

Requisition

Req # 00189392

PO #

Date: 02/01/11

*Consent
#25097
2/8/11*

Bill To: x
x

Vendor : 381586
MAVERICK SHREDDING
1905 JOE STEPHENS AVE.
WESLACO TX 78596
FAX (956)968-8127

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
1.00		DO NOT DUPLICATE ORDER OM DESTRUCTION OF CONFIDENTIAL MEDICAL RECORDS AND OTHER DOCUMENTS CERTIFICATE OF DESTRUCTION MUST BE PROVIDED LOCATION: 1304 SOUTH 25TH AVE EDINBURG., TEXAS 78542		.00
26.00	EACH	OM 96 GALLON CONTAINER SERVICE	40.00	1,040.00
26.00	EACH	OM OFFICE CONSOLE SERVICE	18.00	468.00
250.00	EACH	OM PURGE PER BOX (BANKER)	3.50	875.00
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1100-441-00-340-001-0-350	2,383.00	
			Freight	.00
			Total	2,383.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Key # 189392

MAVERICK

Service Agreement

Customer: Hidalgo County Health & Human Services Dept Date: 1/31/2011

Delivery Address:
1304 S. 25TH AVE.
EDINBURG, TX 78542

Phone: 956-383-6221
Fax: 956-383-3229
E-Mail: LOSIE.ESCALANTE@HCHD.ORG

Billing Address:
SAME

Phone: _____
Fax: _____
E-Mail: _____

Service Contact: SILVIA PEÑA
A/P Contact: _____

Recurring Service

Description	Service	Quantity	Unit Price	Replacement Value
96 GALLON SERVICE	EOW	1	40 ⁰⁰	\$150 ⁰⁰
OFFICE CONSOLE SERVICE	EOW	1	18 ⁰⁰	\$100 ⁰⁰
PURGE POP BOX (BANKED)	EA.	TBD	3.50 ⁰⁰	

Minimum Charge	Ø
Service Charge	Ø

The Parties have agreed to this Service Agreement (Terms and Conditions on Reverse) on the date written above.

Maverick Shredding

Signed: [Signature]
Print Name: MOZART MAERZ
Title: Sales Manager

Customer

Signed: _____
Print Name: _____
Title: _____



The undersigned, its successors and assigns ("CUSTOMER") orders from Maverick Shredding or any of its, successors and assigns ("COMPANY") all of the Customer's shredding requirements during the term of this Agreement, all in accordance with the pricing, terms and upon the conditions contained herein.

Company will provide containers, for collection, and shredding of all of Customer's confidential information as herein provided. "Confidential Information" means any information relating to Customer's property, business and affairs.

This Agreement is effective as of the date of execution above and shall remain in effect for thirty-six (36) months from the date of installation. This Agreement shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, sixty (60) days in advance of the expiration of the then current term. Company has the right to increase prices and/or service charges. Such notice may be in the form of an invoice. The Customer has the right to reject these increases. If Customer rejects the increases, Company may terminate this Agreement.

Customer agrees to notify Company, in writing, of any hazardous materials; including, but not limited to medical waste that may be picked up by Company while providing services under this Agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

All containers remain the property of the Company. In the event items are lost, damaged, or destroyed by any means, the Customer will pay for said containers at the then current replacement values.

Company guarantees to deliver the highest quality shredding service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all containers are paid for at the then current replacement values or returned to Company in good and usable condition.

Additional containers and services may be added to this Agreement and shall automatically become a part of and subject to the terms hereof. If this Agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by Customer prior to the applicable expiration date for any reason other than for documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, 50% of the average invoice total multiplied by the number of invoices remaining in the unexpired term. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination. Any dispute or matter arising in connection with or relating to this Agreement shall be resolved by binding and final arbitration under applicable state or federal laws providing for the enforcement of Agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party.

Limitation of Liability. Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.

The Customer certifies that the Company is in no way infringing upon any existing contact between the Customer and another service provider.