

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year ("on an as needed basis"), with the County's at its sole option to renew/extend for or up to an additional four (4) one (1) year term. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written

invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company **Rupert Lee Gonzalez d/b/a
LAVA Concepts & Consulting
3908 Warbler Avenue
McAllen, Texas 78504**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 17th day of June, 2008.

APPROVED AS TO FORM:

Atlas & Hall, LLP
By: [Signature]
Atlas & Hall, LLP

COUNTY OF HIDALGO

By: [Signature]
Juan D. Salinas, III, County Judge

ATTEST:

[Signature]
Arturo Guajardo, Jr., County Clerk

COMPANY: Ruperto Lee Gonzlaez d/b/a
LAVA Concepts & Consulting

By: [Signature]

Printed Name: Ruperto Lee Gonzlaez

Title: Owner

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"
HIDALGO COUNTY REQUEST FOR PROPOSALS
"SUPPORT & MAINTENANCE OF HIDALGO COUNTY PHONE SYSTEM"
BID NO: 2008-152-04-23-LRM

OVERVIEW:

TO PROVIDE support and equipment on an as needed basis to Hidalgo County Phone System for 12 months with the option to renew for four (4) additional one (1) year terms. County of Hidalgo is seeking to expand their existing ShoreTel Voice Communications Systems.

a) **SCOPE OF SERVICES AND RESPONSIBILITIES:** Vendor must be an authorize ShoreTel distributor.

1) Price for ShoreTel ShoreCare Enterprise Support for the following equipment count:

ShoreTel ShoreGear:	
ShoreGear 40/8	9
ShoreGear 60/12	10
ShoreGear 120/24	23
ShoreGear T1	9
ShoreWare Application Server:	
Extension & Mailbox License	1,268
Extension-only License	119
Softphone License	30
Distributed Voice Services License	6
ShoreTel Call Managers:	
Personal Call Manager	1,387
Operator Call Manager	10
Supervisor Call Manager	80

a) As an option include a price for ShoreTel ShoreCare Enterprise support for the following equipment:

ShorePhone Telephones:	
ShorePhone IP 110 – Black	12
ShorePhone IP560 – Black	1,267
ShorePhone BB 24 – Black	12

2) The County is also interested in purchasing additional ShoreTel equipment. **NOTICE TO SUBMITTER:** Submitter should submit pricing based upon the following equipment specifications to be purchased on an as needed basis:

Item Number	Item Name
10142	ShoreGear 40/8
10168	ShoreGear 60/12
10134	ShoreGear 120/24
10259	ShoreGear 50
10260	ShoreGear 90
10144	ShoreGear T1
10261	ShoreGear 220T1

10229	ShoreGear 220T1A
10177	ShorePhone IP 110 - Black
10216	ShorePhone IP 115 - Silver (requires v7.5 software)
10217	ShorePhone IP 115 - Black (requires v7.5 software)
10199	ShorePhone IP212k - Silver
10198	ShorePhone IP212k - Black
10197	ShorePhone IP230 - Silver
10196	ShorePhone IP230 - Black
10218	ShorePhone IP 265 - Silver (requires v7.5 software)
10219	ShorePhone IP 265 - Black (requires v7.5 software)
10148	ShorePhone IP560 - Silver
10156	ShorePhone IP560 - Black
10203	ShorePhone IP560g - Silver
10204	ShorePhone IP560g - Black
10220	ShorePhone IP565 - Silver (requires v7.5 software)
10221	ShorePhone IP565 - Black (requires v7.5 software)
10174	ShorePhone BB 24 - Silver
10175	ShorePhone BB 24 - Black
10274	ShorePhone IP8000 - Conference Phone
10269	ShorePhone Gig Power Adaptor 10/100/1000
10126	ShorePhone AP100 (minimum 3)
29122	ShoreTel 7.0 Software (Controlled Release)
29123	ShoreTel 7.5 Software (Controlled Release)
30035	Extension & Mailbox License
30039	Extension-only License
30040	Mailbox-only License
30006	Softphone License
30043	SIP Trunk Software License
30044	Additional Site License
30049	ShoreTel TAPI Application Server License
30048	ShoreTel Remote Web Reporting License
10243	Base Unit, Conference Bridge, Max 48 Ports
10244	Enhanced, Conference Bridge, Max 96 Ports
10245	Base, Audio Conference SW with 12 Ports
10246	Base, Audio & Web Conference SW with 12 Ports
10247	Add-on, Audio Conference SW (12 Ports)
10248	Add-on, Audio & Web Conference SW (12 Ports)
10249	Base, Conference Bridge Upgrade, 1st 12 Web Ports
10250	Base, Conference Bridge Upgrade, additional 12 Web Ports
10251	Upgrade, 12 Document Ports to Application Sharing
30001	Personal Call Manager
40002	Operator Call Manager
40003	Agent Call Manager
40004	Supervisor Call Manager
30051	Mobile Call Manager (requires ShoreTel v7.5 or later)
10195	IP110 / 115 / BB24 Wall Mount Kit
10211	IP212k/ 230/ 265 Wall Mount Kit
10169	IP560 Wall Mount Kit

