

**AI-25453**

**2.A.**

**Human Services Coordinator**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.  
Department: HEALTH & HUMAN SERVICES DEPT.  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - Human Services Division (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-444-00-240-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 02-24-11

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Attachments

Link: [LIT](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora   | 02/22/2011 04:40 PM | APRV   |
| 2         | Veronica Ortiz      | Veronica Ortiz | 02/24/2011 01:18 PM | APRV   |
| 3         | Auditor's Office    |                | 02/24/2011 02:09 PM | NEW    |

Form Started By: Dairen Sarmiento  
Started On: 02/22/2011 03:42 PM  
Final Approval Date: 02/24/2011

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DATE: 3-1-11  
 DEPARTMENT HEAD: Dairen Sarmiento  
 DEPARTMENT NAME: HUMAN SERVICES  
 ACCOUNT NUMBER: 1-1100-444-00-240-001-0-

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code: Chapter 111, Subchapter C.:

ACCOUNT NUMBER: 1-1100-444-00-240-001-0-

| FROM:       |                            | TO:         |                |           |
|-------------|----------------------------|-------------|----------------|-----------|
| OBJECT CODE | OBJECT NAME                | OBJECT CODE | OBJECT NAME    | AMOUNT    |
| 601         | Office & Computer Supplies | 431         | r & m services | \$ 200.00 |

reason: for ada compliant door knob and labor

TOTAL \$ 200.00

Dairen Sarmiento  
 Department Head Signature

2/22/2011  
 Date

\_\_\_\_\_  
 Approved Commissioners' Court

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Attest County Clerk

**AI-25433**

**2.B.**

**2011 - Health & Human Services Dept. PHER LIT (1293)**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.  
Submitted For: Mike Escaname  
Department: HEALTH & HUMAN SERVICES DEPT.  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-042-1-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Available account balance as of 2-18-11

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Attachments

Link: [LIT](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/18/2011 02:17 PM | APRV   |
| 2         | JC Carreon          | JC Carreon   | 02/18/2011 03:51 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong   | 02/24/2011 01:26 PM | APRV   |

Form Started By: Mike Escaname  
Started On: 02/18/2011 02:12 PM

Final Approval Date: 02/24/2011

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**AI-25481**

**2.C.**

**Intra-Departmental Transfer**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: SANDRA DELEON, COUNTY JUDGE  
Submitted For: Oscar Montoya  
Department: COUNTY JUDGE  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - Emergency Management (1283)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1283-429-10-300-027-2-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funding available as of 2/24/11.

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Attachments

Link: [transfer](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/23/2011 04:48 PM | APRV   |
| 2         | Norma Silva         | Norma Silva  | 02/24/2011 10:15 AM | APRV   |
| 3         | Auditor's Office    | Linda Fong   | 02/24/2011 01:28 PM | APRV   |

Form Started By: SANDRA DELEON  
Started On: 02/23/2011 03:41 PM  
Final Approval Date: 02/24/2011

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**AI-25497**

**2.D.**

**2011 - County Clerks Office (1238)**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Rene Perez, COUNTY CLERK  
Submitted For: Rene Perez  
Department: COUNTY CLERK  
Agenda Category: 2011 Interdepartmental Transfers

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Information

CAPTION

2011 - County Clerk's Office (1238)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1238-415-40-180-004-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
funds available as of 02/24/2011

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Attachments

Link: [Line Item Transfer](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/23/2011 05:06 PM | APRV   |
| 2         | Ana Galvan          | Anna Galvan  | 02/24/2011 10:23 AM | APRV   |
| 3         | Auditor's Office    | Linda Fong   | 02/24/2011 01:43 PM | APRV   |

Form Started By: Rene Perez  
Started On: 02/23/2011 04:39 PM

Final Approval Date: 02/24/2011

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**AI-25451**

**2.E.**

**Line\_Item\_Transfer 02/22/2011**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Robert Leal, J.P. 4, 2  
Submitted For: Robert Leal  
Department: J.P. 4, 2  
Agenda Category: 2011 Intradep.(line-item) Transfers

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**Information**

**CAPTION**

2011 - J.P. 4/2 (1100)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-068-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
605-->583 - \$ 420.00; Funding available as of 2/24/11.

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**Attachments**

Link: [Line Item Transfer 02/02/2011](#)

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**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>        | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|---------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management | Erika Zamora       | 02/22/2011 04:39 PM | APRV          |
| 2                | Norma Silva         | Norma Silva        | 02/24/2011 10:09 AM | APRV          |
| 3                | Auditor's Office    | Linda Fong         | 02/24/2011 01:53 PM | APRV          |

Form Started By: Robert Leal  
Started On: 02/22/2011 01:57 PM

Final Approval Date: 02/24/2011

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**AI-25446**

**2.F.**

**Intradepartmental - County Court At Law #5**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT  
Submitted For: Joana Guerra  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - CCL 5 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-025-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds available as of 02/22/2011.

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Attachments

Link: [LIT](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/23/2011 01:44 PM | APRV   |
| 2         | JC Carreon          | JC Carreon   | 02/23/2011 03:15 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong   | 02/24/2011 01:54 PM | APRV   |

Form Started By: Sylvia Solis  
Started On: 02/22/2011 09:36 AM

Final Approval Date: 02/24/2011

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**AI-25487**

**2.G.**

**2011-Pct#1 Pks. (1100)**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Jorge Flores, COMM. PCT. #1  
Department: COMM. PCT. #1  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - Pct. #1 Pks. (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-121-013-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 02-24-11

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Attachments

Link: [2011-Pct#1 Pks. \(1100\)](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora   | 02/23/2011 05:03 PM | APRV   |
| 2         | Veronica Ortiz      | Veronica Ortiz | 02/24/2011 01:07 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 02/24/2011 01:56 PM | APRV   |

Form Started By: Jorge Flores  
Started On: 02/23/2011 04:29 PM

Final Approval Date: 02/24/2011

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**AI-25493**

**2.H.**

**2011-Pct#1 R&B (1200)**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Jorge Flores, COMM. PCT. #1  
Department: COMM. PCT. #1  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - Pct. #1 R&B (1200)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-005-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 02-24-11

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Attachments

Link: [2011-Pct#1 R&B \(1200\)](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora   | 02/23/2011 05:05 PM | APRV   |
| 2         | Veronica Ortiz      | Veronica Ortiz | 02/24/2011 01:09 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 02/24/2011 01:58 PM | APRV   |

Form Started By: Jorge Flores  
Started On: 02/23/2011 04:35 PM

Final Approval Date: 02/24/2011

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**AI-25490**

**2.I.**

**2011-Pct#1 San. (1100)**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Jorge Flores, COMM. PCT. #1  
Department: COMM. PCT. #1  
Agenda Category: 2011 Intradep.(line-item) Transfers

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**Information**

**CAPTION**

2011 - Pct. #1 San. (1100)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-121-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
funds available as of 02/24/2011

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**Attachments**

Link: [Line Item Transfer](#)

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**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>        | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|---------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management | Erika Zamora       | 02/23/2011 05:04 PM | APRV          |
| 2                | Ana Galvan          | Anna Galvan        | 02/24/2011 10:45 AM | APRV          |
| 3                | Auditor's Office    | Linda Fong         | 02/24/2011 01:59 PM | APRV          |

Form Started By: Jorge Flores  
Started On: 02/23/2011 04:32 PM

Final Approval Date: 02/24/2011

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**AI-25491**

**2.J.**

**2011-Pct#1 Admin. (1200)**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Jorge Flores, COMM. PCT. #1  
Department: COMM. PCT. #1  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - Pct. #1 Adm. (1200)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-004-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funding available as of 2/24/11.

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Attachments

Link: [2011-Pct#1 Admin. \(1200\)](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/23/2011 05:04 PM | APRV   |
| 2         | Norma Silva         | Norma Silva  | 02/24/2011 10:20 AM | APRV   |
| 3         | Auditor's Office    | Linda Fong   | 02/24/2011 02:00 PM | APRV   |

Form Started By: Jorge Flores

Started On: 02/23/2011 04:34 PM

Final Approval Date: 02/24/2011

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**AI-25494**

**2.K.**

**2011-Pct#1 TX DOT (1315)**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Jorge Flores, COMM. PCT. #1  
Department: COMM. PCT. #1  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - Pct. #1 TX DOT (1315)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1315-431-00-121-040-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 2-24-11

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Attachments

Link: [2011-Pct#1 TX DOT \(1315\)](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/23/2011 05:05 PM | APRV   |
| 2         | JC Carreon          | JC Carreon   | 02/24/2011 09:34 AM | APRV   |
| 3         | Auditor's Office    | Linda Fong   | 02/24/2011 02:01 PM | APRV   |

Form Started By: Jorge Flores Started On: 02/23/2011 04:37 PM

Final Approval Date: 02/24/2011

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**AI-25428**

**2.L.**

**Pct. #4 Landfill (1100)**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Jr. Munoz, COMM. PCT. #4  
Department: COMM. PCT. #4  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - Pct. #4 Landfill (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-124-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funding available as of 2/18/11.

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Attachments

Link: [LIT](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/18/2011 01:21 PM | APRV   |
| 2         | Norma Silva         | Norma Silva  | 02/18/2011 01:53 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong   | 02/24/2011 02:07 PM | APRV   |

Form Started By: Jr. Munoz

Started On: 02/18/2011 12:26 PM

Final Approval Date: 02/24/2011

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**AI-25502**

**2.M.**

**transfer to pay fees for Registration Fees**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Anna Galvan, BUDGET & MANAGEMENT  
Submitted For: Constable Pct. 2, Gilberto Avila  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - Constable Pct. 2 LEOSE (1220)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1220-421-00-292-002-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
funds available as of 02/23/2011

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Attachments

Link: [Line Item Transfer](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/24/2011 09:56 AM | APRV   |
| 2         | Norma Silva         | Norma Silva  | 02/24/2011 10:25 AM | APRV   |
| 3         | Auditor's Office    | Linda Fong   | 02/24/2011 02:08 PM | APRV   |

Form Started By: Anna Galvan  
Started On: 02/24/2011 08:34 AM

Final Approval Date: 02/24/2011

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# INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** February 22, 2011

**DEPARTMENT HEAD:** Gilbert "Chato" Alaniz

**DEPARTMENT NAME:** Constable Precinct #2

**ACCOUNT NUMBER:** 1-1220-421-00-292-002-0-XXX

**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<br>Object Code | Description            | TO<br>Object Code | Description             | Amount           |
|---------------------|------------------------|-------------------|-------------------------|------------------|
| 581                 | LEOSE TRAVEL IN COUNTY | 584               | LEOSE REGISTRATION FEES | \$ 427.79        |
|                     |                        |                   |                         |                  |
|                     |                        |                   |                         |                  |
|                     |                        |                   |                         |                  |
|                     |                        |                   |                         |                  |
|                     |                        |                   |                         |                  |
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|                     |                        |                   |                         |                  |
|                     |                        |                   |                         |                  |
|                     |                        |                   |                         |                  |
| <b>TOTAL</b>        |                        |                   |                         | <b>\$ 427.79</b> |

**REASON:** TO COVER FOR DEPUTYS REGISTRATION FEE ON TRAINING 3/6/11 TO 3/9/11

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-25478**

**2.N.**

**Constable Pct.5**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Roxanne Elizondo, CONSTABLE PCT. #5  
Submitted For: Roxanne Elizondo  
Department: CONSTABLE PCT. #5  
Agenda Category: 2011 Interdepartmental Transfers

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Information

CAPTION

2011 - Constable Pct. 5 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-295-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
funds available as of 02/24/2011

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Attachments

Link: [Line Item Transfer](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/23/2011 04:45 PM | APRV   |
| 2         | Ana Galvan          | Anna Galvan  | 02/24/2011 10:35 AM | APRV   |
| 3         | Auditor's Office    |              | 02/24/2011 02:09 PM | PEND   |

Form Started By: Roxanne Elizondo  
Started On: 02/23/2011 02:41 PM  
Final Approval Date: 02/24/2011

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INTRADEPARTMENTAL TRANSFER REQUEST

DATE: February 23, 2011

DEPARTMENT HEAD: DANIEL MARICHALAR

DEPARTMENT NAME: Constable Pct. 5

ACCOUNT NUMBER: 1-1100-421-00-295-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

| FROM:<br>OBJECT<br>CODE | OBJECT<br>NAME      | TO:<br>OBJECT<br>CODE | OBJECT<br>NAME  | AMOUNT          |
|-------------------------|---------------------|-----------------------|-----------------|-----------------|
| 605                     | CLOTHING & UNIFORMS | 611                   | POLICE SUPPLIES | \$1,000.00      |
|                         |                     |                       |                 |                 |
|                         |                     |                       |                 |                 |
|                         |                     |                       |                 |                 |
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|                         |                     |                       |                 |                 |
|                         |                     |                       |                 |                 |
| <b>TOTAL</b>            |                     |                       |                 | <b>1,000.00</b> |

REASON: Transfer is needed to purchase police supplies.

DANIEL MARICHALAR  
 \_\_\_\_\_  
 DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
 APPROVED COMMISSIONERS COURT

DATE                      ATTEST COUNTY CLERK

**AI-25484**

**3.A.**

**BCAP INTER-LIT (1312) L&P Subdivision to Colonia Whalen Subdivision  
Precinct No.12  
CC CONSENT**

Date: 03/01/2011  
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM  
Submitted For: Agapito Vargas  
Department: COLONIA ACCESS PROGRAM  
Agenda Category: 2011 Interdepartmental Transfers

Information

**CAPTION**

Pct. #1 BCAP (1312):  
Approval of 2011 interdepartmental transfer within Pct.1 BCAP from L&P Subdivision, program 362, to Colonia Whalen Road, program 185, in the total amount of \$879.00 to fund project expenditures.

**BACKGROUND**

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-121-XXX-0-733  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

1-1312-431-00-121-362-0-733 --> 1-1312-431-00-121-185-0-733 \$879.00 to fund project expenditures for Colonia Whalen Road.

Attachments

Link: [Colonia Whalen interdept transfer](#)

Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/23/2011 05:02 PM | APRV   |
| 2         | Ivan Cantu          | Ivan Cantu   | 02/24/2011 10:53 AM | APRV   |
| 3         | Auditor's Office    |              | 02/24/2011 02:09 PM | NEW    |

Form Started By: Marcie Jackson

Started On: 02/23/2011 03:57 PM

Final Approval Date: 02/24/2011

DATE: March 1, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

**2011**  
Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 Round III BCAP

ACCOUNT NUMBER: 1-1312-431-00-121-XXX-0-733

CONTACT PERSON: Ivan Cantu PHONE: (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

| INCREASE/DECREASE<br>ACCOUNT NUMBER     | ACCOUNT (OBJECT)<br>NAME |                  | AMOUNT   |
|---|--------------------------|------------------|----------|
| <b>FROM:</b>                            |                          |                  |          |
| 1-1312-431-00-121-362-0- 733            | L & P-                   | Drainage Ditches | (879.00) |
| <b>TO:</b>                              |                          |                  |          |
| 1-1312-431-00-121-185-0- 733            | Colonia Whalen Road-     | Drainage Ditches | 879.00   |
| <b>TOTAL BUDGET INCREASE (DECREASE)</b> |                          |                  | <b>-</b> |

REASON: To fund construction costs for drainage construction of Colonia Whalen Road Round III BCAP project (refer to AI #25454, CC 3-1-11 under Purchasing Dept).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

ATTEST, COUNTY CLERK

**AI-25459**

**3.B.**

**2011 R & B Interdept Transfer from P/U Rd, program #005 to Colonia Whalen (804) & Wes Mer (185)**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT  
Submitted For: Noe Montez, Pct. 1  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2011 Interdepartmental Transfers

Information

**CAPTION**

Pct. #1 R&B (1200):  
Approval of 2011 interdepartmental transfer from P/U Rd. program #005, to Colonia Whalen, program #185, and Wes-Mer Subdivision, program #804, in the total amount of \$16,341.48 to fund R & B portion of BCAP projects.

**BACKGROUND**

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-XXX-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
1-1200-431-00-121-005-0-673 --> 1-1200-431-00-121-XXX-0-731 \$16,341.48 to fund R & B portion for Colonia Whalen and Wes Mer S/D BCAP projects (cost overruns).

Funds available as of 2-23-11.

Attachments

Link: [Pct. 1 interdept transfer](#)

Form Routing/Status

| Route                           | Seq | Inbox               | Approved By  | Date                            | Status |
|---------------------------------|-----|---------------------|--------------|---------------------------------|--------|
| 1                               |     | Ivan Cantu          | Ivan Cantu   | 02/23/2011 01:09 PM             | APRV   |
| 2                               |     | Budget & Management | Erika Zamora | 02/23/2011 01:45 PM             | APRV   |
| 3                               |     | Erika Zamora        | Erika Zamora | 02/24/2011 09:59 AM             | APRV   |
| 4                               |     | Auditor's Office    |              | 02/24/2011 02:09 PM             | NEW    |
| Form Started By: Ivan Cantu     |     |                     |              | Started On: 02/23/2011 07:57 AM |        |
| Final Approval Date: 02/24/2011 |     |                     |              |                                 |        |

DATE: March 1, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

**2011**  
Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 R & B

ACCOUNT NUMBER: 1-1200-431-00-121-XXX-0-XXX

CONTACT PERSON: Ivan Cantu PHONE: (956) 292-7025 Ext. 5425

**SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

| INCREASE/DECREASE<br>ACCOUNT NUMBER     |     | ACCOUNT (OBJECT)<br>NAME     |                      | AMOUNT      |
|---|-----|------------------------------|----------------------|-------------|
| <b>FROM:</b>                            |     |                              |                      |             |
| 1-1200-431-00-121-005-0-                | 673 | Pct. 1 P/U Rd.-              | R & B R & M Supplies | (16,341.48) |
| <b>TO:</b>                              |     |                              |                      |             |
| 1-1200-431-00-121-185-0-                | 731 | Pct. 1- Colonia Whalen Road- | Roads                | 8,382.56    |
| 1-1200-431-00-121-804-0-                | 731 | Pct. 1- Wes Mer Subdivision- | Roads                | 7,958.92    |
| <b>TOTAL BUDGET INCREASE (DECREASE)</b> |     |                              |                      | <b>-</b>    |

REASON: To fund R & B portion of BCAP projects Colonia Whalen & Wes-Mer Subdivisions (cost overruns)

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

ATTEST, COUNTY CLERK

**AI-25329**

**3.C.**

**Interdepartmental Transfer - Pct 4 R&B (1200)**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Jr. Munoz, COMM. PCT. #4  
Department: COMM. PCT. #4  
Agenda Category: 2011 Interdepartmental Transfers

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Information

CAPTION

Pct. #4:

Approval of 2011 interdepartmental transfer within Pct. #4 (1200) from R&B (program 007) to Seminary Village Sub. (program 657 \$516.80) to Las Brisas (program 406 \$510.70), and to Administration (program 005 \$5,000.00) in the total amount of \$6,027.50

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-007-0-731  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Funding available as of 2-23-11

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Attachments

Link: [interdept transfer](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/23/2011 02:08 PM | APRV   |
| 2         | Manuel Chapa        | Manuel Chapa | 02/23/2011 04:25 PM | APRV   |
| 3         | Auditor's Office    |              | 02/24/2011 02:09 PM | NEW    |

Form Started By: Jr. Munoz Started On: 02/15/2011 10:13 AM  
Final Approval Date: 02/24/2011

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**2011 Interdepartmental transfer for Mailing Services**

**CC CONSENT**

Date: 03/01/2011  
 Submitted By: Erika Zamora, BUDGET & MANAGEMENT  
 Submitted For: Dina Trevino  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION

Mailing Services (1100):  
 Approval of 2011 interdepartmental transfer from Facilities Management to Mailing Services in the amount of \$10,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-X0-X2X-0XX-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Funds available as of 2/24/11.

