance Charges: 6,988.32
Service Charges: 2,805.21
TOTAL CHARGE PERIOD CHARGES: 9,793.53
¹Accumulated Adjustment Invoicing option: N

Automatic Inventory Increase Option Applies: N
Machine Maintenance Services Option #1: N
Software Services Option #2: N
Type of Discount(s) Applied: Term Incentive
Price Protection Option: Opt#2 Full Price Protection
Pricing Method: Line Item

The Parties need not to sign this Schedule, unless either of us requests it.

Agreed to:

HIDALGO COUNTY

By: _____
Name (type or print): _____
Date: _____
Authorized signature

Agreed to:

International Business Machines Corporation

By: _____
Name (type or print): _____
Date: _____
Authorized signature



Schedule for ServiceElite

Enterprise Total for Charge Period by Customer Number Inclusive of MES:

04261394	HIDALGO COUNTY	100 N CLOSNER, EDINBURG TX 78539-3523	9,793.53
Total			9,793.53

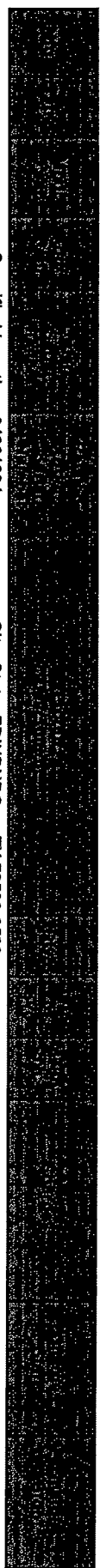
Note: One Time Charges are not included in the Total



Schedule for ServiceElite

Maintenance Machine List

-----Eligible Machine Description-----



IBM	3581	L28	Specified Location: 04261394	City, State: EDINBURG	TX 78539-3523				
IBM	9113	550	0078B2895	ULTRIUM TAPE 2U AUTOLOADER		1	B	1	2,080.80
Subtotal			00005BE8A	IBM ESERYER P5 550		1	B	1	4,907.52
Without									
MES									6,988.32

Subtotal
With
MES
6,988.32

Total Charge Period Charges for Maintenance Machine List Without MES

Total Charge Period Charges for Maintenance Machine List With MES \$6,988.32

See Legend for Details



Schedule for ServiceElite

Services List

Customer Technical Contact Name (if applicable):
Customer Primary Technical Contact name :
Customer Primary Technical Contact phone number :

-----Eligible Machine Description-----



Specified Location: 04261394

City, State: EDINBURG

TX 78539-3523

SL MIDRANGE/ENTRY TAPE SYSTEMS

FULL SHIFT

511.21

3581 L28

0078B2895

SWMA FOR AIX

1

2,294.00

SUPPORT
SUBSCRIPTION

ES
NUMBER OF PROCESSORS

NUMBER OF PROCESSORS

CHARGEABLE PROCESSORS

FULL SHIFT

9113 550

00005BE8A

1

2,805.21

Subtotal

Total Charge Period Charges for Services List

\$ 2,805.21

Note: One Time Charges are not included in these totals.
See Legend for Details



Schedule for ServiceElite

Legends:

¹ Change adjustments related to inventory and service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

²TYPE OF SERVICE

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
This type of repair service includes a response objective and is not a guarantee.
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective.
This type of repair service includes a response objective and is not a guarantee.
- X) EasyServe (remotely delivered services)

³MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 16) IBM Maintenance Services - First Line Maintenance for WinCor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for WinCor Nixdorf ATMs
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

⁴Charges shown are for the Charge Period

- A (C) indicates a Machine that will have Usage Charges billed separately
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service
- An (F) indicates an Assumptive Product included in the total Charge Period Price that has a manually inserted serial number and configuration provided by the customer
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ServiceElect CHS contract with duplicate Maintenance Services Coverage
- A (K) indicates Assumptive Products included in the total Charge Period Price that are based on the customer provided configuration
- An (N) indicates that the product is a non-GSA Schedule item
- An (O) indicates a One Time Charge
- A (P) indicates averaged billing or annual prepayment
- An (R) indicates the usage charge rate (Feet, Hours, or Impressions) for a machine under a usage plan
- A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
- A (W) indicates a Machine under Warranty
- An (X) indicates On-order Products which are shown for planning purposes only
- A (Y) indicates On-order MESS products which are shown for planning purposes only. These charges are included in the related machine.