(NO SUBSTITUTIONS WILL BE ACCEPTED)

II. GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

- 1) Hidalgo County is requesting that sealed proposals be routed to
Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address

2812 S. Business Hwy 281.
Hidalgo County New Administration Building
Edinburg, Texas 78539

Physical Location:

2802 S. Business Hwy. 281
Hidalgo County New Administration Building
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

- 2) **BOND REQUIREMENTS:** the following bond requirements are applicable for this project:
Bid Bond YES
Performance Bond YES
Payment Bond YES

Reference NO 18 eighteen on Hidalgo County Legal Notice pertaining to bonds.

- 3) **QUESTIONS AND ANSWERS:** WRITTEN QUESTION WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, January 30, 2008, at 5:00 p.m. at (956) 318-2629. Response will be sent to all applicants via facsimile by Friday, February 1, 2008. TELEPHONE AND EMAIL INQUIREIS WILL NOT BE ACCEPTED.

PROPOSER'S AFFIDAVIT: Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

SIGNING OF PROPOSALS: In order to be considered all submittals must be signed. Please sign the original in blue ink.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II - RFP REQUIREMENTS

Request For Proposal: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and nine (9) copies** of the RFP shall be submitted to the address on the cover letter.

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the administrator understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

REQUIREMENTS:

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with Training Equipment Operator's projects is required and

will be scored accordingly during the evaluation process. The attached questionnaire needs to be completely answered.

Required Certificates and Submittal: This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS, and HIDALGO COUNTY that you possess that deem you as a qualified provider. The consulting services firm(s) should add copies of their Professional Liability Insurance.

QUESTIONNAIRE

ALL QUESTIONS MUST BE ANSWERED. DO NOT LEAVE BLANKS AND FILL IN N/A IF NON-APPLICABLE.

1. How many years of experience has your business had, on support & maintenance for ShoreTel equipment?

i. 1 year

2. List years of experiences on those technicians that will be assigned to assist Hidalgo County on support & maintenance

ii. 1 year minimum experience

iii. 1 year maximum experience

3. List Similar accomplished installations of ShoreTel Equipment within a governmental Entity or Private Sector

a) 1 year - Doctor's Hospital at Renaissance

b) _____

c) _____

d) _____

e) _____

4. How many experienced technicians will be assigned to Hidalgo County

a) 2

* The following numbers are for installation only.
Support will be provided by the ShoreTel Enterprise Support Team.

SECTION II – RFP REQUIREMENTS

UNDERSTANDING OF THE PROJECT

Thank you for offering Lava Concepts & Consulting the opportunity to prepare a proposal estimate for you. I am confident that I can make your project a complete success. Lava Concepts & Consulting brings the knowledge, experience, planning, implementation, training and support to implement your project quickly, with minimal interruption to maximize your return on investment.

Because of my expertise and extensive knowledge of the ShoreTel VOIP solution and the architecture and design process, I can offer Hidalgo County a smooth transition in implementing a VOIP phone solution. I can provide both ShoreTel Enterprise Support and hardware solutions, including consultation and installation of hardware.