Attachments

Link: [INTERDEPT TRSF](#)

Form Routing/Status

| Route Seq                       | Inbox               | Approved By  | Date                            | Status |
|---------------------------------|---------------------|--------------|---------------------------------|--------|
| 1                               | Budget & Management | Erika Zamora | 02/24/2011 11:39 AM             | APRV   |
| 2                               | Ivan Cantu          | Ivan Cantu   | 02/24/2011 12:48 PM             | APRV   |
| 3                               | Auditor's Office    |              | 02/24/2011 02:09 PM             | NEW    |
| Form Started By: Erika Zamora   |                     |              | Started On: 02/24/2011 11:36 AM |        |
| Final Approval Date: 02/24/2011 |                     |              |                                 |        |



**AI-25496**

**4.A.**

**Approval of Certificates**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: SANDRA DELEON, COUNTY JUDGE  
Submitted For: Yolanda Chapa  
Department: COUNTY JUDGE  
Agenda Category: Planning Department

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Information

CAPTION

Approval of Certificates of Plat and Utility Status under Local Government Code Section 232.028 (b)

BACKGROUND

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Fiscal Impact

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Attachments

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Link: [certificates](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/23/2011 05:06 PM | APRV   |
| 2         | Olga Garza          | Olga Garza   | 02/24/2011 09:29 AM | APRV   |
| 3         | Auditor's Office    |              | 02/24/2011 02:09 PM | NEW    |

Form Started By: SANDRA DELEON  
Started On: 02/23/2011 04:38 PM  
Final Approval Date: 02/24/2011

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| <b>Certificate of Plat &amp; Utility Status</b> |                       |
|---|-----------------------|
| <b>Applicant</b>                                | <b>Application No</b> |
| Gloria Alonzo                                   | 1-7158                |
| Hector Montemayor                               | 4-10305               |
| Sylvia Montano                                  | 4-10221               |
| Anna Martinez                                   | 4-10304               |
| Arnoldo Solis                                   | 4-9188                |
| Salvador Rodriguez                              | 4-10272               |
| Brett Southerst                                 | 4-10250               |
| Elizabeth Zamora                                | 1-7698                |
| Arturo & Beatriz Alvarez                        | 1-6886                |
| Brenda Banda                                    | 3-10971               |
| Juan M Ruiz                                     | 4-10263               |
| Emilio Garcia                                   | 4-10309               |
| Luis Arturo Ruiz                                | 4-9944                |
| Sergio Juarez                                   | 1-7720                |
| Araceli Gonzalez                                | 1-7722                |
| Joel Garcia                                     | 1-7696                |
| Elpidio Lopez                                   | 1-7712                |
| David A. Gutierrez                              | 1-7674                |
| Leticia Ruiz                                    | 1-7690                |
| Kyndel Bennett                                  | N/A - Subdivider      |
| G&D Financial Services                          | N/A - Subdivider      |
| Decisions Unlimited                             | N/A - Subdivider      |
| Jack McClelland                                 | N/A - Subdivider      |
| Mirella Solis                                   | N/A - Subdivider      |

**Pipeline Permits**

**CC CONSENT**

Date: 03/01/2011  
 Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.  
 Submitted For: Joe Pena  
 Department: RIGHT OF WAY DEPT.  
 Agenda Category: Right of Way

Information

CAPTION

1. Valley Telephone Cooperative, Inc.
  - a. We will be burring approx. 1,400' of 1/2 in. 25 pair copper cable along the south r.o.w. of Mile 16 Rd in McCook. The location is west of the intersection of FM 2058 & Mile 16 Rd. All pavements and concrete driveways will be bored.
  
2. The North Alamo Water Supply Corporation
  - a. Cerrito LS-10 (FM 491 ES/N 11N)- X Rd- Esteban Martinez- doing an upgrade from 3/4" to 1" service connection
  - b. Approximately 500' west of FM 88 on the south side of 19N- X Rd- Hugo Gonzalez- 3/4" service connection
  - c. La Paloma #2 L11 B4 (1015 ES/S 12N) - Bore- Jose Manuel Lozoya- 3/4" service connection

BACKGROUND

Fiscal Impact

Attachments

Link: [VTC/ NAWSC](#)

Form Routing/Status

| Route Seq                       | Inbox               | Approved By  | Date                            | Status |
|---------------------------------|---------------------|--------------|---------------------------------|--------|
| 1                               | Budget & Management | Erika Zamora | 02/23/2011 03:24 PM             | APRV   |
| 2                               | Olga Garza          | Olga Garza   | 02/24/2011 08:44 AM             | APRV   |
| 3                               | Auditor's Office    |              | 02/24/2011 02:09 PM             | NEW    |
| Form Started By: Sandra Garcia  |                     |              | Started On: 02/22/2011 01:37 PM |        |
| Final Approval Date: 02/24/2011 |                     |              |                                 |        |

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 1<sup>st</sup> day of March, 2011 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Valley Telephone Cooperative, Inc. hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 1/2 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of 25 pair copper cable material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. We will be burring approx. 1,400' of 1/2 in. 25 pair copper cable along the south r.o.w. of Mile 16 Rd in McCook. The location is west of the intersection of FM 2058 & Mile 16 Rd. All pavements and concrete driveways will be bored.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a telecommunications line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 1<sup>st</sup> day of March, 2011 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 2 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. Cerrito LS-10 (FM 491 ES/N 11N)- X Rd- Esteban Martinez-doing an upgrade from 3/4" to 1" service connection
- 2. Approximately 500' west of FM 88 on the south side of 19N- X Rd- Hugo Gonzalez- 3/4" service connection
- 3. La Paloma #2 L11 B4 (1015 ES/S 12N)- Bore- Jose Manuel Lozoya- 3/4" service connection

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

**AI-25455**  
**457 plan wd-**  
**CC CONSENT**

**6.A.**

Date: 03/01/2011  
Submitted By: Monica Badillo, EXECUTIVE OFFICE  
Department: EXECUTIVE OFFICE  
Agenda Category: Comm. Court Executive Office

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Information

CAPTION

Approval of 457 Plan hardship withdrawal requests for employee #032603 & 122335

BACKGROUND

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Fiscal Impact

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Attachments

Link: [form](#)

Link: [form](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/22/2011 04:40 PM | APRV   |
| 2         | Auditor's Office    |              | 02/24/2011 02:09 PM | NEW    |

Form Started By: Monica Badillo  
Started On: 02/22/2011 04:30 PM

Final Approval Date: 02/24/2011

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cc 3/1/11

Employee # 032603

### SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.  
Plan Name 457 Plan

Participant Name \_\_\_\_\_  
Address P.O. \_\_\_\_\_

Social Security No \_\_\_\_\_

**SECTION I - Hardship**  
I understand that this withdrawal is not a distribution, other than a distribution to me under the Plan, and is taxable as ordinary income unless I am at least 59 1/2 years of age and the withdrawal is for expenses as provided in the plan document.

IRS rules require that you repay the withdrawal within 12 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

- Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- Purchase (excluding mortgage payments) of my principal residence.
- Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- The need to prevent eviction from or mortgage foreclosure on my primary residence.
- Funeral or burial expenses for my parent, spouse, child or dependent.
- Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ \_\_\_\_\_ as deferrals \_\_\_\_\_

Total amount deferred as of \_\_\_\_\_

Have you ever taken a hardship withdrawal? \_\_\_\_\_ was the amount taken \$ \_\_\_\_\_

I hereby request a hardship withdrawal based on the reason above and agree to the requirements above and understand the tax implications of this withdrawal. I understand that there may be a fee charged to my account for processing this request.

**PARTICIPANT SIGNATURE** \_\_\_\_\_ Date 2-22-11

**SECTION II - Authorized Representative**  
As the Authorized Representative of the Participant, I agree to perform the ministerial acts relating to the hardship distribution. The Participant's signature is required on the plan document.

**AUTHORIZED PLAN REPRESENTATIVE**  
**SECTION III - Distribution**  
I agree to perform the ministerial acts relating to the hardship distribution. I understand that there may be a fee charged to my account for processing this request. I will provide copies of your plan documents and policies.

For Request to:  
Simpkins & Associates  
(972) 880-7133

### SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.  
Plan Name 457 PLAN

Employee #122 335

Participant Name

Address 410

Social Security N

**SECTION I - Hardship**

I understand that this withdrawal is not a distribution, other than to me under the Plan, taxable as ordinary income unless I am at least 59 1/2 years of age and the withdrawal is for expenses as provided in the plan document.

IRS rule

The IRS only applies to you.

- Medical expenses for the participant or any dependent (including medical care).
- Purchase (excluding mortgage payments) of my principal residence.
- Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- The need to prevent evictions or foreclosures.
- Funeral or burial expenses.
- Repair of casualty damage to my principal residence.

Hardship Requested \$ \_\_\_\_\_

Total amount deferred since \_\_\_\_\_

Have you ever taken a hardship withdrawal?

Amount taken \$ 200000

I hereby request a hardship withdrawal based on my account by \_\_\_\_\_

the requirements above and investment accounts, make the withdrawal and that there may be a fee

PARTICIPANT SIGNATURE \_\_\_\_\_

Date July 23 2011

**SECTION II - Authorization**

As the Authorized Plan Administrator, I authorize this hardship distribution. This authorization is subject to the provisions of the plan document and any other material acts relating to the plan.

AUTHORIZED PLAN REPRESENTATIVE \_\_\_\_\_

Date \_\_\_\_\_

**SECTION III - Distribution Procedure**

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:  
Simpkins & Associates  
(972) 960-7133

AI-25423

7.A.

**Texas Comptroller of Public Accounts (Dues)**

**CC CONSENT**

Date: 03/01/2011  
 Submitted By: Nielda Cavazos, PURCHASING DEPT.  
 Submitted For: Nielda Cavazos  
 Department: PURCHASING DEPT.  
 Agenda Category: Membership Dues

Information

**CAPTION**

Purchasing Dept:  
 Requesting approval to pay 2011 annual membership dues in the amount of \$100.00 (Req#187226) to the Texas Comptroller of Public Accounts for Martha Salazar, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

**BACKGROUND**

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-18-160-001-0-810  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

**BUDGETARY IMPACT:**

Funding available through Req # 187226 in the amount of \$100.00 as of 2/18/11 for Texas Comptroller of Public Accounts.

Attachments

Link: [Invoice](#)

Link: [Affidavit](#)

Form Routing/Status

| Route Seq                       | Inbox               | Approved By  | Date                            | Status |
|---------------------------------|---------------------|--------------|---------------------------------|--------|
| 1                               | Budget & Management | Erika Zamora | 02/18/2011 11:06 AM             | APRV   |
| 2                               | Erika Zamora        | Erika Zamora | 02/18/2011 01:50 PM             | APRV   |
| 3                               | Auditor's Office    |              | 02/24/2011 02:09 PM             | NEW    |
| Form Started By: Nielda Cavazos |                     |              | Started On: 02/18/2011 10:10 AM |        |
| Final Approval Date: 02/24/2011 |                     |              |                                 |        |

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



February 8, 2011

MARTHA L SALAZAR, PURCHASING DIRECTOR  
HIDALGO COUNTY  
100 EAST CANO ST, STE 202  
EDINBURG, TX 78539

Account number: C1080

RE: State of Texas Cooperative Purchasing Program  
Annual Membership Renewal

Dear Ms. Salazar:

Now is the time to keep the state of Texas' \$13 billion purchasing power working for you. Your entity's State of Texas Cooperative Purchasing Program (CO-OP) membership will expire on 03/10/2011.

Your CO-OP membership lets you enjoy the ability to save money on goods, save time by ordering through existing state contracts and order thousands of items online using the TxSmartBuy system. You also get the peace of mind knowing that the Texas Comptroller's office stands behind all contracts to ensure they offer the best value for the state of Texas.

To ensure uninterrupted access to all of the advantages of your CO-OP membership, including term contracts, TXMAS and travel contracts, please send your membership fee by 03/10/2011.

Everything you need to know to make the most of your CO-OP membership is on our website at [www.window.state.tx.us/procurement/prog/coop](http://www.window.state.tx.us/procurement/prog/coop) and in our CO-OP manual, listed on the site under "Publications" on the left-hand column.

We're at your service: Please feel free to contact us at (512) 463-3368 if you ever have any questions or comments about this program.

Thank you for your participation.

Sincerely,  
State of Texas CO-OP Team

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



February 8, 2011

MARTHA L SALAZAR, PURCHASING DIRECTOR  
HIDALGO COUNTY  
100 EAST CANO ST, STE 202  
EDINBURG, TX 78539

### **First Notice**

#### **State of Texas Cooperative Purchasing Program (CO-OP) Annual Membership Participation Fee**

Account number: C1080

Authorized signers: MARTHA L SALAZAR, PURCHASING DIRECTOR  
RAMON GARCIA, CO JUDGE

Primary e-mail address: MARTHA.SALAZAR@CO.HIDALGO.tx.us

Secondary e-mail address:

NOTE: If your agent of record (contact person) has changed, please go to [www.window.state.tx.us/procurement/prog/coop/coopform](http://www.window.state.tx.us/procurement/prog/coop/coopform) and complete the name change form.

DUE DATE: 03/10/2011

State of Texas CO-OP annual membership participation fee: \$100

Please make your check payable to: State Comptroller

Mailing address: Texas Comptroller of Public Accounts  
P.O. Box 13186  
Austin, TX 78711

Questions? Call (512) 463-3368, or e-mail [coop@cpa.state.tx.us](mailto:coop@cpa.state.tx.us).

Amount enclosed: \$ \_\_\_\_\_

NOTE: Payment must be received by the due date to ensure uninterrupted access to CO-OP membership contracts.

***Return this invoice with payment***

TO THE COUNTY AUDITOR  
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS  
COUNTY OF HIDALGO

I, Martha L Salazar, do hereby state that my membership in the Texas Comptroller of Public Accounts on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and
4. Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Martha L Salazar  
TITLE: Purchasing Agent

Before me Nilda Cavazos, a Notary Public, appeared Martha Salazar, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Nilda Cavazos  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

AI-25488

7.B.

**2011 (GCAT) Membership Dues**

**CC CONSENT**

Date: 03/01/2011  
 Submitted By: Jennilee Garza, COUNTY CLERK  
 Submitted For: Arturo Guajardo  
 Department: COUNTY CLERK  
 Agenda Category: Membership Dues

Information

CAPTION

County Clerk:

Requesting approval to pay the 2011 Governmental Collectors Association of Texas membership dues in the total amount of \$250.00 for the following County Clerk's Office Employees, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor:

| Employee Name        | Position Title         | Amount          |
|----------------------|------------------------|-----------------|
| Arturo Guajardo, Jr. | County Clerk           | \$50.00         |
| Annette C. Muniz     | Chief Deputy           | \$50.00         |
| Noe Lopez, Jr.       | Office Manager         | \$50.00         |
| Jason Rohr           | Collections Analyst    | \$50.00         |
| Arcilia Morales      | Collections Specialist | \$50.00         |
|                      | <b>TOTAL:</b>          | <b>\$250.00</b> |

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011                      ACCT. #: 1-1100-415-40-180-001-0-810  
 FUNDS AVAILABLE Y/N?: Y              MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 02/24/11, refer to Req. #00190599.

Attachments

Link: [GCAT 2011](#)

Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/23/2011 05:03 PM | APRV   |
| 2         | Sylvia Solis        | Sylvia Solis | 02/24/2011 09:54 AM | APRV   |

3 Auditor's Office

02/24/2011 02:09 PM NEW

Form Started By: Jennilee Garza

Started On: 02/23/2011 04:30  
PM

Final Approval Date: 02/24/2011

---





INVOICE RECEIVED BY:

J. Lopez on 2/20/11

GOODS/SERVICES RECEIVED BY:

J. Lopez on 2/23/11

**GCAT MEMBERSHIP RENEWAL FEE**

**INVOICE #174**

**MEMBERSHIP #0244- Arturo Guajardo Jr.**

**FEE AMOUNT: \$50.00**

**MEMBERSHIP RENEWAL FEES ARE DUE BY MARCH 31, 2011**

**REMIT FEES TO:**

**GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS  
P. O. BOX 764767  
DALLAS, TEXAS 75376-4767**

**IF ADDITIONAL INFORMATION IS NEEDED, CONTACT  
TIA FINNEY-DAVENPORT @ 214-653-2966  
tia.finney-davenport@dallascounty.org**

**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Arturo Guajardo, Jr., do hereby state that my membership in the Governmental Collectors Association of Texas on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE:   
TITLE: Hidalgo County Clerk

DATE: 2-23-2010

Before me Jennilee Garza, a Notary Public, appeared Arturo Guajardo, Jr. and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Deputy Clerk / County Clerk

|                                   |                  |
|-----------------------------------|------------------|
| AUTHORITY TO OBTAIN AFFIDAVIT:    | LGC § 113.064(b) |
| AUTHORITY TO PAY MEMBERSHIP DUES: | LGC § 89.002     |



INVOICE RECEIVED BY:

J. Lane on 2/23/11

GOODS/SERVICES RECEIVED BY:

J. Lane on 2/23/11

**GCAT MEMBERSHIP RENEWAL FEE**

**INVOICE #176**

**MEMBERSHIP #0313- Annette Muniz**

**FEE AMOUNT: \$50.00**

**MEMBERSHIP RENEWAL FEES ARE DUE BY MARCH 31, 2011**

**REMIT FEES TO:**

**GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS  
P. O. BOX 764767  
DALLAS, TEXAS 75376-4767**

**IF ADDITIONAL INFORMATION IS NEEDED, CONTACT  
TIA FINNEY-DAVENPORT @ 214-653-2966  
tia.finney-davenport@dallascounty.org**

**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Annette C. Muñiz, do hereby state that my membership in the Governmental Collectors Association of Texas on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE:   
TITLE: Hidalgo County Clerk

DATE: 2-23-2010

Before me Jennilee Garza, a Notary Public, appeared Annette C. Muñiz, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Deputy Clerk / County Clerk

|                                   |                  |
|-----------------------------------|------------------|
| AUTHORITY TO OBTAIN AFFIDAVIT:    | LGC § 113.064(b) |
| AUTHORITY TO PAY MEMBERSHIP DUES: | LGC § 89.002     |