⁵ Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates

IBM Services Assistant Solution Summary

For information purposes only with final User Reference prices - Final prices will be those in effect when the contract is signed

Customer Information

Customer Name	HIDALGO COUNTY	Signing Customer Number	04261394
Customer Type		Customer Type	LOCAL GOVERNMENT

Business Partner Information

BP Name	BP Number
---------	-----------

Contract Information

Contract Start Date	10/01/2008
Standard Contract Term Stop Date	09/30/2013
Non-Standard Contract Term Stop Date	
Proposal Reference Date	10/01/2008
Charge Period Start Date	10/01/2008

General Information

Solution Summary ID	A88D05	Status	Priced
Channel Indicator	Z	Created By	BRELIAS
Pricing structure	IBM	Created on	08/13/2008
Description	HIDALGO COUNTY	Last Updated By	BRELIAS
Associated contract number		Last Updated on	10/15/2008
Fiscal Period			
Type of Discounts Applied	Term Incentive		
Accumulated Adjustment Invoicing Option	N		

Summary Section

Summary for 60 MONTH TERM ANNUAL BILLED FULL PRICE PROTECTIVE

Customer No.	Customer Name and Address	One Time Charge	Maintenance	Services	Totals
04261394	HIDALGO COUNTY 100 N. GLOSTER EDINBURG TX 78539-3523	\$ 919.00	\$ 34,891.50	\$ 13,981.68	\$ 49,792.18
	Totals Inclusive of MES	\$ 919.00	\$ 34,891.50	\$ 13,981.68	\$ 49,792.18

0113	551	000502133X	2	NUMBER OF PROCESSORS	
			4	TEARABLE PROCESSORS	
			1	FULL SHIP	
Recurring Service Grand Total			Recurring Services Subtotal		\$ 2,790.84
One Time Charge Grand Total			One Time Charge Subtotal		\$ 919.00
					\$ 2,790.84
					\$ 919.00

Re: IBM contract

Print Hide Envelope

Show Header

From: Julia Pastina - Add to Address Book
To: Ruben Flores
Date: Wednesday, January 14, 2009 2:18:26 PM
Subject: Re: IBM contract

Hello Ruben

I just left you a voicemail

The document you're referring to has a note right under the title indicating that it doesn't reflect the actual contract prices

I only sent that to you hoping that the start and end date listed there would be enough for the dept. issuing the PO to understand that we will not issue this contract every year

As the document name indicates, it is for your information only and it cannot be used as a price reference whatsoever

Hope this clarifies it for you

Kind Regards



Julia Pastina

Americas Customer Fulfillment



jpastina@ca.ibm.com

<http://www.ibm.com/>

Delete

Reply

Reply All

Forward

Move/Copy

Print this Envelope

Show more

From: Ruben Flores [Add to Address Book]
To: Julia Pastina
Date: Wednesday, January 14, 2009 2:01:07 PM
Subject: Re: IBM contract

Ma'am, Thanks for the paperwork but i see some differences on the fees. On the 3581 Ultrium tape 2U autoloader the contract has fees of 2028.78 and invoice has fees listed as 2080.80. On the 9113 IBM Eserver P5 550 contract has fees of 4909.44 and invoice is 4907.52 (Contract has a total of 6,938.22 and we were invoiced for 6988.32)

2801.42

On the other services, contract calls for 2760.84 and we were invoiced for 2805.21. Can you provide some input on this because I am sure this will come up. Your prompt and favorable attention to this matter would be deeply appreciated!

Thanks
Ruben

--Original Message--

From: "Julia Pastina" <ipastina@ca.ibm.com>
Sent: 1/14/2009 12:34:25 PM
To: ruben.flores@co.hidalgo.tx.us
Subject: IBM contract

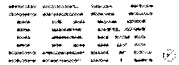
Hello Ruben

Here you have a copy of the contract and also a doc called "service-summary- FYI ONLY" which i attached only because you can have more details on the contract dates

Hope this will help you. Please let me know if i can send you anything else.

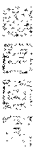
(See attached file: services summary FYI ONLY.tif)
(See attached file: statement of work, signed.tif)

Kind Regards



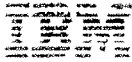
Julia Pastina

Americas Customer Fulfillment



ipastina@ca.ibm.com

<http://www.ibm.com/>



Statement of Work for ServiceElite

Note: It is agreed to add the following ServiceElite to the following IBM Support contract.