Lava Concepts & Consulting offers local representation that can address the needs of Hidalgo County. Lava Concepts can offer onsite analysis, as well as, the ability to respond to emergency situations. My office is located just fifteen minutes from both the courthouse and annex building of Hidalgo County. I can assist with critical support issues when an onsite presence is needed or requested. Lava Concepts & Consulting can provide disaster recovery solutions, and will be accessible during critical times of crisis.

COMPANY HISTORY

Since 1988, I have been involved with computer programming on various levels. At the age of 17, as a senior in high school, I wrote my first computer program and sold it to Finery Design, a maquiladora company in the McAllen Foreign Trade Zone. The program was an inventory system that provided automated inventory replenishment based on new and current orders in production. This helped set the stage for a career in the programming field. My work and expertise consists of database programming for maquiladoras and private industry, which included invaluable experiences with companies such as, L & F Distributors and Ticket Master in the Rio Grande Valley. While at Ticket Master, I served as the lead programming engineer in the development and implementation of HERMES, their automated ticket ordering system. In 2002, I began consulting projects in the areas of finance, accounting, accounts payable, accounts receivable, fixed assets and payroll. I currently provide financial software consulting for Hidalgo and Starr County, as well as many school districts throughout the Valley. I have implemented many projects for Starr County including the design, implementation and training of the employee leaves system and direct deposit module for payroll. I also provide extensive support for Rio Grande City Consolidated Independent School District, where I have improved their day to day processes in all areas of finance, as well as, providing custom reports and I have been involved in many projects in the areas of finance and payroll.

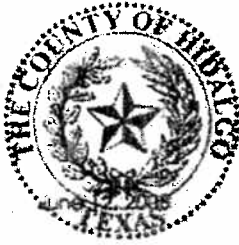
Lava Concepts & Consulting currently provides the hardware for Hidalgo County's TAAP solution and has been involved in the development process between the hardware and software interface. Lava Concepts has also demonstrated the ability to sell, plan, implement, install, and provide support for the ShoreTel VOIP solution, with a full design plan for Doctor's Hospital at Renaissance. DHR currently has deployed solutions for there Women's Hospital, Behavioral Hospital, Oncology Center, and several remotes sites. Lava is the sole provider for all of DHR's VOIP solution needs.

PERSONNEL AND STAFFING

I am the sole employee of Lava Concepts & Consulting and will be providing all services needed to implement this project.

Again, thank you for the opportunity to present my proposed solution. Lava Concepts & Consulting provides full service deployment, detailed training and support, with an ongoing commitment of excellence in quality, service, and value. I look forward to the opportunity to show you the creativity, expertise and commitment I have to solving your business needs.

EXHIBIT "B"
VENDOR'S PROPOSAL



PURCHASING DEPARTMENT
County Of Hidalgo

Ruperto Lee Gonzalez, Owner
LAVA Concepts & Consulting
3908 Warbler Avenue
McAllen, TX 78504

Re: Negotiation and/or Clarification RFP-2008-152-02-13-UBM - Support & Maintenance of Hidalgo County Phone System-Hidalgo County

Mr. Gonzalez,

Pursuant to our negotiations meeting held on Friday, June 6, 2008 regarding the referenced RFP, we are hereby requesting further negotiation and/or clarification of the following: Please respond by acknowledging with AGREE or DISAGREE and or, ALTERNATE OFFER. (All responses will become part of the final negotiated contract document as exhibits).

- 1) LAVA Concepts & Consulting will provide Hidalgo County with a Shore Tel Enterprise Agreement for the direct maintenance and support for Hidalgo County Shore Tel phone system and equipment. After award LAVA Concepts & Consulting agrees to submit a Shore Tel Enterprise Agreement between LAVA and Shore Tel for the direct maintenance and support of Hidalgo County Phone System.

Agree _____ Disagree _____ or, Alternate Offer

see Attached

- 2) In the event, the County of Hidalgo chooses to extend its sole option to exercise a one (1) year option to renew/extend (for up to four (4) additional one (1) year terms), the County of Hidalgo requests a fixed fee commitment of \$ 46,859.77 from LAVA Concepts & Consulting on an annual amount basis. In addition, if Shore Tel fails to respond, LAVA Concepts will commit to a two (2) hour service response time when requested by Hidalgo County.