INVOICE RECEIVED BY:

*J. Gayne* on 2/23/11  
GOODS/SERVICES RECEIVED BY:  
*J. Gayne* on 2/23/11

**GCAT MEMBERSHIP RENEWAL FEE**

**INVOICE #173**

**MEMBERSHIP #0243- Noe Lopez Jr.**

**FEE AMOUNT: \$50.00**

**MEMBERSHIP RENEWAL FEES ARE DUE BY MARCH 31, 2011**

**REMIT FEES TO:**

**GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS  
P. O. BOX 764767  
DALLAS, TEXAS 75376-4767**

**IF ADDITIONAL INFORMATION IS NEEDED, CONTACT  
TIA FINNEY-DAVENPORT @ 214-653-2966  
tia.finney-davenport@dallascounty.org**

**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Noe Lopez, Jr., do hereby state that my membership in the Governmental Collectors Association of Texas on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: 

DATE: 2-23-2010

TITLE: Hidalgo County Clerk

Before me Jennilee Garza, a Notary Public, appeared Noe Lopez, Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

( S E A L )

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Deputy Clerk / County Clerk

|                                   |                  |
|-----------------------------------|------------------|
| AUTHORITY TO OBTAIN AFFIDAVIT:    | LGC § 113.064(b) |
| AUTHORITY TO PAY MEMBERSHIP DUES: | LGC § 89.002     |



INVOICE RECEIVED BY:

*J. Gaye* on *2/22/11*

GOODS/SERVICES RECEIVED BY:

*J. Gaye* on *2/23/11*

**GCAT MEMBERSHIP RENEWAL FEE**

**INVOICE #172**

**MEMBERSHIP #0242- Jason Rohr**

**FEE AMOUNT: \$50.00**

**MEMBERSHIP RENEWAL FEES ARE DUE BY MARCH 31, 2011**

**REMIT FEES TO:**

**GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS  
P. O. BOX 764767  
DALLAS, TEXAS 75376-4767**

**IF ADDITIONAL INFORMATION IS NEEDED, CONTACT  
TIA FINNEY-DAVENPORT @ 214-653-2966  
[tia.finney-davenport@dallascounty.org](mailto:tia.finney-davenport@dallascounty.org)**

**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Jason Rohr, do hereby state that my membership in the Governmental Collectors Association of Texas on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: 

DATE: 2-23-2010

TITLE: Hidalgo County Clerk

Before me Jennilee Garza, a Notary Public, appeared Jason Rohr, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

( S E A L )

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Deputy Clerk / County Clerk

|                                   |                  |
|-----------------------------------|------------------|
| AUTHORITY TO OBTAIN AFFIDAVIT:    | LGC § 113.064(b) |
| AUTHORITY TO PAY MEMBERSHIP DUES: | LGC § 89.002     |



INVOICE RECEIVED BY:

J. Gayer on 2/23/11

GOODS/SERVICES RECEIVED BY:

J. Gayer on 2/23/11

**GCAT MEMBERSHIP RENEWAL FEE**

**INVOICE #177**

**MEMBERSHIP #0314- Arcy Morales**

**FEE AMOUNT: \$50.00**

**MEMBERSHIP RENEWAL FEES ARE DUE BY MARCH 31, 2011**

**REMIT FEES TO:**

**GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS  
P. O. BOX 764767  
DALLAS, TEXAS 75376-4767**

**IF ADDITIONAL INFORMATION IS NEEDED, CONTACT  
TIA FINNEY-DAVENPORT @ 214-653-2966  
tia.finney-davenport@dallascounty.org**

**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Arcilia Morales, do hereby state that my membership in the Governmental Collectors Association of Texas on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: *Arcilia Morales*  
TITLE: Hidalgo County Clerk

DATE: 2-23-2010

Before me Jennilee Garza, a Notary Public, appeared Arcilia Morales, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

( S E A L )

*Jennilee Garza*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

*Deputy Clerk/County Clerk*

|                                   |                  |
|-----------------------------------|------------------|
| AUTHORITY TO OBTAIN AFFIDAVIT:    | LGC § 113.064(b) |
| AUTHORITY TO PAY MEMBERSHIP DUES: | LGC § 89.002     |

**AI-25495**

**7.C.**

**2011 (IACREOT) Membership Dues**

**CC CONSENT**

Date: 03/01/2011  
 Submitted By: Jennilee Garza, COUNTY CLERK  
 Submitted For: Arturo Guajardo  
 Department: COUNTY CLERK  
 Agenda Category: Membership Dues

**Information**

**CAPTION**

County Clerk:

Requesting approval to pay the 2011 International Association of Clerks, Recorders, Election Officials and Treasurers membership dues in the total amount of \$185.00 for Arturo Guajardo, Jr., with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-40-180-001-0-810  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 Funds available as of 02/24/2011, refer to Req. #00190619.

**Attachments**

Link: [IACREOT 2011](#)

**Form Routing/Status**

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/23/2011 05:05 PM | APRV   |
| 2         | Sylvia Solis        | Sylvia Solis | 02/24/2011 09:54 AM | APRV   |
| 3         | Auditor's Office    |              | 02/24/2011 02:09 PM | NEW    |

Form Started By: Jennilee Garza Started On: 02/23/2011 04:38 PM  
 Final Approval Date: 02/24/2011



International Association of Clerks, Recorders, Election Officials and Treasurers

**40<sup>th</sup> ANNUAL CONFERENCE & TRADE SHOW**

**June 27 - June 29, 2011**

Trump Taj Mahal, Atlantic City, New Jersey

**CONFERENCE REGISTRATION & MEMBERSHIP DUES FORM**

(Payment Must Accompany Form)

**Complete One Form Per Member.** Please *Print* or *Type*.

Use your full name and address under which your membership is entered.

**Make check(s) payable to IACREOT.** Mail registration form and check(s) to:

**Karen Sheaffer, Treasurer, P.O. Box 479, Eagle, CO 81631.**

|  |                   |  |            |
|--|-------------------|--|------------|
| Name: Arturo Guajardo, Jr.   |                   | Title: Hidalgo County Clerk            |            |
| Address: 100 N. Closner / P.O. Box 58  |                   | County/Parish: Hidalgo                 |            |
| City: Edinburg   | State: TX         | Country: USA                           | Zip: 78540 |
| Phone: 956-318-2149  | Fax: 956-318-2105 | Email: aguajardo@hidalgocountyclerk.us |            |
| Check all that apply: <input type="checkbox"/> First Time Attending Conference <input checked="" type="checkbox"/> Clerk <input type="checkbox"/> Recorder <input type="checkbox"/> Election Official <input type="checkbox"/> Treasurer |                   |  |            |

|                               |  |  |
|-------------------------------|--|--|
| Member - Registration         | <input type="checkbox"/> \$350.00                    | <input type="checkbox"/> \$385.00 - After May 27, 2011             |
| Member Name On Badge (Print): |  |  |
| Guest - Registration - Full   | <input type="checkbox"/> \$350.00                    | <input type="checkbox"/> \$385.00 - After May 27, 2011             |
| Guest - Event(s) - Only       | <input type="checkbox"/> \$35.00 - Welcome Reception | <input type="checkbox"/> \$100.00 - President's Reception & Dinner |
| Guest Name on Badge (Print):  |  |  |

**TOTAL**

**Membership Dues - If Not Paid 2010 - 2011** (Note: Membership dues must be current to register for Conference)

|   |                      |
|---|----------------------|
| <input checked="" type="checkbox"/> Full - Currently Elected or Appointed Official                            | \$185.00             |
| <input type="checkbox"/> Deputy - Deputy of Current Full Member<br>Name of Full Member:                       | \$135.00             |
| <input type="checkbox"/> Life - Retired IACREOT Member<br>(\$185.00 First Year; \$20.00 Each Subsequent Year) | \$185.00<br>\$ 20.00 |
| <input type="checkbox"/> Member-At-Large - Institution, Association, Government Agency supportive of IACREOT  | \$185.00             |
| <input type="checkbox"/> Corporate Member<br>Corporation Name:  | \$500.00             |

**CHANCELLOR'S CERTIFICATE OF PUBLIC ADMINISTRATION**

|  |          |
|--|----------|
| Advanced Module 6 - Information Technology in the Public Sector - [ 2 Credits ]<br>Thursday, June 30, 2011 - 8:00 am - 11:30 am [ Lunch Break ] - 12:30 pm - 2:00 pm | \$200.00 |
|--|----------|

**GRAND TOTAL** \$185.00

**FOR OFFICE USE ONLY**

|                |                 |        |
|----------------|-----------------|--------|
| DATE RECEIVED: | DATE PROCESSED: | BY:    |
| AMOUNT:        | CHECK #:        | REG #: |

# Requisition

Req # 00190619

PO #

Date: 02/23/11

Bill To: x  
x

Vendor : 302953  
IACREOT  
ATTN: KAREN SHEAFFER, TREASURER  
P.O. BOX 479  
EAGLE CO 81631

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

Contact: RENE PEREZ  
956-318-2100

Contract No:

Special Instructions:

| QUANTITY | UOM | DESCRIPTION   | UNIT PRICE   | AMOUNT                               |
|----------|-----|---|--|--------------------------------------|
| 1.00     |     | DO NOT DUPLICATE ORDER<br>IACREOT ANNUAL MEMBERSHIP RENEWAL FEE FOR ARTURO<br>GUAJARDO JR.<br><br>Account No _____<br>1-1100-415-40-180-001-0-810<br><br>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | 185.00<br><br><u>Encumbrance</u><br>185.00<br><br>Freight .00<br><br>Total | 185.00<br><br><br><br><br><br>185.00 |

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

2-23-2011

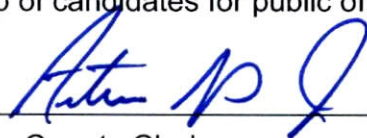
**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Arturo Guajardo, Jr., do hereby state that my membership in the International Association of Clerks, Recorders, Election Officials, & Treasurers on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: \_\_\_\_\_



DATE: 2-23-2011

TITLE: Hidalgo County Clerk

Before me Jennilee Garza, a Notary Public, appeared Arturo Guajardo, Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

( S E A L )

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

*Deputy Clerk / County Clerk*

|                                   |                  |
|-----------------------------------|------------------|
| AUTHORITY TO OBTAIN AFFIDAVIT:    | LGC § 113.064(b) |
| AUTHORITY TO PAY MEMBERSHIP DUES: | LGC § 89.002     |

**Homebuyer Assistance Program contracts**

**CC CONSENT**

Date: 03/01/2011  
 Submitted By: Estella Webber, URBAN COUNTY  
 Submitted For: Michelle Mendoza  
 Department: URBAN COUNTY  
 Agenda Category: Urban County

**Information**

**CAPTION**

Request approval to enter into two ( 2 ) "Homebuyer Assistance Program" Contracts under the HOME Program.

**BACKGROUND**

The applicants below have been found eligible to receive closing cost/down payment assistance under the HOME - Homebuyer Assistance Program. Approval is being requested to enter into contract with the following:

| APPLICANT          | FUNDING YEAR | GRANT AMOUNT | LENDER | LEGAL DESCRIPTION                                 |
|--------------------|--------------|--------------|--------|---|
| ELI C. SALDANA     | FY 2009      | \$7,500      | USDA   | LOT 24 TOWER LANDING SUBDIVISION PH1 ALAMO TX     |
| CARLOS A. FIGUEROA | FY 2009      | \$10,000     | USDA   | LOT 19 PUEBLO DE PALMAS AT MILE 4 PH I LA JOYA TX |

**Fiscal Impact**

FISCAL YEAR: ACCT. #:  
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Urban County funds will be utilized.

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/23/2011 05:04 PM | APRV   |
| 2         | Perla Lopez         | Perla Lopez  | 02/24/2011 09:39 AM | APRV   |
| 3         | Auditor's Office    |              | 02/24/2011 02:09 PM | NEW    |

Form Started By: Estella Webber  
 Started On: 02/23/2011 04:34 PM  
 Final Approval Date: 02/24/2011



AI-25452

9.A.

**CERTIFICATION OF WORKERS' COMPENSATION CLAIMS PAID BY TRISTAR RISK MANAGEMENT  
CC CONSENT**

Date: 03/01/2011  
Submitted By: Flora Vazquez, HEALTH BENEFITS  
Department: HEALTH BENEFITS  
Agenda Category: Budget and Management

---

Information

CAPTION

Self-Insured Workers' Comp. (2202):  
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management in the amount of \$64,705.08 for the period of 02/01-15/2011 and requesting approval of wire transfer.

BACKGROUND

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Fiscal Impact

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Attachments

Link: [Invoice](#)  
Link: [By Organization](#)  
Link: [Certification](#)

---

Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 02/22/2011 04:39 PM | APRV   |
| 2         | Olga Garza          | Olga Garza   | 02/23/2011 08:12 AM | APRV   |
| 3         | Auditor's Office    |              | 02/24/2011 02:09 PM | NEW    |

Form Started By: Flora Vazquez  
Started On: 02/22/2011 03:41 PM

Final Approval Date: 02/24/2011

---

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

February 16, 2011

Hidalgo County Workers Compensation Fund  
2818 S. Bus Hwy. 281  
Edinburg, TX 78539  
Flora Vazquez  
Director of Risk Management

L HIDAL.WC  
Invoice Number: 86562

---

---

Loss Replenishment

Re: Workers Compensation

---

Tristar Risk Management hereby certifies that the attached billings for losses paid 64,705.08  
2/1-2/15/11 (Ck #505344-505555) are in accordance with our contract with Hidalgo County  
Exhibit A, date July 1st

---

**TOTAL CURRENT CHARGES** \$ 64,705.08

---

**Previous Balance Due** \$ 61,765.73

---

Payments and Credits

02/11/11 Payment received - thank you 61,765.73CR

**Total Payments and Credits** \$ 61,765.73CR

---

**Total Balance Due** \$ 64,705.08

---

Due Upon Receipt

---

If you have any questions or need wire instructions, please call:  
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to  
speak with Annette Rivas

## Custom Payment Total

Hidalgo County WC losses paid 2/1-2/15/11

| Processed | Check Date | Chk/Vchr # | Claim Number | Claimant | Incident | Transaction Type | Payee | Dates of Service | Method | Amount |
|-----------|------------|------------|--------------|----------|----------|------------------|-------|------------------|--------|--------|
|-----------|------------|------------|--------------|----------|----------|------------------|-------|------------------|--------|--------|

**Alternate Organization 1 : Headstart****Processed Date :** 2/2/2011**Processed Date Total:** 42

2,451.59

**Processed Date :** 2/3/2011**Processed Date Total:** 2

585.24

**Processed Date :** 2/8/2011**Processed Date Total:** 75

5,839.32

**Processed Date :** 2/9/2011**Processed Date Total:** 2

627.29

**Processed Date :** 2/10/2011**Processed Date Total:** 15

879.73

**Processed Date :** 2/11/2011**Processed Date Total:** 16

5,367.25

**Processed Date :** 2/14/2011**Processed Date Total:** 6

288.76

**Processed Date :** 2/15/2011**Processed Date Total:** 2

358.00

**Alternate Organization 1 Total:** 160

16,397.18

**Alternate Organization 1 : Hidalgo County****Processed Date :** 2/1/2011**Processed Date Total:** 2

904.34

**Processed Date :** 2/2/2011**Processed Date Total:** 112

7,742.07

**Processed Date :** 2/3/2011**Processed Date Total:** 6

3,232.68

**Processed Date :** 2/7/2011

### Custom Payment Total

Hidalgo County WC losses paid 2/1-2/15/11

| Processed  | Check Date | Chk/Vchr # | Claim Number | Claimant | Incident | Transaction Type | Payee | Dates of Service | Method | Amount     |
|--|------------|------------|--------------|----------|----------|------------------|-------|------------------|--------|------------|
| <b>Alternate Organization 1 : Hidalgo County</b> |            |            |              |          |          |                  |       |                  |        |            |
| <b>Processed Date : 2/7/2011</b>                 |            |            |              |          |          |                  |       |                  |        |            |
| <b>Processed Date Total: 5</b>                   |            |            |              |          |          |                  |       |                  |        | 7,719.07   |
| <b>Processed Date : 2/8/2011</b>                 |            |            |              |          |          |                  |       |                  |        |            |
| <b>Processed Date Total: 130</b>                 |            |            |              |          |          |                  |       |                  |        | 15,550.53  |
| <b>Processed Date : 2/9/2011</b>                 |            |            |              |          |          |                  |       |                  |        |            |
| <b>Processed Date Total: 3</b>                   |            |            |              |          |          |                  |       |                  |        | (4,251.22) |
| <b>Processed Date : 2/10/2011</b>                |            |            |              |          |          |                  |       |                  |        |            |
| <b>Processed Date Total: 55</b>                  |            |            |              |          |          |                  |       |                  |        | 5,408.19   |
| <b>Processed Date : 2/11/2011</b>                |            |            |              |          |          |                  |       |                  |        |            |
| <b>Processed Date Total: 22</b>                  |            |            |              |          |          |                  |       |                  |        | 2,028.58   |
| <b>Processed Date : 2/14/2011</b>                |            |            |              |          |          |                  |       |                  |        |            |
| <b>Processed Date Total: 24</b>                  |            |            |              |          |          |                  |       |                  |        | 4,087.81   |
| <b>Processed Date : 2/15/2011</b>                |            |            |              |          |          |                  |       |                  |        |            |
| <b>Processed Date Total: 22</b>                  |            |            |              |          |          |                  |       |                  |        | 5,885.85   |
| <b>Alternate Organization 1 Total: 381</b>       |            |            |              |          |          |                  |       |                  |        | 48,307.90  |
| <b>Grand Total: 541</b>                          |            |            |              |          |          |                  |       |                  |        | 64,705.08  |

HIDALGO COUNTY BUDGET OFFICE/EMPLOYEE BENEFITS DIVISION  
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT  
FOR THE PERIOD OF: February 01-15, 2011.

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 \$ 64,705.08.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses paid: 02/01-15/2011( Check# 505344-505555)

- |     |                                  |                     |
|-----|----------------------------------|---------------------|
| 1). | Hidalgo County                   | \$ <u>48,307.90</u> |
| 2). | Hidalgo County Headstart Program | \$ <u>16,397.18</u> |
| 3). | Community Service Agency         | \$ <u>00.00</u>     |
| 4). | Hidalgo County Urban County      | \$ <u>00.00</u>     |
| 5). | Drainage District #1             | \$ <u>00.00</u>     |

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT \$ 64,705.08

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of March 01, 2011

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:

\$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank

(estimate) \$ 85,294.92

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge 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 Citizens Business Bank in California) no later than the 10<sup>th</sup> day of the following month.