Support Line

IBM will provide you remote assistance with the resolution of supported products in your covered support groups, prior to the expiration of the contract for the ServiceElite. These terms will apply to the IBM Support Center. IBM reserves the right to change the terms of this contract.

Definitions

Customer Critical Problem means a problem for which you have to spend work around the clock. IBM will be advised in writing by the operator.

Full Shift means 24 hours a day, seven days a week, including holidays.

Off Shift means all hours outside of Prime Shift.

Prime Shift means 8 a.m. to 5 p.m. in the local time zone where you are using the ServiceElite, Monday through Friday, excluding holidays.

Supported Products means those products and system environments identified in the supported products list for each support group located at IBM's Internet address <http://www.ibm.com/serviceelite/products> or as otherwise provided by IBM. The Supported Products List will be updated periodically to reflect supported Product additions, for example, IBM upgrades and other product releases, for example, being certified at the time of the warranty date.

IBM Responsibilities

IBM will provide you remote assistance via telephone from IBM's support center a user problem resolution and question to available. IBM will respond to your requests performing to the following:

For all Supported Products in your covered support groups:

1. basic, short duration installation, usage and configuration questions; and
2. questions regarding IBM Supported Product publications.

For all IBM software Supported Products in your covered support groups:

1. code-related problem questions;
2. diagnostic information review to assist in location of a problem cause; for example, assistance in interpreting error codes, forums or messages, and code-related problems; and
3. for known defects, available corrective service information, and program fixes which you are entitled to receive under the terms of the IBM warranty.

When you report a problem with covered non-IBM software Supported Products, IBM will provide a primary point of contact for the support request. IBM will assist you by providing level 1 and level 2 support, which includes assistance for installation, usage and configuration questions and provide general guidance on product documentation. IBM will also assist with isolating the problem cause and provide you recovery information, if available, from the vendor. For known defects, IBM will provide corrective service information and program fixes, if available, and IBM is authorized to provide to you. If a new (unknown) defect is identified, IBM will report it to the appropriate vendor and notify you of our activity. At this point, IBM will consider its support requirement fulfilled since resolution of these defects is the responsibility of the vendor.

For the Linux support groups, IBM may make available new fixes to the Red Hat and SUSE Enterprise releases of the Linux operating system open source components for IBM supported Linux distributions. IBM may make available emergency source code fixes as new defects are reported. IBM is not a Linux distributor and does not distribute patches, maintenance updates or refreshes. You must receive maintenance updates and refreshes directly from the Linux distributor under the terms of their license. IBM will make these new source code fixes available to the Linux distributor and the open source maintainer for inclusion and distribution as errata updates and patches. IBM will support and maintain these new source code fixes until such time that the Linux distributor or open source maintainer incorporates them or develops an alternate fix and distributes as errata updates or patch. At such point, IBM will consider its support requirement fulfilled.

Response Criteria

If not initially answered by a Service technician, IBM will use commercially reasonable efforts to respond by telephone to Support Line Service calls from you within two hours during Prime Shift. IBM's initial response may result in resolution of your request or it will form the basis for determining what additional actions may be required to achieve technical resolution of your request. If you select Full Shift coverage during Off Shift, IBM will use commercially reasonable efforts to respond to Support Line Service calls which you specify to be Customer Critical Problem within two hours and all other Support Line Service calls within four hours.

Electronic Support

You will also be able to electronically submit Support Line Service requests for Supported Products, provided you have Internet access. IBM will use commercially reasonable efforts to respond to each electronic Service request from you within two hours of receipt during Prime Shift. For electronic Service requests received during Off Shift, IBM will use commercially reasonable efforts to respond within two hours of the start of Prime Shift on the next business day. IBM is not responsible for delays in response delivery caused by systems and network problems.

Your Responsibilities

You agree to:

1. ensure you are properly licensed to all software and have a current subscription, where required, on the Supported Products for which you request assistance;
2. retrieve and review a current Supported Products List on a regular basis to verify whether there have been any additions or deletions within your covered support groups;
3. ensure that any access codes IBM provides to you are used only by your authorized personnel;
4. designate a technically qualified representative (called "Primary Technical Contact") who will be your local point of contact. IBM may direct general technical information pertaining to your Supported Products. Your Primary Technical Contact and each center must have sufficient technical knowledge of your Supported Product environment to enable effective communication with IBM's support center;
5. provide IBM with all relevant and available diagnostic information (including product or system information) pertaining to software problems you request assistance with;
6. if necessary, provide IBM with appropriate remote access to your system to assist you in locating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever IBM remotely accesses it with your permission and

7. provide IBM with written notice of changes to your machine inventory within one month after the change occurs. Such changes may cause a revision to your charges for this Service. **Note:** This responsibility does not apply for Enterprise Support.