Agree _____ Disagree _____ or, Alternate Offer

see Attached

Response to this negotiations/clarification is due by no later than 3:00 P.M., June 12, 2008 to via email leticia.soenz@co.hidalgo.tx.us and facsimile to (956) 318-2629.

Thank you for your prompt attention and cooperation to this important matter. Should you have any questions or require additional information, please do not hesitate to call me at (956) 292-7000 x-4861.

Respectfully,

Leticia H. Soenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

cc: Renan Ramirez, IT Director
Marilyn Salazar, CPPB/Purchasing Agent
Barron Yela, Asst. Purchasing Agent
Laura Renteria-Maya, Buyer II
Pfe

renan@co.hidalgo.tx.us
Marilyn.salazar@co.hidalgo.tx.us
barron.yela@co.hidalgo.tx.us
laura.maya@co.hidalgo.tx.us

Leticia,

The following are my responses to the *Negotiation and/or Clarification-RFP-2008-152-02-13-LRM-Support & Maintenance of Hidalgo County Phone System-Hidalgo County*:

- 1) I will provide a ShoreCare Enterprise Support Agreement, which will include my Company Information on page 3 of the agreement.
- 2) I will not commit to a fixed fee commitment. My proposal includes prices for a one year, three year, or five year commitment from Hidalgo County for existing equipment. In order to receive the three or five year reduced prices, Hidalgo County would have to commit upfront to a three or five year commitment that is not optional on a yearly basis. I did provide a one year agreement if Hidalgo County would like to have the option to renew on a yearly basis. Also, the support proposal is based on existing equipment counts. The support prices are prorated throughout the year on purchases of new equipment. Then on each new renewal the equipment count will be evaluated and then a new support price will be determined. Lava Concepts can commit that I will continue to offer Hidalgo County a 10% discount from List Price on Support. Last, Lava Concepts can commit to a two hour response time when requested by Hidalgo County when ShoreTel fails to respond.

To clarify further, Lava Concepts will and can commit to a fixed 10% discount from List Price for Support & Maintenance fees, as well as, a 20% discount from List Price for Equipment Purchases. My Price List will be determined on a yearly basis. List Prices are determined by ShoreTel, Inc. and are subject to change. This is my best and final offer.

Thank You,

Lee Gonzalez
Lava Concepts & Consulting

Lava Concepts & Consulting
 3808 Warbler Ave.
 McAllen, TX 78504
 Lee Gonzalez
 959-448-8338

Lava Concepts & Consulting Proposed Equipment Price List with Support

Customer: Hidalgo County
 2802 So. Business 281
 Edinburg, Texas 78539
 Attn: Martha L. Salazar
 Date: 21-Apr-08