*Dilora Vazquez*  
Employee Benefits Manager

02/22/2011  
Date

\_\_\_\_\_  
Dept. of Budget & Management Budget Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner's Court Approval

\_\_\_\_\_  
Date

**AI-25505**

**10.A.**

**HCSO-Extension-C-09-218-01-12-Yoder Enterprises, Inc dba Advanced  
Paging  
CC CONSENT**

Date: 03/01/2011  
Submitted By: Letty Saenz, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

**CAPTION**

Requesting approval of the additional one (1) year period extension as provided in current contract for: "PAGER and PAGER SERVICES" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with YODER ENTERPRISES, INC dba ADVANCED PAGING - effective 03/02/11 - 03/01/12.

**BACKGROUND**

Extension Letter-Yoder Enterprises, Inc dba Advanced Paging  
Current Contract Doc #C-09-218-01-12

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-532  
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available balance as of 2-23-11 \$64,930.88

Attachments

Link: Letter of Extension-Yoder Enterprise Inc dba Advanced Paging-HCSO  
Link: Current Contract Doc#C-09-218-01-12-Yoder Enterprises Inc dba Advanced  
Paging

Form Routing/Status

| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 02/24/2011 10:32 AM | APRV   |
| 2         | Budget & Management   | Erika Zamora  | 02/24/2011 11:35 AM | APRV   |
| 3         | Manuel Chapa          | Manuel Chapa  | 02/24/2011 01:05 PM | APRV   |
| 4         | Auditor's Office      |               | 02/24/2011 02:09 PM | NEW    |

Form Started By: Letty Saenz  
Started On: 02/24/2011 09:43 AM  
Final Approval Date: 02/24/2011



PURCHASING DEPARTMENT  
County Of Hidalgo

February 24, 2011

Dwight F. Yoder, Vice President  
**Yoder Enterprise, Inc d/b/a**  
**Advanced Paging**  
P. O. Drawer 3097  
McAllen, Texas 78502  
(956) 631-7243

via email [dwrightyoder@hotmail.com](mailto:dwrightyoder@hotmail.com)  
via facsimile (956) 213-1194  
via certified mail #7099 3220 0002 9744 6679

**Re: Contract No. C-09-218-01-12 – “Pager Services” (on an as needed basis)-Hidalgo County Sheriff's Office**

Dear Mr. Yoder:

Commissioners' Court will take applicable action on (Tuesday, March 1, 2011) in connection with the Hidalgo County's option to extend/renew the additional one (1) year period as provided in the current agreement (under the same rates, terms and conditions). **Effective date of renew/extension is of March 2, 2011.**

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department to via facsimile to (956) 956-318-2629 or via email attn: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us). Also, please submit your current Acord Certificate of Liability Insurance.

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

Date: \_\_\_\_\_

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

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

xc: file

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**SERVICE CONTRACT**  
**C-09-218-01-12**

**THIS CONTRACT** is made and entered into this 12<sup>th</sup> day of **January, 2010** by and between the **County of Hidalgo, Texas** ("County"), and **Yoder Enterprises, Inc. d/b/a Advanced Paging** ("Company").

**WHEREAS**, Company responded to Request for Sealed Quotes (RFSQ) for: "**Pager and Pager Services**" (the "Services"); and

**WHEREAS**, Company submitted a quote to provide services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

**WHEREAS**, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet, the Commissioners Court of County awarded the quote to Company.

**NOW, THEREFORE**, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby, agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
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 contained in Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **March 02, 2010** and expiring on **March 01, 2011** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this Quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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 trucks or 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 employ of Company who operate such trucks or 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 trucks or 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:

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

If to Company:                 Yoder Enterprises, Inc. d/b/a  
  Advanced Paging  
  Attn: Dwight F. Yoder, Vice President  
  P. O. Drawer 3097  
  McAllen, Texas 78502

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 County 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 12<sup>th</sup> day of January, 2010.

**APPROVED AS TO FORM**

*Atlee + Hall, LLP*

By: *[Signature]*

**COUNTY OF HIDALGO**

By: *[Signature]*  
Rene A. Ramirez, County Judge

**ATTEST:**

*[Signature]*  
Arturo Guajardo, Jr., County Clerk

**COMPANY: Yoder Enterprises, Inc.**  
**d/b/a Advanced Paging**

By: *[Signature]*  
Printed Name: Quislet F Yoder  
Title: Vice Pres

EXHIBIT "A"  
REQUEST FOR SEALED QUOTES (RFSQ)  
PROCUREMENT PACKET



PURCHASING DEPARTMENT  
County Of Hidalgo

**REQUEST FOR SEALED QUOTE (RFSQ)  
CHECKLIST**

**HIDALGO COUNTY SHERIFF'S OFFICE**

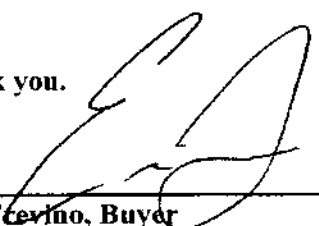
**"Pager and Pager Service"**

**Quote No: 2009-218-11-18-ERT**

1. Request For Sealed Quotes Letter, consisting of  1  page.
2. Request for Sealed Quotes, Legal Notice, consisting of  8  pages.  
(Page 8 must be submitted with quote).
3. Exhibit "A" Specifications consisting of  4  pages.
4. Exhibit "B" Quote Page consisting of  2  pages.  
(Must be submitted with quote).
5. Exhibit "C" Insurance Requirements consisting of  4  pages.  
(Must be submitted with quote, if applicable).
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of  1  pages.  
(Copy of receipt and this form must be submitted with quote).
7. Vendor/Bidder Application, consisting of  2  pages.  
(Must be submitted with quote).
8. W-9 form, consisting of  4  pages.  
(Must be submitted with quote).
9. Certification Regarding Debarment, consist of  1  page.  
(Must be submitted with quote).
10. Draft Service Contract, consisting of  8  pages.

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
\_\_\_\_\_  
Eric Trevino, Buyer  
Hidalgo County Purchasing Department

\_\_\_\_\_  
November 9, 2009

Date



PURCHASING DEPARTMENT  
County Of Hidalgo

November 9, 2009

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Re: **HIDALGO COUNTY SHERIFF'S OFFICE**  
Request for sealed quotes --**"PAGER AND PAGER SERVICE"**  
**RFSQ Bid No: 2009-218-11-18-ERT**  
**Quote Opening Day- November 18, 2009**

Dear Gentleman/Ladies:

Enclosed please find a Request for sealed quote (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Eric Trevino, Buyer  
Hidalgo County Purchasing Agent

Enclosures

|                                |                            |   |
|--------------------------------|----------------------------|---|
| <b>RFSQ:2009-218-11-18-ERT</b> | <b>Buyer: Eric Trevino</b> | <b>Tel. No: (956) 318-2626 ext<br/>4882</b> |
|--------------------------------|----------------------------|---|

## **REQUEST FOR SEALED QUOTES**

**HIDALGO COUNTY SHERIFF'S OFFICE  
"PAGER AND PAGER SERVICE"  
RFSQ NO. 2009-218-11-18-ERT**

**SEALED QUOTE OPENING DATE:  
NOVEMBER 18, 2009**

Contact Person:

Eric Trevino, Buyer  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Bldg  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539  
956 318-2626 X 4882

Form HCPD-03

## **LEGAL NOTICE**

**RFSQ No: 2009-218-11-18-ERT**

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "PAGER AND PAGER SERVICE"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFSQ.
2. All RFSQs are required with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFSQ NO. 2009-218-11-18- ERT HIDALGO COUNTY SHERIFF'S OFFICE "PAGER AND PAGER SERVICE"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., November 18, 2009 FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFSQ. NO. 2009-218-11-18-ERT.** Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so.
4. The Participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible Participant, or to reject all RFSQs and re-advertise.
5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.
9. Any interpretations, amendments, corrections or changes to this RFSQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.
10. County reserves the right to accept or reject any or all RFSQs.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
  - No deliveries accepted after 3:00 P.M., Monday-Friday.
  - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful Participant
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – "PAGER AND PAGER SERVICE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  
- Discount payments will be considered when offered.
  
- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office  
Attn: Monica Hinojosa  
711 E. El Cibolo Rd.  
Edinburg, Texas 78539  
(956) 303-8114

17. **Schedule of Events**

|  |  |
|--|--|
| <b>Sealed Quote Opening, 9:30 AM</b>     | <b><u>November 18, 2009</u></b>          |
| <b>Award of Contract</b>                 | <b><u>                    , 2009</u></b> |
| <b>Commence Work or Deliver Products</b> | <b><u>                    2009</u></b>   |

18. ~~RFSQ or Performance Bond; Payment under Contract:~~

- ~~• If the contract proposed is for the construction of public works or is for a contract exceeding \$100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~
  
- ~~• Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFSQ, and prior to commencement of the actual work, the Participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
  
- ~~• If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
  
- ~~• If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

**19. ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

**20. Disclosure of Conflict of Interest**

**Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176.**

**Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

**Please Submit completed CIO forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse**

**COMPLETION AND SUBMISSION OF FORM CIO IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If during the life of any contract or RFSQ awarded, the successful Participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:
  - Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
24. Successful Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful Participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful Participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful Participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Participant shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful Participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful Participant.
28. Successful Participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful Participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

RFSQ  
for  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"PAGER AND PAGER SERVICE"**  
**RFSQ NO.: 2009-218-11-18-ERT**

To: Eric Trevino, Buyer  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant:

Address:

By:

Printed Name:

Title:

Must be submitted with the quote

# EXHIBIT “A”

---

## SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY SHERIFF’S OFFICE  
REQUEST FOR SEALED QUOTES  
“Pager and Pager Service”

RFSQ No. 2009-218-11-18-ERT

**Quote Opening Date: November 18, 2009 at 9:30 AM**

**EXHIBIT "A"**  
**Hidalgo County Sheriff's Office**  
**"Pager and Pager Service"**  
**RFSQ NO. 2009-218-11-18-ERT**

**SPECIFICATIONS**

**SCOPE OF SERVICES:**

The Hidalgo County Sheriff's Office is seeking quotes for monthly airtime use for pager service, purchase and replacement of units. The following services will be provided in accordance with these specifications and the manufacturer recommendations. Currently the Hidalgo County Sheriff's Office uses approximately over 150 Motorola Pagers.

**Specifications for pager and pager service.**

- Price for replacing/purchasing and/or adding alphanumeric pager units including service.  
-Motorola Advisor Gold pager
- Proposed monthly rate for unlimited airtime (per pager)?
- Proposed monthly rate for unlimited alphanumeric air time per pager if different from regular air time?
- Coverage area per price quoted (include a coverage area map for each listing)

| Service    | Monthly Rate |
|------------|--------------|
| Local      |              |
| Statewide  |              |
| Regional   |              |
| Nationwide |              |

- Group page alphanumeric rate.
- Repair Service Charge per Pager
- Alphanumeric 1-way paging (under lease agreement)

| Service    | Monthly Rate<br>(includes Lease of pager) | Page Allowance<br>per Month | Charge per Page<br>over Allowance |
|------------|---|-----------------------------|-----------------------------------|
| Local      |   |                             |                                   |
| Statewide  |   |                             |                                   |
| Regional   |   |                             |                                   |
| Nationwide |   |                             |                                   |

**REQUIREMENTS, TERMS AND CONDITIONS**

1. **Please provide with your quote all additional fees.**
2. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

3. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the participant and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.
4. HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.
5. Hidalgo County may utilize "State Awarded Contracts" when it is in the County best interest to do so.
6. The term of the contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.
7. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.
8. Any contract awarded to a successful vendor will be in effect until;
  - a) The contract expires
  - b) Delivery acceptance of products and/or performance of services ordered, or
  - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
9. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.
10. After quote is awarded and successful awarded contractor defaults in meeting the general instructions to quotes(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest quote(s). In such event, Hidalgo County shall charge the successful vendor the difference for any additional cost to the County.
11. Hidalgo County reserves the right to reject any or all quote/offers, and to select any part or parts thereof without accepting the entire quote/offer. Hidalgo County may purchase through the source that provides the lowest and best quote/offer to the County. Successful vendor will be notified of award as promptly as a thorough analysis of quote/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.
12. If unable to quote, please advice at once and fax back (no quote).
13. All services will be done on an **"As Needed Basis"**.
14. The successful VENDOR will maintain all insurances and its limits throughout the contract term, as described and listed in: Exhibit "C" insurance requirements.
15. If at any time it appears that the Hidalgo County Sheriff's Office will exceed \$50,000.00 within the fiscal year, all services will be suspended until a contract is obtained through the Hidalgo County bidding process.
16. Vendor must be compatible with our currently pager frequency of 929.6125 Baud = Flex
17. If vendor makes any frequency changes and/or upgrades to pagers, it will be at the vendor's

expense and not affect our service and/or operation.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539. All written inquiries will be accepted via facsimile (956) 292-7612 or via e-mail [cric.trevino@co.hidalgo.tx.us](mailto:cric.trevino@co.hidalgo.tx.us) no later than Thursday, November 12, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Monday, November 16, 2009 by 5:00 P.M.

# EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE

"PAGER AND PAGER SERVICE"

BID NO.: 2009-218-11-18-ERT

Quote Opening Date: November 18, 2009 at 9:30 AM

## QUOTE PAGE

- Price for replacing/purchasing and/or adding alphanumeric pager units including service.  
-Motorola Advisor Gold pager \$ \_\_\_\_\_
- Proposed monthly rate for unlimited airtime (per pager) \$ \_\_\_\_\_
- Proposed monthly rate for unlimited alphanumeric air time per pager if different from regular air time? \$ \_\_\_\_\_
- Coverage area per price quoted (include a coverage area map for each listing)

| Service    | Monthly Rate |
|------------|--------------|
| Local      |              |
| Statewide  |              |
| Regional   |              |
| Nationwide |              |

- Group page alphanumeric rate. \$ \_\_\_\_\_
- Repair Service Charge per Pager \$ \_\_\_\_\_
- Alphanumeric 1-way paging (under lease agreement)

| Service    | Monthly Rate<br>(includes Lease of pager) | Page Allowance<br>per Month | Charge per Page<br>over Allowance |
|------------|---|-----------------------------|-----------------------------------|
| Local      |   |                             |                                   |
| Statewide  |   |                             |                                   |
| Regional   |   |                             |                                   |
| Nationwide |   |                             |                                   |

**Note:** Vendor must be compatible with our currently pager frequency of 929.6125 Baud = Flex.  
If vendor makes any frequency changes and/or upgrades to pagers, it will be at the vendor's expense  
and not affect our service and/or operation.

VENDOR'S INFORMATION:

VENDOR/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE & FAX NO'S: \_\_\_\_\_

CELLULAR NO: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE \_\_\_\_\_

**EXHIBIT "C"**  
**Insurance Requirements**  
**Applicable to the Acquisition of Goods and /or Services (other than**  
**Professional Services)**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/02/08

**ACORD** CERTIFICATE OF INSURANCE DATE (MM/DD/YY)

PRODUCER

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.

INSURED

INSURERS AFFORDING COVERAGE  
 INSURER A  
 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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | DESCRIPTION   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE | COVERAGE  | LIMIT                            |
|----------|---|---------------|----------------------------------|------------------------|---|----------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> BLAMED MADE MOTOR<br><input type="checkbox"/> HAWKERS & VEND. PROD.<br><input type="checkbox"/> OWNERS PROTECTIVE LIABILITY<br><input type="checkbox"/> SELF INSURED RET. APPLIES TO P. POLICY PRODUCT <input type="checkbox"/> LOG |               |                                  |                        | EACH OCCURRENCE<br>BODILY DAMAGE - Any Occurrence<br>MED - Any Occurrence<br>PROP - Any Occurrence<br>PRODUCTS - AGGREGATE<br>CONTRACTS - AGGREGATE | \$<br>\$<br>\$<br>\$<br>\$       |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED VEHICLES<br><input type="checkbox"/> NON-OWNED VEHICLES<br><input type="checkbox"/> HIREN VEHICLES<br><input type="checkbox"/> NON-OWNED AUTO  |               |                                  |                        | COMBINED SINGLE LIMIT<br>BODILY INJURY<br>PROPERTY DAMAGE<br>MEDICAL EXPENSE<br>BODILY INJURY<br>PROPERTY DAMAGE<br>MEDICAL EXPENSE                 | \$<br>\$<br>\$<br>\$<br>\$<br>\$ |
| C        | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED VEHICLES<br><input type="checkbox"/> NON-OWNED VEHICLES<br><input type="checkbox"/> HIREN VEHICLES<br><input type="checkbox"/> NON-OWNED AUTO  |               |                                  |                        | AGGREGATE<br>BODILY INJURY<br>PROPERTY DAMAGE<br>MEDICAL EXPENSE  | \$<br>\$<br>\$<br>\$             |
| D        | <b>EXCESS LIABILITY</b><br><input type="checkbox"/> BODILY INJURY<br><input type="checkbox"/> PROPERTY DAMAGE<br><input type="checkbox"/> MEDICAL EXPENSE   |               |                                  |                        | AGGREGATE<br>BODILY INJURY<br>PROPERTY DAMAGE<br>MEDICAL EXPENSE  | \$<br>\$<br>\$                   |
|          | <b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>  |               |                                  |                        | AGGREGATE<br>BODILY INJURY<br>PROPERTY DAMAGE<br>MEDICAL EXPENSE  | \$<br>\$<br>\$                   |
|          | <b>OTHER</b>  |               |                                  |                        |   |                                  |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER  
**Hidalgo County**  
**Attn: Purchasing Department**  
**2812 S Highway Bus. 281**  
**Edinburg, Texas 78539**

ADDITIONAL INSURED: INSURER LETTER  
 CANCELLATION  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

- 1. Licenses: \_\_\_\_\_.
- 2. Bonds: \_\_\_\_\_.
- 3. Certificates: \_\_\_\_\_.
- 4. Permits: \_\_\_\_\_.
- 5. Other: \_\_\_\_\_.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

## EXHIBIT "D"

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor or other person doing business with local governmental entity   |  | <b>FORM CIQ</b> |
|---|--|-----------------|
| <p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>   | <b>OFFICE USE ONLY</b><br><br>Date Received: _____ |                 |
| <p><b>1</b> Name of person who has a business relationship with local governmental entity.</p><br>_____   |  |                 |
| <p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>   |  |                 |
| <p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p><br><br>_____ |  |                 |
| <p><b>4</b></p> <p style="text-align: center;">                     _____<br/>                     Signature of person doing business with the governmental entity                 </p> <p style="text-align: right; margin-right: 100px;">                     _____<br/>                     Date                 </p>  |  |                 |



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

---

**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

**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)   |   |
| Business name, if different from above  |   |
| Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ |   |
| <input type="checkbox"/> Exempt from backup withholding   |   |
| Address (number, street, and apt. or suite no.)   | Requester's name and address (optional) |
| City, state, and ZIP code   |   |
| 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.

|                        |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|
| Social security number |  |  |  |  |  |  |  |  |
|                        |  |  |  |  |  |  |  |  |

OR

|                                |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|
| Employer identification number |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |

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

**Part II Certification**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. person (including a U.S. resident alien).