Enterprise Support (This section applies only for sales through IBM.)

If you select Enterprise Support, you will receive Support Line Service coverage as described above for all Supported Products that are installed in your business systems environment. You agree to provide IBM an initial inventory of your Supported Products, including the machine(s) on which they are installed, and inform IBM of inventory changes and/or system(s) prior to each yearly anniversary or the start of the subscription period. Your machine and Supported Product install base at the start of each contract year will be used to determine charges for that year.

Linux Product Subscription Option

For Supported Products in the Linux support group, you may also order this optional option to be added Support Line Service coverage for this feature. IBM will assist you in this offering and receipt of eligible Linux subscription products. You will identify a subscription account, which will be the focal point for all your Linux support-related subscription product orders and deliveries under the Support Line Service contract.

The Linux supplier-licensed software is provided, distributed and licensed to you by the Linux supplier under the terms and conditions of the applicable end-user license agreement ("EULA"). While IBM may have placed the order with supplier for the supplier-licensed software on your behalf and a convenience for you, you acknowledge and understand that IBM is not a party to the EULA for a third party license. Whether you use the supplier-licensed software, while the Linux supplier may provide you with certain warranties, representations and indemnities under the EULA, IBM is not providing, whether express or implied, any warranty, representation, indemnity or other recourse with respect to the Linux supplier-licensed software and is thereby providing Services under this agreement as a third party at your request. Without limiting the generality of the foregoing, IBM is providing no indemnity for any claim or alleged claim that in any portion of the Linux supplier-licensed software is merged with or otherwise infringes intellectual property right.

Termination

You may terminate Support Line Service or any Support group and optional feature or feature(s) with IBM at any time if you have contracted for at least one year. However, you may not terminate Support Line Service if you have elected a optional feature(s) option.

IBM may withdraw Service for a Support group on the Supported Products List or three months' written notice to you. Other changes to the Supported Products List, for example, addition of new products or deletion of products that are not included in the list, will be subject to the Supported Products List at <http://www.ibm.com/services/products> as they occur.

If IBM withdraws or either of us terminate a Support Line Service or optional feature as provided herein and you have prepaid a feature or which you have prepaid and IBM has not yet fully provided to you, upon your request you will be provided a prorated credit. This will apply if IBM withdraws support for an entire support group but not if IBM simply withdraws support for individual products. For the Linux Product Subscription Option, termination by you is not subject to prorated refund or credit for the prepaid charges.

This Statement of Work ("SOW") is applicable Transaction Documents (e.g., Attachments, Schedules, and Change Orders) and the IBM Customer Agreement (or an equivalent agreement in effect between us) comprise the complete agreement regarding the Services. Included in this Statement of Work and its applicable Transaction Documents and replace any prior oral or written communications between Customer and IBM. In entering into this Statement of Work, neither party is relying on any representation that is not specified in the Statement of Work or the documents included in the preceding sentence, including without limitation any representations concerning: 1) estimated completion dates, hours or fees to be provided by Service; 2) the experiences or recommendations of other parties; or 3) results or savings Customer may achieve. Each party accepts the terms of this Statement of Work by signing this Statement of Work by hand or where recognized by law, electronically.

As used in this Statement of Work, "you" and "your" refer to the Enterprise certified below.

Agreed to
HIDALGO COUNTY

By

Name: type of office

Date

Enterprise Number

Enterprise address

150 N CLODNER
EDINBURG TX 79530-3520

Enterprise telephone number

Enterprise billing Address

HIDALGO COUNTY
INFORMATION TECHNOLOGY
150 N CLODNER 1ST FLR
EDINBURG TX 79539-3520

Agreed to
International Business Machines Corporation

By

Name: type of office

Date

Reference Attachment number: MAE0661

Statement of Work number: A38D05

IBM Address

IBM CORPORATION
1100 HIGHLAND PARKWAY
SMYRNA, GA 30082