Description	Quantity	SKU#	List Price	Net Price	Support Price
ShoreWare Voice Switches:					
ShoreGear 4018	1	10142	\$ 1,995.00	\$ 1,586.00	\$ 79.80
ShoreGear 60V12	1	10168	\$ 2,995.00	\$ 2,386.00	\$ 119.80
ShoreGear 120V24	1	10134	\$ 4,995.00	\$ 3,986.00	\$ 199.80
ShoreGear 60	1	10256	\$ 1,995.00	\$ 1,586.00	\$ 79.80
ShoreGear 60	1	10290	\$ 2,995.00	\$ 2,386.00	\$ 119.80
ShoreGear 11	1	10144	\$ 3,495.00	\$ 2,786.00	\$ 139.80
ShoreGear 220V11	1	10261	\$ 7,495.00	\$ 5,986.00	\$ 299.80
ShoreGear 220V11A	1	10229	\$ 8,195.00	\$ 6,586.00	\$ 327.80
ShoreWare Application Server:					
ShoreTel 7.0 Software (Controlled Release)	1	29122	\$ -	\$ -	\$ -
ShoreTel 7.3 Software (Controlled Release)	1	29123	\$ -	\$ -	\$ -
Extension & Mailbox License	1	30035	\$ 200.00	\$ 160.00	\$ 32.00
Extension-only License	1	30039	\$ 140.00	\$ 112.00	\$ 22.40
Mailbox-only License	1	30040	\$ 90.00	\$ 72.00	\$ 14.40
Softphone License	1	30008	\$ 150.00	\$ 120.00	\$ 24.00
SIP Trunk Software License (requires ShoreTel 6. If you have a Call Bridge, you must upgrade it to Release 5.6)	1	30043	\$ 50.00	\$ 40.00	\$ 8.00
Additional Site License	1	30044	\$ 495.00	\$ 396.00	\$ 79.20
ShoreTel TAPI Application Server License	1	30046	\$ 495.00	\$ 396.00	\$ 79.20
ShoreTel Remote Web Reporting License	1	30048	\$ 2,895.00	\$ 2,156.00	\$ 431.20
Converged Conference Bridges:					
Base Unit Conference Bridge, Max 48 Ports	1	10243	\$ -	\$ -	\$ -
Enhanced Conference Bridge, Max 96 Ports	1	10244	\$ 1,000.00	\$ 800.00	\$ 160.00
Base Audio Conference SW with 12 Ports	1	10245	\$ 9,500.00	\$ 7,440.00	\$ 1,488.00
Base Audio & Web Conference SW with 12 Ports	1	10246	\$ 15,800.00	\$ 12,480.00	\$ 2,496.00
Add-on Audio Conference SW (12 Ports)	1	10247	\$ 8,700.00	\$ 6,860.00	\$ 1,392.00
Add-on Audio & Web Conference SW (12 Ports)	1	10248	\$ 13,200.00	\$ 10,560.00	\$ 2,112.00
Add-on Audio & Document Sharing SW (12 Ports) (Version 4.5 only)	1	10254	\$ 14,400.00	\$ 11,520.00	\$ 2,304.00
Base Conference Bridge Upgrade, 1st 12 Web Ports (requires Call Bridge Release 5.6)	1	10249	\$ 10,320.00	\$ 8,256.00	\$ 1,651.20
Base Conference Bridge Upgrade, additional 12 Web Ports	1	10250	\$ 5,480.00	\$ 4,384.00	\$ 876.80
Upgrade, 12 Document Ports to Application Sharing	1	10251	\$ 2,500.00	\$ 2,000.00	\$ 400.00
ShoreWare Client Software:					
Personal Call Manager without Phone	1	30001	\$ 125.00	\$ 100.00	\$ 20.00
Operator Call Manager	1	40002	\$ 595.00	\$ 476.00	\$ 95.20
Agent Call Manager	1	40003	\$ 295.00	\$ 236.00	\$ 47.20
Supervisor Call Manager	1	40004	\$ 595.00	\$ 476.00	\$ 95.20
Mobile Call Manager (requires ShoreTel v7.5 or later)	1	30051	\$ 95.00	\$ 76.00	\$ 15.20

Prices does not include shipping cost.
 Support Prices are for 1 year of Enterprise Support. Support will be provided as per the contract specifications.

Enterprise Support Agreement without Phones

Prepared for ShoreTel Customer: **Hidalgo County**

Quote Generated: **04/21/2008**

Current ShoreCare Expiration:

Port/Client

Qty Count

Agreement Term:
List Price*

	Qty	Count	List Price*	1Yr	3Yr	5Yr
ShoreGear 40/8	9	72	\$ 17,955	\$ 718.20	\$ 1,939.14	\$ 3,052.35
ShoreGear 60/12	10	120	\$ 29,950	\$ 1,198.00	\$ 3,234.80	\$ 5,091.50
ShoreGear 120/24	23	552	\$ 114,895	\$ 4,595.40	\$ 12,407.58	\$ 19,530.45
ShoreGear T1	9	--	\$ 37,456	\$ 1,298.20	\$ 3,397.14	\$ 5,347.35
Extension & Mailbox License	1,268	1,268	\$ 253,600	\$ 40,576.00	\$ 109,565.20	\$ 172,448.00
Extension-only License	119	119	\$ 16,880	\$ 2,665.60	\$ 7,197.12	\$ 11,328.80
Softphone License	30	--	\$ 4,500	\$ 720.00	\$ 1,944.00	\$ 3,060.00
Distributed Voice Services License	6	--	\$ 5,970	\$ 965.20	\$ 2,579.04	\$ 4,059.80
Personal Call Manager	1,387	N/A	\$ -	\$ -	\$ -	\$ -
Operator Call Manager	10	N/A	\$ 5,950	\$ 952.00	\$ 2,570.40	\$ 4,046.00
Supervisor Call Manager	80	N/A	\$ 47,600	\$ 7,616.00	\$ 20,663.20	\$ 32,368.00
TOTAL Partner Price of All ShoreTel Products:				\$ 61,254.60	\$ 165,367.42	\$ 260,332.05
Additional Discounts:				\$ 8,126.46	\$ 16,639.74	\$ 26,033.21
TOTAL Price of All ShoreTel Products after Discounts:				\$ 55,128.14	\$ 148,848.88	\$ 234,298.84