**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 ▶

**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.

**U.S. person.** 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . .  | THEN the payment is exempt for . . .   |
|--|--|
| Interest and dividend payments   | All exempt recipients except for 9   |
| Broker transactions  | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends                                   | Exempt recipients 1 through 5  |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt recipients 1 through 7 <sup>2</sup>  |

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)   | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law   | The actual owner <sup>1</sup>   |
| 5. Sole proprietorship or single-owner LLC  | The owner <sup>3</sup>  |
| For this type of account:   | Give name and EIN of:   |
| 6. Sole proprietorship or single-owner LLC  | The owner <sup>3</sup>  |
| 7. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 8. Corporate or LLC electing corporate status on Form 8832  | The corporation   |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization  | The organization  |
| 10. Partnership or multi-member LLC   | The partnership   |
| 11. A broker or registered nominee  | The broker or nominee   |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity   |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

\*

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"  
VENDOR'S QUOTE  
with  
TABULATION SHEET

# EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE  
"PAGER AND PAGER SERVICE"

BID NO.: 2009-218-11-18-ERT

Quote Opening Date: November 18, 2009 at 9:30 AM

OPENED

9:48 am

11-18-09

Witnessed

## QUOTE PAGE

g

- Price for replacing/purchasing and/or adding alphanumeric pager units including service.  
-Motorola Advisor Gold pager \$ 36.90
- Proposed monthly rate for unlimited airtime (per pager) \$ 6.95
- Proposed monthly rate for unlimited alphanumeric air time per pager if different from regular air time? \$
- Coverage area per price quoted (include a coverage area map for each listing)

| Service    | Monthly Rate  |
|------------|---------------|
| Local      | <u>6.95</u>   |
| Statewide  | <u>6.95</u>   |
| Regional   | <u>6.95</u>   |
| Nationwide | <u>      </u> |

- Group page alphanumeric rate. \$ 6.95 per Group
- Repair Service Charge per Pager \$ 29.95 per Replacement
- Alphanumeric 1-way paging (under lease agreement)

| Service    | Monthly Rate<br>(includes Lease of pager) | Page Allowance<br>per Month | Charge per Page<br>over Allowance |
|------------|---|-----------------------------|-----------------------------------|
| Local      | <u>7.95</u>                               | <u>NONE</u>                 | <u>NONE</u>                       |
| Statewide  | <u>7.95</u>                               | <u>NONE</u>                 | <u>NONE</u>                       |
| Regional   | <u>7.95</u>                               | <u>NONE</u>                 | <u>NONE</u>                       |
| Nationwide | <u>      </u>                             |                             |                                   |

# HIDALGO COUNTY PURCHASING DEPARTMENT QUOTE TABULATION SHEET (COMPARISON)

**DEPARTMENT NAME:** Hidalgo County Sheriff's Office

**QUOTE OPENING DATE:** November 18, 2009

**QUOTE OPENING TIME:** 9:30 A.M.

**DESCRIPTION OF QUOTE:** "PAGER AND PAGER SERVICE"

**QUOTE NO:** 2009-218-11-18-ERT

**BUYER:** Eric Trevino

| NAME OF COMPANY   | DESCRIPTION  |                        |                |                 |                      |                    |                    |                          |                        |                        |                         |                       |                       |                   |                   |                   |
|---|--|------------------------|----------------|-----------------|----------------------|--------------------|--------------------|--------------------------|------------------------|------------------------|-------------------------|-----------------------|-----------------------|-------------------|-------------------|-------------------|
| <p><b>Yoder Enterprises, Inc.</b><br/> <b>DBA: Advanced Paging</b><br/> <b>600 Ash Ave.</b><br/> <b>P.O. Box 3097</b><br/> <b>McAllen, TX 78502</b></p> | <p>Motorola Advisor Gold Pager: <b>\$36.90</b></p> <p>Proposed monthly rate for unlimited airtime (per pager): <b>\$6.95</b></p> <p>Proposed monthly rate for unlimited alphanumeric air time per pager if different from regular air time : -----</p> <p>Coverage area per price quoted, monthly rate service:</p> <p>Local: <b>\$6.95</b>                      Statewide: <b>\$6.95</b></p> <p>Regional: <b>\$6.95</b>                      Nationwide : -----</p> <p>Group alphanumeric rate: <b>\$6.95 per group</b></p> <p>Repair Service Charge per pager: <b>\$29.95 per replacement</b></p> <p>Alphanumeric 1 way paging:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Monthly Rate</th> <th style="text-align: left;">Page Allowance</th> <th style="text-align: left;">Charge per page</th> </tr> </thead> <tbody> <tr> <td>Local: <b>\$7.95</b></td> <td>Local: <b>none</b></td> <td>Local: <b>none</b></td> </tr> <tr> <td>Statewide: <b>\$7.95</b></td> <td>Statewide: <b>none</b></td> <td>Statewide: <b>none</b></td> </tr> <tr> <td>Regional: <b>\$7.95</b></td> <td>Regional: <b>none</b></td> <td>Regional: <b>none</b></td> </tr> <tr> <td>Nationwide: -----</td> <td>Nationwide: -----</td> <td>Nationwide: -----</td> </tr> </tbody> </table> | Monthly Rate           | Page Allowance | Charge per page | Local: <b>\$7.95</b> | Local: <b>none</b> | Local: <b>none</b> | Statewide: <b>\$7.95</b> | Statewide: <b>none</b> | Statewide: <b>none</b> | Regional: <b>\$7.95</b> | Regional: <b>none</b> | Regional: <b>none</b> | Nationwide: ----- | Nationwide: ----- | Nationwide: ----- |
| Monthly Rate  | Page Allowance   | Charge per page        |                |                 |                      |                    |                    |                          |                        |                        |                         |                       |                       |                   |                   |                   |
| Local: <b>\$7.95</b>  | Local: <b>none</b>   | Local: <b>none</b>     |                |                 |                      |                    |                    |                          |                        |                        |                         |                       |                       |                   |                   |                   |
| Statewide: <b>\$7.95</b>  | Statewide: <b>none</b>   | Statewide: <b>none</b> |                |                 |                      |                    |                    |                          |                        |                        |                         |                       |                       |                   |                   |                   |
| Regional: <b>\$7.95</b>   | Regional: <b>none</b>  | Regional: <b>none</b>  |                |                 |                      |                    |                    |                          |                        |                        |                         |                       |                       |                   |                   |                   |
| Nationwide: -----   | Nationwide: -----  | Nationwide: -----      |                |                 |                      |                    |                    |                          |                        |                        |                         |                       |                       |                   |                   |                   |

**THIS WAS THE ONLY QUOTE**

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/15/2010

PRODUCER 956.686.3888 FAX 956.682.5650  
 Shepard Insurance Agency  
 P O Box 4288  
 5801 N 10th #300  
 McAllen, TX 78502

INSURED Yoder Enterprises, Inc.  
 DBA: Advanced Paging/Superior Paging  
 P O Drawer 3097  
 McAllen, TX 78502

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                | NAIC # |
| INSURER A: Maryland Casualty Co            |        |
| INSURER B: Assurance Co of America         |        |
| INSURER C: Employers Assurance Co (AMCOMP) |        |
| 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.

| INSURER ADD'L LTR. INSRD | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS  |
|--------------------------|--|---------------|------------------------------------|-------------------------------------|---|
| A                        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | PAS01111790   | 08/15/2009                         | 08/15/2010                          | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
|                          | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   | SBS01116146   | 08/15/2009                         | 08/15/2010                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$        |
|                          | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO  |               |                                    |                                     | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$   |
|                          | EXCESS / UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE \$<br>RETENTION \$  |               |                                    |                                     | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$  |
| C                        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>*yes, describe under SPECIAL PROVISIONS below<br>Y/N <input type="checkbox"/>  | WCV4142216    | 01/01/2010                         | 01/01/2011                          | <input checked="" type="checkbox"/> WC STATUTORY LIMITS<br>OTHER<br>EL. EACH ACCIDENT \$ 1,000,000<br>EL. DISEASE - EA EMPLOYEE \$ 1,000,000<br>EL. DISEASE - POLICY LIMIT \$ 1,000,000   |
|                          | OTHER  |               |                                    |                                     |   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The County of Hidalgo is named as additional insured on the general liability and auto policies and a 30 day notice of cancellation on the general liability and auto policies.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>The County of Hidalgo<br>2812 S Business Hwy 281<br>Edinburg, TX 78539 | <b>CANCELLATION</b><br>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.<br>AUTHORIZED REPRESENTATIVE<br>Kent Shepard/CL03 |
|---|---|

**AI-19233**

**41.Z.0.**

**HCSO-Award of Bid/Contract-Pager and Pager Services-Bid# 2009-218-11-18-ERT**

**CC REGULAR**

**Date:** 01/12/2010  
**Submitted By:** Letty Saenz, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Sheriff's Office

**Information**

**CAPTION**

Recommending award of bid and approval of a Service Contract with sole bidder Yoder Enterprises, Inc. d/b/a Advanced Paging meeting all specifications and/or requirements for: "Pager and Pager Services" as attached hereto for Hidalgo County Sheriff's Office-Bid No. 2009-218-11-18-ERT (Contract term one (1) year commencing 03/02/10 - 03/01/11)

**BACKGROUND**

Quote Tabulation Log/Recommendation by HCSO  
 Contract Document (approved as to form by legal counsel)

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1100-421-00-280-001-0-532  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**

**Attachments**

Link: [Quote Tab & Recommendation by HCSO](#)  
 Link: [Draft Contract Document](#)

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
|                  | (Originator)          | Letty Saenz        | 01/05/2010 10:42 AM | CREATED       |
| 1                | Purchasing Department |                    |                     | NEW           |
| 2                | Budget & Management   |                    |                     |               |
| 3                | Auditor's Office      |                    |                     |               |

Form Started By: Letty Saenz Started On: 01/05/2010 10:42 AM

**New Capital Leases & License Renewals  
CC CONSENT**

Date: 03/01/2011  
 Submitted By: Matilde Faz, PURCHASING DEPT.  
 Submitted For: Marty Salazar  
 Department: PURCHASING DEPT.  
 Agenda Category: Purchasing Department

Information

CAPTION

**1. Facilities Management-Multiplex Building:**

Requesting approval to enter into a commercial service agreement and authority to execute required agreement for 36 months with Waste Management for the Hidalgo County to service the following locations through the following, effective upon approval. (1-1100-419-40-220-001-0-421);

| Requisition | Location Address                                | Monthly  |
|-------------|---|----------|
| 188620      | 722 Breyfogle, Mission, TX 78572                | \$97.40  |
| 188620      | 730 Breyfogle, Mission, TX 78572                | \$102.44 |
| 188620      | 1 1/4 Miles North Moorefield, Mission, TX 78572 | \$83.36  |

**2. Precinct 1-Delta Park / Sanitation Departments:**

Requesting authority to enter into a 48-month new copiers (capital) lease agreements and approval to execute required Master Agreement through our membership participation with (TASB) Texas Association School Board Buy board awarded vendor IKON Office Solutions, Inc. contract #299-08 for 2 copiers different locations through the following requisitions. Effective: Upon approval;

| Requisition | Model                 | Location  | Monthly Lease | Monthly Maintenance | Account Number           |
|-------------|-----------------------|---|---------------|---------------------|--------------------------|
| 190271      | Ricoh Aficio MP 2851  | Delta Lake Park<br>28312 FM 88, Edcouch Tx 78538  | \$114.00      | \$18.15             | 11100452001210130780/432 |
| 190268      | Ricoh Aficio MP C2551 | Sanitation Department<br>Mile 11 N. X Mile 1 1/2 E. off of fm 1015<br>Sunset Park,<br>Mercedes tx 78570 | \$112.00      | \$54.00             | 11100432001210010780/432 |

**3. I. T. Information Technology Department:**

Requesting authority/approval to enter into a 12-month software maintenance license remote support renewal agreement with SHI Government Solutions, Inc. through our membership/participation with (DIR) Department of Information Resources through the following requisition #189088 20 licences for the amount of \$236.00/each totaling \$4,720.00, effective March 2, 2011 - March 2, 2012 (1-1100-415-00-200-002-0-336);

**4. Precinct 4-Administration:**

a) Requesting authority to enter into a 48-month new copier (capital) lease for a W7556P

printer through our membership/participation with (TPASS) Texas Procurement and Support Services awarded vendor, Xerox Corporation contract 985-L2 through requisition #190446 in the amount of \$657.60/month, effective upon approval (1-1200-431-00-124-005-0-780);

b) Requesting authority to enter into a month to month for 48 months end user master agreement with Seacoast Telecommunications Service, dba, Link2exchange for the Precinct 4 for the following services.

| Requisition | Service   | Users | Monthly Fee | Lease Term    | Account Number       |
|-------------|---|-------|-------------|---------------|----------------------|
| 188895      | Exchange 5G Mailboxes<br>Advanced Virus & Spam Filtering      | 5     | \$10.00     | 2/2011-2/2015 | 11200431001240050341 |
| 188895      | Full Exchange Mailboxes (Includes OWA)                        | 5     | \$49.75     | 2/2011-2/2015 | 11200431001240050341 |
| 188895      | Mobile Wireless Syncing<br>ActiveSync-Windows Mobile & iPhone | 3     | \$7.50      | 2/2011-2/2015 | 11200431001240050341 |

## BACKGROUND

### Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-40-220-001-0-421  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes  
 BUDGETARY IMPACT:  
 \$3,398.40 available funds in req. #188620 as of 02/24/11.

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-121-013-0-780  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes  
 BUDGETARY IMPACT:  
 \$1,140.00 available funds in req. #0190271 in object code 780 as of 02/24/11.

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-121-013-0-432  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes  
 BUDGETARY IMPACT:  
 \$181.50 available funds in req. #190271 in object code 432 as of 02/24/11.

FISCAL YEAR: 2011 ACCT. #: 11100432001210010432  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes  
 BUDGETARY IMPACT:  
 \$\_\_\_\_\_ available funds in req. #\_\_\_\_\_ as of 02/24/11.

FISCAL YEAR: 2011 ACCT. #: 11100432001210010780  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes  
 BUDGETARY IMPACT:  
 \$\_\_\_\_\_ available funds in req. #\_\_\_\_\_ as of 02/24/11.

FISCAL YEAR: 2011 ACCT. #: 11100415002000020336  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes  
BUDGETARY IMPACT:  
\$ \_\_\_\_\_ available funds in req. # \_\_\_\_\_ as of 02/24/11.

FISCAL YEAR: 2011 ACCT. #: 11200431001240050780  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes  
BUDGETARY IMPACT:  
\$ \_\_\_\_\_ available funds in req. # \_\_\_\_\_ as of 02/24/11.

FISCAL YEAR: 2011 ACCT. #: 11200431001240050341  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes  
BUDGETARY IMPACT:  
\$ \_\_\_\_\_ available funds in req. # \_\_\_\_\_ as of 02/24/11.

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Attachments

Link: [WM-Facilities Management](#)  
Link: [IKON-Pct. 1-Delta Park](#)  
Link: [IKON-Pct. 1 Delta Park II](#)  
Link: [IKON-Pct. 1-Sanitation Dept.](#)  
Link: [IKON-Pct. 1-Sanitation II](#)  
Link: [SHI- IT Department](#)  
Link: [Xerox-Pct. 4 Administration](#)  
Link: [Seacoast dba Link2-Pct. 4](#)  
Link: [Seacoast dba Link2-Pct. 4 II](#)

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Form Routing/Status

| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 02/24/2011 08:27 AM | APRV   |
| 2         | Budget & Management   | Erika Zamora  | 02/24/2011 08:34 AM | APRV   |
| 3         | Rosalinda Cantu       |               | 02/24/2011 02:09 PM | PEND   |

Form Started By: Matilde Faz  
Started On: 02/22/2011 09:05 AM  
Final Approval Date: 02/24/2011

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# Requisition

Req # 00188620

PO #

Date: 01/20/11

*Consent  
# 25445  
3/1/11*

Bill To: x  
x

**Vendor:** 179337  
WASTE MANAGEMENT OF TEXAS, INC.  
P.O. BOX 660345  
DALLAS TX 75266-0345  
FAX (956)781-5572

**Ship To:** FACILITIES MANAGEMENT DEPARTMENT  
3100 S. BUSINESS HWY 281  
EDINBURG TX 78539

**Contact:** MSIFUENTES  
956-289-7853

Contract No:

Special Instructions:

REQ # 40

| QUANTITY | UOM   | DESCRIPTION  | UNIT PRICE  | AMOUNT   |
|----------|-------|--|-------------|----------|
|          |       | DO NOT DUPLICATE ORDER   |             |          |
| 12.00    | MONTH | OM NEW 36 MONTHS WASTE COLLECTION SERVICE AGREEMENT AT THE MULTIPLEX 722 BREYFOGLE, MISSION, TX (PRICES ARE SUBJECT TO CHANGE DUE TO FUEL)       | 97.40       | 1,168.80 |
| 12.00    | MONTH | OM NEW 36 MONTHS WASTE COLLECTION SERVICE AGREEMENT AT THE MULTIPLEX 730 BREYFOGLE, MISSION, TX (PRICES ARE SUBJECT TO CHANGE)                   | 102.44      | 1,229.28 |
| 12.00    | MONTH | OM NEW 36 MONTHS WASTE COLLECTION SERVICE AGREEMENT FOR THE LA MANSION 1 1/4 MILES NORTH MOOREFIELD, MISSION, TX. (PRICES ARE SUBJECT TO CHANGE) | 83.36       | 1,000.32 |
|          |       | Account No   | Encumbrance |          |
|          |       | 1-1100-419-40-220-001-0-421  | 3,398.40    |          |
|          |       |  | Freight     | .00      |
|          |       |  | Total       | 3,398.40 |
|          |       | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233   |             |          |

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

188620

Consent



**SERVICE AGREEMENT  
NON-HAZARDOUS WASTES**

SIC 9111  
Type of Business

Waste Management of Texas Inc.  
1901 Afton  
Houston, TX 77055  
Phone: 713-888-8888

Territory # 77/RRamirez  
ACCOUNT# 717-23376  
REASON CODE U S A  
EFFECTIVE DATE 1/ 01 /11

|                 |                                |
|-----------------|--------------------------------|
| ACCOUNT NAME    | HIDALGO COUNTY BLDG AND GROUND |
| SERVICE ADDRESS | 722 BREYFOGLE                  |
| CITY ST ZIP     | MISSION TX 78572               |
| COUNTY          | HIDALGO (OUT)                  |
| EMAIL           |                                |
| TEL #           | 956-289-7851                   |
| FAX #           | 956-318-2648                   |
| CONTACT         | ALMA YBARRA                    |

|                 |   |
|-----------------|---|
| BILLING NAME    | HIDALGO COUNTY BLDG AND GROUND              |
| BILLING ADDRESS | PO BOX 1356                                 |
| CITY ST ZIP     | ATTN: ACCOUNTS PAYABLE<br>EDINBURG TX 78543 |
| EMAIL           |   |
| TEL #           | 956-289-7851                                |
| FAX #           | 956-318-2648                                |
| CONTACT         | ALMA YBARRA                                 |