Lava Concepts & Consulting
 3908 Warbler Ave.
 McAllen, TX 78504
 Lee Gonzalez
 956-648-8559

Lava Concepts & Consulting Proposed Equipment Price List

Customer: Hidalgo County
 2802 So. Business 281
 Edinburg, Texas 78539
 Attn: Martha L. Salazar
 Date: 21-Apr-08

Description	Quantity	SKU #	Unit List	List Price	Net Price
ShoreGear Voice Switches:					
ShoreGear 40/8	1	10142	\$ 1,995.00	\$ 1,995.00	\$ 1,598.00
ShoreGear 60/12	1	10185	\$ 2,995.00	\$ 2,995.00	\$ 2,386.00
ShoreGear 120/24	1	10134	\$ 4,995.00	\$ 4,995.00	\$ 3,996.00
ShoreGear 50	1	10258	\$ 1,995.00	\$ 1,995.00	\$ 1,598.00
ShoreGear 90	1	10260	\$ 2,995.00	\$ 2,995.00	\$ 2,386.00
ShoreGear T1	1	10144	\$ 3,495.00	\$ 3,495.00	\$ 2,796.00
ShoreGear Z20T1	1	10261	\$ 7,495.00	\$ 7,495.00	\$ 5,996.00
ShoreGear Z20T1A	1	10229	\$ 8,195.00	\$ 8,195.00	\$ 6,596.00
ShorePhone Telephones:					
ShorePhone IP 110 - Black	1	10177	\$ 149.00	\$ 149.00	\$ 119.20
ShorePhone IP 115 - Silver (requires v7.5 software)	1	10216	\$ 159.00	\$ 159.00	\$ 127.20
ShorePhone IP 115 - Black (requires v7.5 software)	1	10217	\$ 159.00	\$ 159.00	\$ 127.20
ShorePhone IP212K - Silver	1	10199	\$ 299.00	\$ 299.00	\$ 239.20
ShorePhone IP212K - Black	1	10198	\$ 299.00	\$ 299.00	\$ 239.20
ShorePhone IP230 - Silver	1	10197	\$ 259.00	\$ 259.00	\$ 207.20
ShorePhone IP230 - Black	1	10196	\$ 259.00	\$ 259.00	\$ 207.20
ShorePhone IP230 - Silver (requires v7.5 software)	1	10218	\$ 369.00	\$ 369.00	\$ 295.20
ShorePhone IP 265 - Silver (requires v7.5 software)	1	10219	\$ 369.00	\$ 369.00	\$ 295.20
ShorePhone IP 265 - Black (requires v7.5 software)	1	10148	\$ 349.00	\$ 349.00	\$ 279.20
ShorePhone IP560 - Silver	1	10156	\$ 349.00	\$ 349.00	\$ 279.20
ShorePhone IP560 - Black	1	10203	\$ 429.00	\$ 429.00	\$ 343.20
ShorePhone IP560g - Silver	1	10204	\$ 429.00	\$ 429.00	\$ 343.20
ShorePhone IP565 - Silver (requires v7.5 software)	1	10220	\$ 599.00	\$ 599.00	\$ 479.20
ShorePhone IP565 - Black (requires v7.5 software)	1	10221	\$ 599.00	\$ 599.00	\$ 479.20
ShorePhone BB 24 - Silver	1	10174	\$ 299.00	\$ 299.00	\$ 239.20
ShorePhone BB 24 - Black	1	10175	\$ 299.00	\$ 299.00	\$ 239.20
ShorePhone IP28000 - Conference Phone	1	10263	\$ 1,299.00	\$ 1,299.00	\$ 1,039.20
ShorePhone Power Adaptor for Ethernet speed of 10/100 (min 10 w/o phone order)	10	10157	\$ 35.00	\$ 350.00	\$ 280.00
ShorePhone Gig Power Adaptor 10/100/1000	10	10269	\$ 55.00	\$ 550.00	\$ 440.00
ShorePhone AP100 (minimum 3)	3	10126	\$ 139.00	\$ 417.00	\$ 333.60
ShoreWare Application Server:					
ShoreTel 7.0 Software (Controlled Release)	1	29122	\$ -	\$ -	\$ -
ShoreTel 7.5 Software (Controlled Release)	1	29123	\$ -	\$ -	\$ -
Extension & Mailbox License	1	30035	\$ 200.00	\$ 200.00	\$ 160.00
Extension-only License	1	30039	\$ 140.00	\$ 140.00	\$ 112.00
Mailbox-only License	1	30040	\$ 90.00	\$ 90.00	\$ 72.00
Softphone License	1	30006	\$ 150.00	\$ 150.00	\$ 120.00
SIP Trunk Software License (requires ShoreTel 6. If you have a Conf Bridge, you must upgrade it to Release 5.6)	1	30043	\$ 50.00	\$ 50.00	\$ 40.00