**EQUIPMENT/SERVICE SPECIFICATIONS**

| Loc.                                    | System | Quantity | Size | Lids | Wheels | Lock | Frequency | On Call | Schedule & Route No. | Charge(s) | Month | Unit |
|---|--------|----------|------|------|--------|------|-----------|---------|----------------------|-----------|-------|------|
| N                                       | CM     | 1        | 4FL  |      |        |      | 1X        |         | M P148 T W H F B U   | \$ 97.40  | Month | Lift |
| E                                       |        |          |      |      |        |      |           |         | M T W H F S U        | \$        | Month | Lift |
| W                                       |        |          |      |      |        |      |           |         | M T W H F S U        | \$        | Month | Lift |
|   |        |          |      |      |        |      |           |         | M T W H F S U        | \$        | Month | Lift |
| Map Code/ Driver Notes, 244, A2 Minutes |        |          |      |      |        |      |           |         |                      |           | Month | Lift |
| O                                       |        |          |      |      |        |      |           |         | M T W H F B U        | \$        | Month | Lift |
| L                                       |        |          |      |      |        |      |           |         | M T W H P B U        | \$        | Month | Lift |
| D                                       |        |          |      |      |        |      |           |         | M T W H F S U        | \$        | Month | Lift |
|   |        |          |      |      |        |      |           |         | M T W H F B U        | \$        | Month | Lift |

**SPECIAL INSTRUCTIONS**

|                   |    |                |           |
|-------------------|----|----------------|-----------|
| CUSTOMER DEPOSIT  | N  | RENEWABLE      | Y         |
|                   |    | TERM           | 36 MONTHS |
| P.O. NUMBER       | N  |                |           |
| JOB NUMBER        | N  |                |           |
| RECEIPT REQUIRED? | N  | BILL TO ACCT # | -         |
| RATE RESTRICTION  | N  | DISPOSAL SITE  |           |
| TAXABLE           | N- |                |           |

|                          |          |
|--------------------------|----------|
| Service Charge per Month | \$ 97.40 |
| Casters/Locks            | \$       |
| Extra Pickup Charges     |          |
| Per Lift                 | \$ 82.40 |
| Per Yard                 | \$       |
| Per Ton                  | \$       |
| Hauling Per Load         | \$       |
| Disposal Per Ton         | \$       |
| Disposal per Load        | \$       |
| Total per Load           | \$       |
| Delivery Charge          | \$       |
| Scheduled Charge         | \$       |
| Removal Charge           | \$ 83.00 |
| Trip Charge              | \$       |
| Franchise Fee            | \$       |
| Minimum Charge per Month | \$       |

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

TERMS: NET 10 DAYS

\*Tax, Fuel & Environmental Fee Not Included

CUSTOMER

X  
(AUTHORIZED SIGNATURE)

X  
(TITLE)

(DATE)

NAME (PRINT OR TYPE) X

CONTRACTOR

(AUTHORIZED SIGNATURE)

77 2/14/11

TERRITORY NUMBER (DATE)



**SERVICE AGREEMENT  
NON-HAZARDOUS WASTES**

SIC 8111  
Type of Business \_\_\_\_\_

Waste Management of Texas Inc.  
1901 Afton  
Houston, TX 77055  
Phone: 713-888-8888

Territory # 77/RRamirez  
ACCOUNT# 717-23377  
REASON CODE U S A  
EFFECTIVE DATE 1/01/11

|                 |                                |
|-----------------|--------------------------------|
| ACCOUNT NAME    | HIDALGO COUNTY BLDG AND GROUND |
| SERVICE ADDRESS | 730 BREYFOGLE                  |
| CITY ST ZIP     | MISSION TX 78574               |
| COUNTY          | HIDALGO (OUT)                  |
| EMAIL           |                                |
| TEL #           | 956-289-7851                   |
| FAX #           | 956-318-2648                   |
| CONTACT         | ALMA YBARRA                    |

|                 |   |
|-----------------|---|
| BILLING NAME    | HIDALGO COUNTY BLDG AND GROUND              |
| BILLING ADDRESS | PO BOX 1356                                 |
| CITY ST ZIP     | ATTN: ACCOUNTS PAYABLE<br>EDINBURG TX 78543 |
| EMAIL           |   |
| TEL #           | 956-289-7851                                |
| FAX #           | 956-318-2648                                |
| CONTACT         | ALMA YBARRA                                 |

**EQUIPMENT/SERVICE SPECIFICATIONS**

| Loc.   | System | Quantity | Size | Lits | Wheels | Lock | Frequently | On Call | Schedule & Route No. | Charge(s) | Month | Unit |
|--|--------|----------|------|------|--------|------|------------|---------|----------------------|-----------|-------|------|
| N  | CM     | 1        | 4FL  |      |        |      | 1X         |         | M P148 T W H F S U   | \$ 102.44 | Month | Lit  |
| E  |        |          |      |      |        |      |            |         | M T W H F S U        | \$        | Month | Lit  |
| W  |        |          |      |      |        |      |            |         | M T W H F S U        | \$        | Month | Lit  |
|  |        |          |      |      |        |      |            |         | M T W H F S U        | \$        | Month | Lit  |
| Map Code/ Driver Notes, <b>244, A3 Minutes</b> |        |          |      |      |        |      |            |         |                      |           |       |      |
| O  |        |          |      |      |        |      |            |         | M T W H F S U        | \$        | Month | Lit  |
| L  |        |          |      |      |        |      |            |         | M T W H F S U        | \$        | Month | Lit  |
| D  |        |          |      |      |        |      |            |         | M T W H F S U        | \$        | Month | Lit  |
|  |        |          |      |      |        |      |            |         | M T W H F S U        | \$        | Month | Lit  |

**SPECIAL INSTRUCTIONS**

|                   |   |                |           |
|-------------------|---|----------------|-----------|
| CUSTOMER DEPOSIT  | N | RENEWABLE      | Y         |
|                   |   | TERM           | 36 MONTHS |
| P.O. NUMBER       | N |                |           |
| JOB NUMBER        | N |                |           |
| RECEIPT REQUIRED? | N | BILL TO ACCT # | -         |
| RATE RESTRICTION  | N | DISPOSAL SITE  |           |
| TAXABLE           | N |                |           |

| SCHEDULE OF CHARGES      |           |
|--------------------------|-----------|
| Service Charge per Month | \$ 102.44 |
| Containers/Looks         | \$        |
| Extra Pickup Charges     | \$        |
| Per Lit                  | \$ 82.40  |
| Per Yard                 | \$        |
| Per Ton                  | \$        |
| Hauling Per Load         | \$        |
| Disposal Per Ton         | \$        |
| Deposal per Load         | \$        |
| Total per Load           | \$        |
| Delivery Charge          | \$        |
| Scheduled Charge         | \$        |
| Removal Charge           | \$ 83.00  |
| Trip Charge              | \$        |
| Franchise Fees           | \$        |
| Minimum Charge per Month | \$        |

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

TERMS: NET 10 DAYS

\*Tax, Fuel & Environmental Fee Not Included

CUSTOMER

**X**

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

**X**

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

NAME (PRINT OR TYPE) **X**

\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

77

2/14/11

\_\_\_\_\_  
TERRITORY NUMBER

\_\_\_\_\_  
(DATE)



**SERVICE AGREEMENT  
NON-HAZARDOUS WASTES**

SIC 9111  
Type of Business \_\_\_\_\_

Waste Management of Texas Inc.  
1801 Afton  
Houston, TX 77055  
Phone: 713-688-6666

Territory # 77/R Ramirez  
ACCOUNT# 717-14405  
REASON CODE U S A  
EFFECTIVE DATE 1/01/11

ACCOUNT NAME HIDALGO COUNTY BLDG AND GROUND  
SERVICE ADDRESS 1 1/4 MILES NORTH MOOREFIELD  
CITY ST ZIP MISSION TX 78572  
COUNTY HIDALGO (OUT)  
EMAIL \_\_\_\_\_  
TEL # 956-289-7851 FAX # 956-318-2648  
CONTACT ALMA YBARRA

BILLING NAME HIDALGO COUNTY BLDG AND GROUND  
BILLING ADDRESS PO BOX 1356  
CITY ST ZIP EDINBURG TX 78543  
EMAIL \_\_\_\_\_  
TEL # 956-289-7851 FAX # 956-318-2648  
CONTACT ALMA YBARRA

**EQUIPMENT/SERVICE SPECIFICATIONS**

| Log  | System | Quantity | Rise | Lids | Wheels | Lock | Frequency | Op Cts | Schedule & Route No. |   |   |   | Charge(s) | Month | LR       |       |    |
|--|--------|----------|------|------|--------|------|-----------|--------|----------------------|---|---|---|-----------|-------|----------|-------|----|
| N  | CM     | 1        | 3FL  |      |        |      | 1X        |        | M                    | T | W | H | F P548 B  | U     | \$ 83.36 | Month | LR |
| E  |        |          |      |      |        |      |           |        | M                    | T | W | H | F S U     | U     | \$       | Month | LR |
| W  |        |          |      |      |        |      |           |        | M                    | T | W | H | F S U     | U     | \$       | Month | LR |
|  |        |          |      |      |        |      |           |        | M                    | T | W | H | F S U     | U     | \$       | Month | LR |
| Map Code/ Driver Notes, <u>244, A3 Minutes</u> |        |          |      |      |        |      |           |        |                      |   |   |   |           |       |          |       |    |
| O  |        |          |      |      |        |      |           |        | M                    | T | W | H | F S U     | U     | \$       | Month | LR |
| L  |        |          |      |      |        |      |           |        | M                    | T | W | H | F S U     | U     | \$       | Month | LR |
| D  |        |          |      |      |        |      |           |        | M                    | T | W | H | F S U     | U     | \$       | Month | LR |
|  |        |          |      |      |        |      |           |        | M                    | T | W | H | F S U     | U     | \$       | Month | LR |

**SPECIAL INSTRUCTIONS**

CUSTOMER DEPOSIT N RENEWABLE Y  
TERM 36 MONTHS  
P.O. NUMBER N  
JOB NUMBER N  
RECEIPT REQUIRED? N BILL TO ACCT# -  
RATE RESTRICTION N DISPOSAL SITE \_\_\_\_\_  
TAXABLE N-

**SCHEDULE OF CHARGES**

|                          |          |
|--------------------------|----------|
| Service Charge per Month | \$ 83.36 |
| Costers/Lods             | \$       |
| Extra Pickup Charges     | \$       |
| Per LR                   | \$ 82.40 |
| Per Yard                 | \$       |
| Per Ton                  | \$       |
| Hauling Per Load         | \$       |
| Disposal Per Ton         | \$       |
| Disposal per Load        | \$       |
| Total per Load           | \$       |
| Delivery Charge          | \$       |
| Scheduled Charge         | \$       |
| Removal Charge           | \$ 83.00 |
| Trip Charge              | \$       |
| Franchise Fees           | \$       |
| Minimum Charge per Month | \$       |

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

TERMS: NET 10 DAYS

\*Tax, Fuel & Environmental Fee Not Included

CUSTOMER  
X  
(AUTHORIZED SIGNATURE)  
X  
(TITLE) \_\_\_\_\_ (DATE) \_\_\_\_\_  
NAME (PRINT OR TYPE) X

CONTRACTOR  
\_\_\_\_\_  
(AUTHORIZED SIGNATURE)  
77 2/14/11  
TERRITORY NUMBER (DATE)

# COLLECTION SERVICE AGREEMENT TERMS AND CONDITIONS

**1. SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "waste materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/solvent-characterized wastes, and demolition debris, provided that Customer's completed Waste Profile for such Special Waste has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous waste or material, or toxic substance, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

**2. TERM.** The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional Terms of twelve (12) months each unless either party gives to the other party written Notification of termination of least sixty (60) days prior to the termination of the then-existing Term.

**3. SERVICES GUARANTY.** If the Company fails to perform the services described within five (5) business days of its receipt of a written Notification from Customer (See Section 10), Customer may terminate this Agreement with the payment of all monies due through the termination date.

**4. CHARGES; PAYMENTS; ADJUSTMENTS.** Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's Invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to the following uncontrollable circumstances: changes in local, state or federal laws or regulations; imposition of taxes, fees or surcharges; the closure or heavy maintenance of roads used to provide service, and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. Written notice of any changes in charges in accordance with this provision will be provided to the Customer either prior to or in conjunction with the first billing statement that reflects the change.

**5. CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties. Written notice of any changes in accordance with this provision will be provided to the Customer either prior to or in conjunction with the first billing statement that reflects the change.

**6. EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

**7. LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the initial Term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining Term under this Agreement is six or more months, Customer shall pay its most recent full monthly charges multiplied by six; or 2) if the remaining Term under this Agreement is less than six months, Customer shall pay its most recent full monthly charges multiplied by the number of months remaining in the Term. In the event Customer terminates this Agreement prior to the expiration of any renewal Term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining renewal Term under this Agreement is three or more months, Customer shall pay its most recent full monthly charges multiplied by three; or 2) if the remaining Term under this

Agreement is less than three months, Customer shall pay its most recent full monthly charges multiplied by the number of months remaining in the renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance or non-performance of this Agreement.

**8. INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which you may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of your waste, or (2) as a result of the disposal of your waste, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that our indemnification obligations will not apply to occurrences involving Excluded Materials or caused by your willful or grossly negligent actions.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which we may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by your breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of or in connection with the performance or non-performance of this Agreement.

**9. MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) Neither party shall assign this Agreement without the prior written consent of the other party, except that Company may assign this Agreement to any entity affiliated with Company without Customer's consent. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; and (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees.

**10. NOTIFICATION.** All written notification required by this agreement shall be by Certified Mail, Return Receipt Requested or by facsimile with an automated data and time stamp to the attention of Sales Manager \_\_\_\_\_ at the facsimile number for the Company on the reverse side.

\* \_\_\_\_\_  
Customer Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sales Representative Date

\_\_\_\_\_  
Sales ID

# Requisition

Req # 00190271

PO #

Date: 02/16/11

*Consent  
#25445  
3/1/11*

Bill To: x  
x

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

Ship To: HIDALGO CO. PCT 1  
1902 Joe Stephens Ave  
WESLACO TX 78596

Contact: SANTIAGO / NOE  
956-968-8733

Contract No: TASS BUYBOARD 29

Special Instructions:  
P49

| QUANTITY | UOM   | DESCRIPTION   | UNIT PRICE  | AMOUNT   |
|----------|-------|---|-------------|----------|
|          |       | *****PRECINCT 1-DELTA LAKE PARK*****<br>AS PER TASS BUYBOARD CATALOG 299-08<br>UPON DELIVERY OF THE NEW EQUIPMENT PLEASE PICKUP TRADE-IN<br>SERIAL #<br>DO NOT DUPLICATE ORDER  |             |          |
| 10.00    | MONTH | CO NEW 48 MONTH COPIER (CAPITAL) LEASE<br>FOR A RICOH AFICIO MP 2851<br>PRICING COMPONENTS INCLUDES:<br>EQUIPMENT, DELIVERY, INSTALLATION, OPERATOR TRAINING,<br>MAINTENANCE, TONER, STAPLES AND SERVICE PERFORMED BY<br>IKON CUSTOMER SERVICE TECHNICIANS (YOU WILL INCUR NO<br>ADDITIONAL CHARGES FOR PARTS OR LABOR) | 78.00       | 780.00   |
| 10.00    | MONTH | CO NEW 48 MONTH COPIER (CAPITAL) LEASE<br>ARDR DF3030 (50 SHEET)  | 16.00       | 160.00   |
| 10.00    | MONTH | CO NEW 48 MONTH COPIER (CAPITAL) LEASE<br>FAC 38 CABINET  | 3.00        | 30.00    |
| 10.00    | MONTH | CO NEW 48 MONTH COPIER (CAPITAL) LEASE<br>DIGITAL QC 120/15 NETWORK POWERFILTER - SURGE PROTECTOR   | 3.00        | 30.00    |
| 10.00    | MONTH | CO NEW 48 MONTH COPIER (CAPITAL) LEASE<br>FAX OPTION TYPE 3351  | 14.00       | 140.00   |
| 10.00    | MONTH | CO NEW 48 MONTH COPIER (CAPITAL) LEASE<br>SERVICE-(1,500 B&W IMAGES PER MONTH WITH OVERAGES @<br>\$0.0095   | 18.15       | 181.50   |
|          |       | Account No  | Encumbrance |          |
|          |       | 1-1100-452-00-121-013-0-432   | 181.50      |          |
|          |       | 1-1100-452-00-121-013-0-780   | 1,140.00    |          |
|          |       |   | Freight     | .00      |
|          |       |   | Total       | 1,321.50 |
|          |       | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233  |             |          |

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

# Proposal for Hidalgo County Pct. 1 - Parks



## PREPARED BY:

Aissa Garcia – Account Executive  
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Email: [aigarcia@ikon.com](mailto:aigarcia@ikon.com)

## PREPARED FOR:

*Hidalgo County Pct. 1 – Parks*

*Date Submitted: February 11, 2011*

190271



Aissa Garcia  
Account Executive  
IKON Office Solutions, Inc.  
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McAllen, TX 78503  
(956) 607-6465  
aigarcia@IKON.com



**Reservation of Rights**—In response to your request, we have reviewed and are responding to the terms and conditions in your RFP or invitation. Based on our review of the information provided by you, IKON is confident that contracts acceptable to us may be reached promptly following any award. Specifically, we recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the same right. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and our proposed solution. Following bid award, we contemplate that we will both negotiate and sign, in the exercise of good faith, customary definitive agreement(s) to govern our relationship, and provide reasonable assurances of our authority to enter into such agreements. In an effort to expedite the finalization of our agreements, we have noted the following topics for our discussion, which are either not addressed in your request or for which we request further clarification:

- To the extent you lease from us or IKON Financial Services, customary terms and conditions related to equipment financing, subject to customary non-appropriation rights;
- Mutually acceptable terms related to the measurement and calculation of service levels, including customary terms related to reporting requirements and remedies;
- Standard industry service termination and default, rights and remedies, including reasonable written notice requirements and cure periods;
- Risk of loss and insurance requirements during possession of provided equipment;
- Assignment rights subject to prior credit approval;
- Standard industry warranties for service and support and the transfer of applicable manufacturer product warranties, as well as customary limitations of implied warranties;
- Mutual indemnification for third party claims arising from acts of misconduct in connection with the performance of services; and
- Mutual liability protections for consequential and similar damages.

As is customary for transactions of this type, any acknowledgements made by each of us are qualified by the right to negotiate mutually acceptable terms. Our proposal is based upon the information provided by you, and the assumptions made by us in preparing our response. Any changes to information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

**Proprietary and Confidential Statement**—The enclosed materials are proprietary to IKON Office Solutions, Inc. ("IKON"), and IKON reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to IKON and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of IKON. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of IKON as a potential business partner. These materials do not represent an offer or a binding agreement.