Description	Quantity	SKU #	Unit List	List Price	Net Price
Additional Site License	1	30044	\$ 495.00	\$ 495.00	\$ 396.00
ShoreTel TAPI Application Server License	1	30049	\$ 495.00	\$ 495.00	\$ 396.00
ShoreTel Remote Web Reporting License	1	30048	\$ 2,695.00	\$ 2,695.00	\$ 2,156.00
Converged Conference Bridges:					
Base Unit, Conference Bridge, Max 48 Ports	1	10243	\$ -	\$ -	\$ -
Enhanced, Conference Bridge, Max 96 Ports	1	10244	\$ 1,000.00	\$ 1,000.00	\$ 800.00
Base, Audio Conference SW with 12 Ports	1	10245	\$ 9,300.00	\$ 9,300.00	\$ 7,440.00
Base, Audio & Web Conference SW with 12 Ports	1	10246	\$15,600.00	\$15,600.00	\$12,480.00
Add-on, Audio Conference SW (12 Ports)	1	10247	\$ 8,700.00	\$ 8,700.00	\$ 6,960.00
Add-on, Audio & Web Conference SW (12 Ports)	1	10248	\$13,200.00	\$13,200.00	\$10,560.00
Add-on, Audio & Document Sharing SW (12 Ports) (Version 4.5 only)	1	10254	\$14,400.00	\$14,400.00	\$11,520.00
Base, Conference Bridge Upgrade, 1st 12 Web Ports (requires Core Bridge Release 5.6)	1	10249	\$10,320.00	\$10,320.00	\$ 8,256.00
Base, Conference Bridge Upgrade, additional 12 Web Ports	1	10250	\$ 9,480.00	\$ 9,480.00	\$ 7,584.00
Upgrade, 12 Document Ports to Application Sharing	1	10251	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00
ShoreWare Client Software:					
Personal Call Manager without Phone	1	30001	\$ 125.00	\$ 125.00	\$ 100.00
Personal Call Manager	1	30001	\$ 125.00	\$ 125.00	\$ 100.00
Operator Call Manager	1	40002	\$ 595.00	\$ 595.00	\$ 476.00
Agent Call Manager	1	40003	\$ 295.00	\$ 295.00	\$ 236.00
Supervisor Call Manager	1	40004	\$ 595.00	\$ 595.00	\$ 476.00
Mobile Call Manager (requires ShoreTel v7.5 or later)	1	30051	\$ 85.00	\$ 85.00	\$ 76.00
Other Equipment Pricing Estimate:					
IP110 / 115 / BB24 Wall Mount Kit	1	10195	\$ 13.00	\$ 13.00	\$ 13.00
IP212K / 230 / 265 Wall Mount Kit	1	10211	\$ 13.00	\$ 13.00	\$ 13.00
IP560 Wall Mount Kit	1	10169	\$ 12.25	\$ 12.25	\$ 12.25
Handset, IP phone	1	10162	\$ 27.00	\$ 27.00	\$ 27.00

Prices does not include shipping cost.
Prices does not include support. Support will be provided as per the contract specifications.

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE
5/13/2009

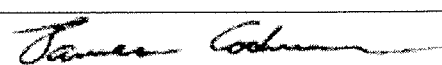
PRODUCER TECHINSURANCE 1301 Central Expy South, Suite 115 Allen, TX, 75013 (800) 668-7020	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	
INSURED Ruperto Lee Gonzalez dba Lava Concepts & Consulting 135 Paseo Del Prado Ave Ste 55 Edinburg, TX 78539	INSURER A: The Hartford	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	46SBMUB0851	3/27/2009	3/27/2010	EACH OCCURRENCE	\$ 1000000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000
					MED EXP (Any one person)	\$ 10000
					PERSONAL & ADV INJURY	\$ 1000000
					GENERAL AGGREGATE	\$ 2000000
					PRODUCTS - COMP/OP AGG	\$ 2000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER PROFESSIONAL LIABILITY (Errors & Omissions) FIDELITY BOND (Third Party Employee Dishonesty) EMPLOYMENT PRACTICES LIABILITY				CLAIMS-MADE OCCURRENCE AGGREGATE	
					EACH OCCURRENCE	
					EACH OCCURRENCE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER Hidalgo County 2802 S. Business Hwy. 281 New Administration Building Edinburg, TX 78539 ATTN: Vangie Y. Garcia	ADDITIONAL INSURED; INSURER LETTER: <u>A</u>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	--	--



CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

- This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: RUPERTO LEE GONZALEZ - DBA LAVA CONCEPTS & CONSULTING							
ADDRESS OF NAMED INSURED: 3908 WARBLER AVE., MCALLEN, TEXAS 78504							
POLICY NUMBER	092 8994-A07-53D						
EFFECTIVE DATE OF POLICY	JANUARY 7, 2009	THRU JULY 7, 2009					
DESCRIPTION OF VEHICLE (Including VIN)	2008 TOYOTA HIGHLANDER JTEDS42A382060469						
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person	100,000						
Each Accident	300,000						
b. Property Damage							
Each Accident	100,000						
c. Bodily Injury & Property Damage Single Limit							
Each Accident							
PHYSICAL DAMAGE COVERAGES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
a. Comprehensive	\$ 500 Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
	\$ 500 Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Leo Rodriguez By: Neal C. J.
 Signature of Authorized Representative

AGENT Title 53-6426 Agent's Code Number 05/13/2009 Date

Name and Address of Certificate Holder	Name and Address of Agent
HIDALGO COUNTY	LEONEL LEO RODRIGUEZ 740 NOLANA, SUITE #4 MCALLEN, TEXAS 78504

Affidavit & Indemnity Agreement

Date: April 3, 2006

Affiant: LAVA Concepts & Consulting

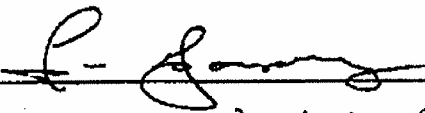
Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Ruperto Lee Gonzalez states she is a sole proprietor doing business as LAVA Concepts & Consulting with Hidalgo County under _____ dated _____. Affiant will provide services for Hidalgo County under a Hidalgo County Purchase Order # _____ as approved on _____.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.


Printed Name of Affiant: Ruperto Lee Gonzalez

SWORN AND SUBSCRIBED TO under oath before me on 3rd day of April, 2006



Angela Garcia
Notary Public, State of Texas

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return) Ruperto Lee Gonzalez	
Business name, if different from above Lava Concepts & Consulting	
Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 135 Paseo Del Prado, Suite 55	Requester's name and address (optional)
City, state, and ZIP code Edinburg, TX 78539	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

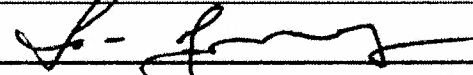
Social security number
or
Employer identification number
20 3621077

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ 4/30/2009

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,