## Ricoh MP 2851



The Ricoh MP 2851 delivers exceptional results to businesses seeking versatile digital copying, productive network scanning and printing. Featuring professional image quality and a space-saving design, these models incorporate an array of impressive features that will substantially increase user productivity.

### ***Key Features of the Ricoh MP 2851***

- 28 PPM monochrome output speed, Low cost per page output
- 1,100-sheet paper capacity
- 500-sheet finisher and cabinet stand
- Device is fax, print and scan enabled - providing both black & white and color scanning functionality
- Warm up time of 22 seconds and 4.5 seconds monochrome first print speed
- ESP Power Filter
- Energy Star® compliant
- Warm up time less than 45 seconds



# Financial Considerations

## Investment Details: Ricoh MP 2851



### Current Situation:

Parks - Canon IR2230 – 1,500 copies

\$120.00 Monthly (48 mths)

### Financial Considerations for 48 Months

| Equipment Breakdown  | TASB Purchase Pricing | 48 mo Pricing   |
|--|-----------------------|-----------------|
| 1. Ricoh Aficio MP 2851  | \$3,202.00            | \$78.00         |
| ARDR DF3030 (50 Sheet)   | \$676.00              | \$16.00         |
| FAC 38 Cabinet   | \$111.00              | \$3.00          |
| Digital QC 120/15 Network Powerfilter-Surge Protector                  | \$115.00              | \$3.00          |
| Fax Option Type 3351   | \$578.00              | \$14.00         |
| <b>Equipment Total</b>   |                       | <b>\$114.00</b> |
| <b>Service – (1,500 B/W images per month with overages @ \$0.0095)</b> |                       | <b>\$18.15</b>  |
|  | <b>Grand Total</b>    | <b>\$132.15</b> |

### 48 Month Lease Option MP 2851- Grand Total - \$132.15

(Please see attached TASB Pricing Sheet for further break downs of each machine and service)

**Pricing Components Include:** Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by IKON Customer Service Technicians (You will incur no additional charges for parts or labor)

**\*\*NOTE:** All rates are Property Tax Inclusive and based off of the TASB BuyBoard Contract #: 299-08  
Complete Lease Forgiveness on current lease Contract # 429301-1008606A5

[www.ikon.com](http://www.ikon.com)



**IKON** Document Efficiency  
*At Work.*

A RICOH COMPANY

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| Product Description   | Vendor Part Number | MSRP    | TLGC Selling Price | 24 Mo | 36 Mo | 48 Mo                   | 60 Mo           |
|---|--------------------|---------|--------------------|-------|-------|-------------------------|-----------------|
| <b>Ricoh Aficio MP2851SP</b>                                  |                    |         |                    |       |       |                         |                 |
| <b>BASE UNIT</b>  |                    |         |                    |       |       |                         |                 |
| Ricoh Aficio MP2851SP   | MP2851SP           | \$7,600 | 3,202              | 135   | 97    | 78                      | 67              |
| <b>COPIER ACCESSORIES</b>                                     |                    |         |                    |       |       |                         |                 |
| ARDF DF3030 (50 Sheet)  | 414143             | \$1,330 | 676                | 29    | 20    | 16                      | 14              |
| Platen Cover Type 3800C                                       | 412551             | \$95    | 52                 | 2     | 2     | 1                       | 1               |
| 1 Bin Tray BN3030   | 414127             | \$325   | 161                | 7     | 5     | 4                       | 3               |
| Finisher SR3050 (500 Sheet)                                   | 414130             | \$1,045 | 514                | 22    | 16    | 13                      | 11              |
| 1,000 Sheet Finisher SR790                                    | 412730             | \$1,480 | 764                | 32    | 23    | 19                      | 16              |
| Booklet Finisher SR3000 1,000 Sheet Finisher                  | 412851             | \$3,150 | 1,578              | 67    | 48    | 38                      | 33              |
| Bridge Unit BU3020  | 414125             | \$240   | 130                | 5     | 4     | 3                       | 3               |
| Punch Unit Kit PU3000   | 412855             | \$765   | 389                | 16    | 12    | 9                       | 8               |
| Internal Shift Tray SH3010                                    | 414140             | \$325   | 165                | 7     | 5     | 4                       | 3               |
| PS500 Large Capacity Tray                                     | 410958             | \$1,470 | 772                | 33    | 23    | 19                      | 16              |
| Paper Feed Unit Type PB 3030                                  | 413673             | \$1,313 | 641                | 27    | 19    | 16                      | 13              |
| FAC 38 Cabinet  | 414520             | \$207   | 111                | 5     | 3     | 3                       | 2               |
| Key Counter Bracket Type H                                    | 412552             | \$100   | 50                 | 2     | 2     | 1                       | 1               |
| Optional Counter Interface Unit Type A                        | 413012             | \$62    | 32                 | 1     | 1     | 1                       | 1               |
| ESP Digital QC 120/15 Network - (Powerfilter)                 | D5133NT            | \$170   | 115                | 5     | 3     | 3                       | 2               |
| <b>FAX OPTION ACCESSORIES</b>                                 |                    |         |                    |       |       |                         |                 |
| Fax Option Type 3351  | 415285             | \$1,100 | 578                | 24    | 18    | 14                      | 12              |
| 32MB Memory Unit Type B                                       | 001342MIU          | \$195   | 94                 | 4     | 3     | 2                       | 2               |
| G3 Interface Unit Type 3350                                   | 414084             | \$680   | 348                | 15    | 11    | 8                       | 7               |
| Handset Type 1018   | 410781             | \$68    | 36                 | 2     | 1     | 1                       | 1               |
| <b>PRINT/SCAN OPTION</b>                                      |                    |         |                    |       |       |                         |                 |
| PostScript 3 Unit Type 3350                                   | 414120             | \$570   | 290                | 12    | 9     | 7                       | 6               |
| IEEE802.11a/b/g Wireless Interface Type J                     | 414008             | \$565   | 303                | 13    | 9     | 7                       | 6               |
| IEEE1284 Interface Board Type A                               | 411699             | \$105   | 53                 | 2     | 2     | 1                       | 1               |
| Bluetooth Interface Unit Type 3245                            | 412866             | \$378   | 233                | 10    | 7     | 6                       | 5               |
| Gigabit Ethernet Board Type A                                 | 402547             | \$340   | 220                | 9     | 7     | 5                       | 5               |
| File Format Converter Type E                                  | 414007             | \$605   | 318                | 13    | 10    | 8                       | 7               |
| 3L68-19 USB Keyboard MP2550/MP3350                            | 100256FNG          | \$449   | 428                | 18    | 13    | 10                      | 9               |
| <b>SECURITY OPTIONS</b>                                       |                    |         |                    |       |       |                         |                 |
| Data Overwrite Security Unit Type I                           | 413955             | \$420   | 210                | 9     | 6     | 5                       | 4               |
| HDD Encryption Unit Type A                                    | 414021             | \$390   | 207                | 9     | 6     | 5                       | 4               |
|   |                    |         |                    |       |       | <b>TOTAL FOR MP2851</b> | <b>\$114.00</b> |
| <b>SUPPLIES</b>   |                    |         |                    |       |       |                         |                 |
| TONER TYPE 2120D/25335627                                     | 841337             | \$231   |                    |       |       |                         |                 |
| STAPLES TYPE K 5000/CTG                                       | 410801             | \$44    |                    |       |       |                         |                 |
| STAPLES TYPE K REFILL   | 410802             | \$78    |                    |       |       |                         |                 |
| Staple Type S for SR3000 (Saddle Stitch) (Uses Type K Refill) | 412874             | \$50    |                    |       |       |                         |                 |
| Marker Type 30  | 334049             | \$31    |                    |       |       |                         |                 |

# TASB

## IKON Office Solutions GTX IMP

CANON / RICOH DIGITAL BLACK&WHITE, COLOR AND PROFESSIONAL SERVICES

| TERM                  | SEG 1   | SEG 2       | SEG 3        | SEG 4a        | SEG 4b        | SEG 5a        | SEG 5b        | SEG 6    |
|-----------------------|---|-------------|--------------|---------------|---------------|---------------|---------------|----------|
|                       | Per Copy  | Per Copy    | Per Copy     | Per Copy      | Per Copy      | Per Copy      | Per Copy      | Per Copy |
| 12 MONTH              | 0.0149  | 0.011       | 0.0085       | 0.0066        | 0.0064        | 0.0058        | 0.0056        | 0.0051   |
| 36 MONTH RATE         | 0.0156  | 0.0115      | 0.0089       | 0.0068        | 0.0066        | 0.006         | 0.0058        | 0.0053   |
| 48 MONTH RATE         | 0.0163  | 0.0121      | 0.0093       | 0.0071        | 0.0068        | 0.0063        | 0.006         | 0.0055   |
| 60 MONTH RATE         | 0.0171  | 0.0127      | 0.0098       | 0.0075        | 0.0072        | 0.0066        | 0.0062        | 0.0057   |
| <b>OVERAGES</b>       | 0.0145  | 0.0095      | 0.0086       | 0.0062        | 0.0060        | 0.0055        | 0.0054        | 0.0050   |
| <b>MONTHLY VOLUME</b> | 1,000-2,500   | 2,500-5,000 | 5,000-10,000 | 10,000-20,000 | 20,000-30,000 | 30,000-40,000 | 40,000-75,000 | 75,000 + |
|                       | B/W Service for MP 2851SP: 1,500 B/W Images per month = 1,500 x \$0.0121 = \$18.15 (overages @ .0095) |             |              |               |               |               |               |          |

Price included Service Parts/Labor, Black Toner and Staples. Excluded Connectivity Support.

\* **Required Minimum Volume**

| TERM                        | C1100/IPC-1 | CLC-4/5100 | MP32000/2500 /3000 | MP3500/4600 /6000/7500 | C2550/3080/3480 | C-4080/4580/6185 | C-5080/5088U  | CP9500/6500/7000/8000/9000 |
|-----------------------------|-------------|------------|--------------------|------------------------|-----------------|------------------|---------------|----------------------------|
|                             | Color*      | Color*     | BW or Color**      | BW or Color**          |                 | BW or Color**    | BW or Color** | Color*                     |
| 12 MONTH                    | 0.1200      | 0.0680     | 0.0750             | 0.0750                 | 0.0660          | 0.0660           | 0.0830        | 0.0520                     |
| 36 MONTH RATE               | 0.1250      | 0.0700     | 0.0770             | 0.0770                 | 0.0679          | 0.0679           | 0.0850        | 0.0540                     |
| 48 MONTH RATE               | 0.1313      | 0.0720     | 0.0790             | 0.0790                 | 0.0712          | 0.0712           | 0.0870        | 0.0560                     |
| 60 MONTH RATE               | 0.1378      | 0.0740     | 0.0810             | 0.0810                 | 0.0748          | 0.0748           | 0.0890        | 0.0580                     |
| <b>OVERAGES COLOR</b>       | 0.1100      | 0.0660     | 0.0720             | 0.0720                 | 0.0640          | 0.0640           | 0.0810        | 0.0500                     |
| <b>BLACK/WHITE CPC</b>      | 0.0200      | 0.0130     | 0.0110             | 0.0090                 | 0.0110          | 0.0100           | 0.0120        | 0.0120                     |
| <b>MONTHLY VOLUME COLOR</b> | 1,000-2,500 | 10,000 +   | 2,500 +            | 5,000 +                | 2,500 +         | 5,000 +          | 5,000 +       | 10,000 +                   |
| <b>RIP Fees</b>             | \$45/month  | \$50/month | \$30/month         | \$30/month             | \$30/month      | \$30/month       | \$30/month    | \$50/month                 |
| No charge for Embedded RIFs |             |            |                    |                        |                 |                  |               |                            |

SERVICE TOTALS 1,500 B/W Images per month @ \$0.0121 = \$18.15

TOTAL MONTHLY SERVICE FEE \$18.15

Overages @ \$0.0095

### Managed Printer Fleet Pricing

All LaserJet Printe BuyBoard Pricing

B/W Printer .03/Impression\*

Color .25/Impression\*

\* Only Laser Jets

\* All Printers need to have Director of Service approval

Price included Service Parts/Labor, Toners and Staples . Excluded Connectivity Support.

\* **Required Minimum COLOR Volume.** \*\* Select either Black/White or Color as minimum.



STATE AND LOCAL GOVERNMENT  
**Product Schedule**



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 HIDALGO, COUNTY OF \_\_\_\_\_, as Customer ("Customer" or "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 Schedules to the Master Agreement.

**CUSTOMER INFORMATION**

|  |  |       |   |  |        |       |     |
|--|--|-------|---|--|--------|-------|-----|
| <b>HIDALGO COUNTY - PARKS</b>                        |  |       |   | <b>SANTIAGO ZAVALA</b>   |        |       |     |
| Customer (Bill To)<br>28312 FM 88                    |  |       |   | Billing Contact Name<br>1902 JOE STEPHENS STE. 101                               |        |       |     |
| Product Location Address<br>EDCOUCH HIDALGO TX 78538 |  |       |   | Billing Address (if different from location address)<br>WESLACO HIDALGO TX 78596 |        |       |     |
| City   | County   | State | Zip   | City   | County | State | Zip |
| Billing Contact Telephone Number<br>956-282-6585     | Billing Contact Facsimile Number<br>956-262-9840 |       | Billing Contact E-Mail Address<br>NA@NA.COM |  |        |       |     |

**PRODUCT DESCRIPTION ("Product")**

| Qty | Product Description: Make & Model |
|-----|-----------------------------------|
| 1   | RICOH MP 2851                     |
|     |                                   |
|     |                                   |
|     |                                   |
|     |                                   |
|     |                                   |

| Qty | Product Description: Make & Model |
|-----|-----------------------------------|
|     |                                   |
|     |                                   |
|     |                                   |
|     |                                   |
|     |                                   |
|     |                                   |

**PAYMENT SCHEDULE**

| <b>Minimum Term</b><br>(months)<br><br>48   | <b>Minimum Payment</b><br>(Without Tax)<br><br>\$ 114.00 | <b>Minimum Payment Billing Frequency</b><br><input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Other: _____ | <b>Advance Payment</b><br><input type="checkbox"/> 1 <sup>st</sup> Payment<br><input type="checkbox"/> 1 <sup>st</sup> & Last Payment<br><input type="checkbox"/> Other: _____ |     |  |             |       |         |     |  |  |
|---|--|--|--|-----|--|-------------|-------|---------|-----|--|--|
| <b>Guaranteed Minimum Images**</b><br><table border="1"> <tr> <th>Black/White</th> <th>Color</th> </tr> <tr> <td>1,500</td> <td>N/A</td> </tr> </table> | Black/White  | Color  | 1,500  | N/A | <b>Cost of Additional Images*</b><br><table border="1"> <tr> <th>Black/White</th> <th>Color</th> </tr> <tr> <td>\$.0095</td> <td>N/A</td> </tr> </table> | Black/White | Color | \$.0095 | N/A | <b>Meter Reading/Billing Frequency</b><br><input type="checkbox"/> Monthly<br><input checked="" type="checkbox"/> Quarterly<br><input type="checkbox"/> Other: _____ |  |
| Black/White   | Color  |  |  |     |  |             |       |         |     |  |  |
| 1,500   | N/A  |  |  |     |  |             |       |         |     |  |  |
| Black/White   | Color  |  |  |     |  |             |       |         |     |  |  |
| \$.0095   | N/A  |  |  |     |  |             |       |         |     |  |  |

\* Based upon Minimum Payment Billing Frequency  
 \*\* Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

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.
- You, the undersigned Customer, have applied to us to use the above-described items ("Product") 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 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.**

3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
4. Additional Provisions (if any) are: \_\_\_\_\_

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

|   |   |
|---|---|
| <p>By: <input checked="" type="checkbox"/> _____<br/>Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> | <p>Accepted by: IKON OFFICE SOLUTIONS, INC.</p> <p>By: _____<br/>Authorized Signer Signature</p> <p>Printed Name: <i>Mike Johnson</i></p> <p>Title: <i>AVP</i> Date: <i>2/16/11</i></p> |
|---|---|

The below service commitments (collectively, the "Service Commitments") 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 Service Commitments. The Service Commitments are only applicable to the equipment ("Equipment") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Equipment is 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 Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

**EQUIPMENT SERVICE AND SUPPLIES**

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00am and 5:00pm, Monday to Friday excluding public holidays. IKON will also provide the supplies required to produce images on the Equipment covered under the Image Management Plus Product Schedule (other than non-metered equipment and soft-metered Equipment). The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included. **INCLUDES STAPLES X**

**RESPONSE TIME COMMITMENT**

IKON will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any IKON office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Equipment covered by the Image Management Plus Product Schedule.

**UPTIME PERFORMANCE COMMITMENT**

IKON will service the Equipment to be Operational with a quarterly uptime average of 98% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON and will end when the Equipment is again Operational. You agree to make the Equipment 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. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

**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 Product Schedule to which these Service Commitments 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, on a quarterly basis, 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 requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both you and IKON. The Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may be extended for a term up to 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

**EQUIPMENT AND PROFESSIONAL SERVICES UPGRADE OPTION**

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Equipment by adding, exchanging, or upgrading to an item of Equipment with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment for not less than the remaining term of the existing Image Management Plus Product Schedule or Amendment, must be agreed to and signed by you and IKON. The Image Management Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule or Amendment will be based on any obligations remaining on the Equipment, the added equipment and new image volume commitment. Your IKON Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

**PERFORMANCE COMMITMENT**

IKON is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Service Commitments and in the unlikely event that IKON is not able to repair the Equipment in your office, IKON, at IKON's election, will provide to you either the delivery of a temporary loaner, for use while the Equipment is being repaired at IKON's service center, or IKON will replace such Equipment with comparable Equipment of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Image Management Plus Commitments Customer's exclusive remedy shall be for IKON to re-perform any Services not in compliance with this warranty and brought to IKON's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed. If you are dissatisfied with IKON's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

**ACCOUNT MANAGEMENT**

Your IKON sales professional will, upon your request, be pleased to review your equipment performance metrics on a quarterly basis and mutually convenient date and time. IKON will follow up within 8 business hours of a call or e-mail to one of our account management team members requesting a metrics review. IKON will, upon your request, be pleased to annually review your business environment and discuss ways in which we may improve efficiencies and reduce costs relating to your document management processes.

**QUALITY ASSURANCE**

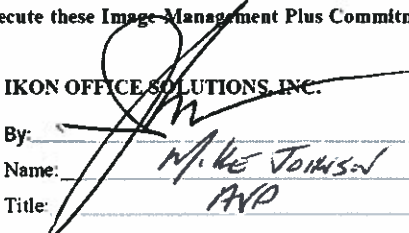
Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210. Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local IKON office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total on the non-performing unit will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. IKON is committed to responding to any questions regarding invoiced amounts for the use of the Equipment relating to the Product Schedule within a two (2) day timeframe. *To ensure the most timely response please call 1-888-ASK-IKON.*

**MISCELLANEOUS**

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. 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 Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Equipment will ONLY be serviced by an "IKON Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, IKON may place automated meter reading units on imaging devices, including but not limited to the Equipment, 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.

**IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Image Management Plus Commitments as of \_\_\_\_\_, 20\_\_\_\_.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By:   
 Name: Mike Johnson  
 Title: AVP  
 Date: \_\_\_\_\_



## Equipment Removal Authorization

*Equipment Owned by Customer*

### CUSTOMER INFORMATION

|                |                        |               |                      |
|----------------|------------------------|---------------|----------------------|
| Customer Name  | HIDALGO COUNTY - PARKS | Date Prepared | 14 - FEBRUARY - 2010 |
| Contact Name   | SANTIAGO ZAVALA        | Phone         | 956-262-6585         |
| E-mail Address | NA@NA.COM              | Fax           | 956-262-9640         |

Check if Additional Product Description page(s) attached

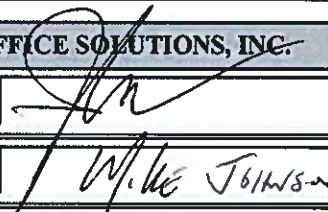
### TERMS AND CONDITIONS

This Authorization will confirm that you desire to engage IKON Office Solutions, Inc. ("IKON") to pick-up and remove certain items of equipment that are owned by you, and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to us from time to time. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by IKON. By signing below, you confirm that, with respect to every removal request issued by you (1) IKON may rely on the request, (2) the request shall be governed by this Authorization, (3) you have good, valid and marketable title to such equipment and have satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (4) you have obtained any and all necessary consents and approvals required to authorize IKON to remove such items of equipment and to take title thereto, and (5) by this Authorization, you hereby transfer good and valuable title and ownership to IKON to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and you will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in IKON. IKON does not assume any obligation, payment or otherwise, under any lease, financing, sale or other agreements relating to any equipment. Such agreements shall remain your sole responsibility. As a material condition to the performance by IKON, you hereby release IKON from, and shall indemnify, defend and hold IKON harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in this Authorization or of any obligation owing by you to any third party in respect of all equipment identified in the removal requests issued by you.

### EQUIPMENT INFORMATION

|                            |                       |          |                 |
|----------------------------|-----------------------|----------|-----------------|
| Make, Model, Serial Number | CANON/IR2230/KVD00138 | Contact  | SANTIAGO ZAVALA |
| Pick-up Address            | 28312 FM 88           | Phone    | 956-262-6585    |
| City                       | EDCOUCH               | State    | TX              |
|                            |                       | Zip Code | 78538           |
| Make, Model, Serial Number |                       | Contact  |                 |
| Pick-up Address            |                       | Phone    |                 |
| City                       |                       | State    |                 |
|                            |                       | Zip Code |                 |
| Make, Model, Serial Number |                       | Contact  |                 |
| Pick-up Address            |                       | Phone    |                 |
| City                       |                       | State    |                 |
|                            |                       | Zip Code |                 |
| Make, Model, Serial Number |                       | Contact  |                 |
| Pick-up Address            |                       | Phone    |                 |
| City                       |                       | State    |                 |
|                            |                       | Zip Code |                 |

| CUSTOMER               |  |
|------------------------|--|
| Authorized Signature   |  |
| Signature Printed Name |  |
| Title                  |  |
| Date                   |  |

| IKON OFFICE SOLUTIONS, INC. |   |
|-----------------------------|---|
| Authorized Signature        |  |
| Signature Printed Name      | Mike Johnson  |
| Title                       | AVP   |
| Date                        |   |

ADDENDUM ("Addendum"), dated as of the 14 day of FEBRUARY, 2011, to that certain Master Agreement no. 1008606 ("Agreement"), dated as of the 14 day of FEBRUARY, 2011, between IKON Office Solutions, Inc. ("we" or "us") and Hidalgo, County of, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. **Section 19-Non-Appropriation of Funds:** The caption/heading of Section 19 of the Agreement shall be and hereby is amended to read as follows: "19. Non-Appropriation"; and subsection (a) of Section 19 of the Agreement shall be deleted in its entirety and substituted with the following subsection (a) in lieu thereof:

"(a) You intend to remit all Payments and other charges due to us under any Schedule to this Master Agreement for the entire term of such Schedule if funds are legally available. In the event you are not granted an appropriation of funds at any time during the term for the Product subject to any Schedule to this Master Agreement and the non-appropriation did not result from an act or omission, then a "Non-Appropriation" shall be deemed to have occurred."

Clause (i) of subsection (b) of Section 19 is hereby deleted in its entirety and substituted with the following clause (i) in lieu thereof:

"(i) at least thirty (30) days prior to the end of your then current fiscal year, or, if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, your chief executive officer (or legal counsel) shall certify in writing that (x) funds have not been appropriated for the fiscal period and (y) such non-appropriation did not result from any act or failure by you,"

2. Section 20 of the Agreement is hereby deleted in its entirety.

3. All capitalized terms used but not defined in this Addendum will have the meanings given to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

**CUSTOMER**

**X**  
 \_\_\_\_\_  
 Authorized Signature Date  
 \_\_\_\_\_  
 Print Authorized Signer Name Title

**IKON Office Solutions, Inc.**

\_\_\_\_\_  
 Authorized Signature Date  
*M. We Jones* *ALP*  
 \_\_\_\_\_  
 Print Authorized Signer Name Title



# Requisition

Req # 00190268

PO #

Date: 02/16/11

Bill To: x  
x

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

Ship To: HIDALGO CO. PCT 1  
1902 Joe Stephens Ave  
WESLACO TX 78596

Contact: JEFF / RICK  
956-968-8733

Contract No: TASB BUYBOARD 29

Special Instructions:  
S59

| QUANTITY | UOM   | DESCRIPTION   | UNIT PRICE  | AMOUNT   |
|----------|-------|---|-------------|----------|
|          |       | *****PRECINCT 1-SANITATION DEPARTMENT*****<br>AS PER TASB BUYBOARD CATALOG 299-08<br>DO NOT DUPLICATE ORDER   |             |          |
| 10.00    | MONTH | CO NEW 48 MONTH COPIER (CAPITAL) LEASE<br>FOR A RICOH MP C2551<br>PRICING COMPONENTS INCLUDES:<br>EQUIPMENT, DELIVERY, INSTALLATION, OPERATOR TRAINING,<br>MAINTENANCE, TONER, STAPLES AND SERVICE PERFORMED BY<br>IKON CUSTOMER SERVICE TECHNICIANS (YOU WILL INCUR NO<br>ADDITIONAL CHARGES FOR PARTS OR LABOR) | 91.00       | 910.00   |
| 10.00    | MONTH | CO NEW 48 MONTH COPIER (CAPITAL) LEASE<br>FAC 43 CABINET  | 3.00        | 30.00    |
| 10.00    | MONTH | CO NEW 48 MONTH COPIER (CAPITAL) LEASE USB 2.0 SD SLOT<br>TYPE A  | 4.00        | 40.00    |
| 10.00    | MONTH | CO NEW 48 MONTH COPIER (CAPITAL) LEASE<br>FAX OPTION TYPE C2550   | 12.00       | 120.00   |
| 10.00    | MONTH | CO NEW 48 MONTH COPIER (CAPITAL) LEASE<br>DIGITAL QC 120/15 NETWORK POWERFILTER - SURGE PROTECTOR   | 2.00        | 20.00    |
| 10.00    | MONTH | CO NEW 48 MONTH COPIER (CAPITAL) LEASE<br>SERVICE-(2,000 B&W IMAGES PER MONTH WITH OVERAGES @<br>\$0.009)   | 18.00       | 180.00   |
| 10.00    | MONTH | CO NEW 48 MONTH COPIER (CAPITAL) LEASE<br>SERVICE-(500 COLOR IMAGES PER MONTH WITH OVERAGES @<br>\$0.072)   | 36.00       | 360.00   |
|          |       | Account No  | Encumbrance |          |
|          |       | 1-1100-432-00-121-001-0-432   | 360.00      |          |
|          |       | 1-1100-432-00-121-001-0-780   | 1,300.00    |          |
|          |       |   | Freight     | .00      |
|          |       |   | Total       | 1,660.00 |
|          |       | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233  |             |          |

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

# Proposal for Hidalgo County Pct. 1 - Sanitation



## PREPARED BY:

Aissa Garcia – Account Executive  
Mobile: (956) 607-6465  
Email: [aigarcia@ikon.com](mailto:aigarcia@ikon.com)

## PREPARED FOR:

*Hidalgo County Pct. 1 – Sanitation*

*Date Submitted: February 11, 2011*

190268



Aissa Garcia  
Account Executive  
IKON Office Solutions, Inc.  
809-A Savannah, Suite 311  
McAllen, TX 78503  
(956) 607-6465  
aigarcia@IKON.com



**Reservation of Rights**—In response to your request, we have reviewed and are responding to the terms and conditions in your RFP or invitation. Based on our review of the information provided by you, IKON is confident that contracts acceptable to us may be reached promptly following any award. Specifically, we recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the same right. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and our proposed solution. Following bid award, we contemplate that we will both negotiate and sign, in the exercise of good faith, customary definitive agreement(s) to govern our relationship, and provide reasonable assurances of our authority to enter into such agreements. In an effort to expedite the finalization of our agreements, we have noted the following topics for our discussion, which are either not addressed in your request or for which we request further clarification:

- To the extent you lease from us or IKON Financial Services, customary terms and conditions related to equipment financing, subject to customary non-appropriation rights;
- Mutually acceptable terms related to the measurement and calculation of service levels, including customary terms related to reporting requirements and remedies;
- Standard industry service termination and default, rights and remedies, including reasonable written notice requirements and cure periods;
- Risk of loss and insurance requirements during possession of provided equipment;
- Assignment rights subject to prior credit approval;
- Standard industry warranties for service and support and the transfer of applicable manufacturer product warranties, as well as customary limitations of implied warranties;
- Mutual indemnification for third party claims arising from acts of misconduct in connection with the performance of services; and
- Mutual liability protections for consequential and similar damages.

As is customary for transactions of this type, any acknowledgements made by each of us are qualified by the right to negotiate mutually acceptable terms. Our proposal is based upon the information provided by you, and the assumptions made by us in preparing our response. Any changes to information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

**Proprietary and Confidential Statement**—The enclosed materials are proprietary to IKON Office Solutions, Inc. ("IKON"), and IKON reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to IKON and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of IKON. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of IKON as a potential business partner. These materials do not represent an offer or a binding agreement.

**Jorge Flores / Noe Montez**  
Hidalgo County Pct. 1 – Sanitation  
1902 Joe Stephens Ste. 101  
Weslaco, TX 78596



Dear Mr. Flores & Mr. Montez,

Thank you for taking the time to speak with me regarding your copier situation. Based on our conversation, I have put together a proposed solution that we believe will meet your goals of:

- New technology to increase efficiency and increase speed
- Reducing overall monthly costs in each department by migrating prints to a multifunctional product
- Complete lease forgiveness on current lease contract # **429301-1008606A6**

At IKON Office Solutions, Inc., a Ricoh company, we have built a solid reputation for providing the best solution for each of our customer's unique requirements. We are able to meet your specific needs by leveraging innovative technology backed by IKON's world class service and expertise.

Thank you for giving us the opportunity to present the following proposal. On behalf of your IKON team, we appreciate the time you have committed to considering our recommendations. We look forward to serving all of your document needs and increasing your document efficiency.

Sincerely,

Aissa Garcia  
Account Executive  
Office 956-687-9156  
Mobile 956-607-6465  
aigarcia@ikon.com



**Reservation of Rights**—In response to your invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

## Ricoh MP C2551



The Ricoh MP C2551 delivers exceptional results to businesses seeking versatile digital copying, productive network scanning and printing. Featuring professional image quality and a space-saving design, these models incorporate an array of impressive features that will substantially increase user productivity.

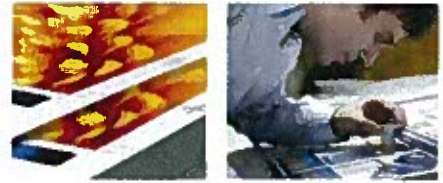
### ***Key Features of the Ricoh MP C2551***

- 25-PPM monochrome and color output speed,  
Low cost per page output
- 1,100-sheet paper capacity
- Optional 500-sheet finisher / stapler
- Cabinet stand
- Device is fax, print and scan enabled - providing both black & white and color scanning functionality
- Warm up time less than 45 seconds
- Data Overwrite Security System - DOSS
- First print speed 6.5 seconds monochrome/9.5 seconds color
- ESP Power Filter
- Energy Star® compliant



# Financial Considerations

## Investment Details: Ricoh MP C2551



### Current Situation:

Sanitation - Canon IR2016 – 2,500 copies

**\$106.75 Monthly (48 mths)**

### Financial Considerations for 48 Months

| Equipment Breakdown   | TASB Purchase Pricing | 48 mo Pricing   |
|---|-----------------------|-----------------|
| 1. Ricoh Aficio MP C2551  | \$3,409.00            | \$91.00         |
| FAC43 Cabinet   | \$122.00              | \$3.00          |
| USB 2.0 SD Slot Type A  | \$148.00              | \$4.00          |
| Fax Option Type C2550   | \$442.00              | \$12.00         |
| Digital QC 120/15 Network Powerfilter-Surge Protector           | \$87.00               | \$2.00          |
| Equipment Total   |                       | \$112.00        |
| Service – (500 color images per month with overages @ \$0.072)  |                       | \$36.00         |
| Service – (2,000 B/W images per month with overages @ \$0.009 ) |                       | \$18.00         |
|   | <b>Grand Total</b>    | <b>\$166.00</b> |

### 48 Month Lease Option MP C2551- Grand Total - **\$166.00**

(Please see attached TASB Pricing Sheet for further break downs of each machine and service)

**Pricing Components Include:** Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by IKON Customer Service Technicians (You will incur no additional charges for parts or labor)

**\*\*NOTE:** All rates are Property Tax Inclusive and based off of the TASB BuyBoard Contract #: 299-08  
Complete Lease Forgiveness on current lease Contract # 429301-1008606A6

[www.ikon.com](http://www.ikon.com)



A RICOH COMPANY

**Proprietary and Confidential Statement**—The enclosed materials are proprietary to IKON Office Solutions, Inc., a Ricoh company ("IKON"), and IKON reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to IKON and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of IKON. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of IKON as a potential business partner. These materials do not represent an offer or a binding agreement.

| Product Description                 | Vendor Part Number | MSRP | TLGC Selling Price | 24 Mo | 36 Mo | 48 Mo | 60 Mo |
|-------------------------------------|--------------------|------|--------------------|-------|-------|-------|-------|
| <b>Ricoh Aficio MPC2050/MPC2550</b> |                    |      |                    |       |       |       |       |

**BASE UNIT**

|                      |         |         |       |     |     |    |    |
|----------------------|---------|---------|-------|-----|-----|----|----|
| Ricoh Aficio MPC2050 | MPC2050 | \$5,800 | 2,522 | 107 | 76  | 68 | 52 |
| Ricoh Aficio MPC2550 | MPC2550 | \$7,500 | 3,409 | 144 | 103 | 91 | 70 |

**COPIER ACCESSORIES**

|   |        |         |     |    |    |    |    |
|---|--------|---------|-----|----|----|----|----|
| Paper Feed Unit PB3070 (1 x 500 Sheets) | 414616 | \$545   | 277 | 12 | 8  | 7  | 6  |
| Paper Feed Unit Type PB 3030            | 413673 | \$1,250 | 499 | 21 | 15 | 13 | 10 |
| Caster Table Type B                     | 414819 | \$200   | 102 | 4  | 3  | 3  | 2  |
| FAC43 Cabinet                           | 415016 | \$250   | 122 | 5  | 4  | 3  | 3  |
| 1 Bin Tray BN3060                       | 414617 | \$325   | 163 | 7  | 5  | 4  | 3  |
| Side Tray Type C2550                    | 414618 | \$125   | 64  | 3  | 2  | 2  | 1  |
| Internal Shift Tray SH3030              | 414619 | \$325   | 163 | 7  | 5  | 4  | 3  |
| Internal Finisher Type C2550            | 414620 | \$1,200 | 610 | 26 | 18 | 16 | 13 |
| Punch Unit PU3010NA                     | 414621 | \$850   | 432 | 18 | 13 | 12 | 9  |

**PRINT/SCAN OPTION**

|                                      |        |         |     |    |    |    |    |
|--------------------------------------|--------|---------|-----|----|----|----|----|
| PostScript 3 Unit Type C2550         | 414638 | \$1,000 | 514 | 22 | 15 | 14 | 11 |
| Bluetooth Interface Unit Type 3245   | 412866 | \$360   | 224 | 9  | 7  | 6  | 5  |
| IEEE1284 Interface Board Type A      | 411699 | \$99    | 52  | 2  | 2  | 1  | 1  |
| IEEE802.11a/b/g Wireless Type J      | 414008 | \$540   | 288 | 12 | 9  | 8  | 6  |
| <b>Gigabit Ethernet Board Type A</b> | 402547 | \$325   | 209 | 9  | 6  | 6  | 4  |
| USB 2.0 SD Slot Type A               | 414678 | \$290   | 148 | 6  | 4  | 4  | 3  |
| Memory Unit Type I 512MB             | 414635 | \$270   | 139 | 6  | 4  | 4  | 3  |
| File Format Converter Type E         | 414007 | \$575   | 306 | 13 | 9  | 8  | 6  |
| Camera Direct Print Card Type D E    | 402996 | \$39    | 26  | 1  | 1  | 1  | 1  |
| VM Card Type I                       | 414710 | \$132   | 67  | 3  | 2  | 2  | 1  |

**Facsimile Accessories**

|                       |           |       |     |    |    |    |   |
|-----------------------|-----------|-------|-----|----|----|----|---|
| Fax Option Type C2550 | 414925    | \$900 | 442 | 19 | 13 | 12 | 9 |
| Handset Type 1018     | 410781    | \$65  | 39  | 2  | 1  | 1  | 1 |
| 32MB Memory Type B    | 001342MIU | \$185 | 90  | 4  | 3  | 2  | 2 |

**Security & Misc. Accessories**

|   |         |       |     |    |    |    |   |
|---|---------|-------|-----|----|----|----|---|
| Copy Data Security Unit Type F                | 413985  | \$675 | 365 | 15 | 11 | 10 | 7 |
| HDD Encryption Unit Type A                    | 414021  | \$370 | 197 | 8  | 6  | 5  | 4 |
| <b>Data Overwrite Security Unit Type I</b>    | 413955  | \$400 | 200 | 8  | 6  | 5  | 4 |
| Key Counter Bracket Type H                    | 412552  | \$95  | 41  | 2  | 1  | 1  | 1 |
| Optional Counter Interface Unit Type A        | 413012  | \$60  | 31  | 1  | 1  | 1  | 1 |
| ESP Digital QC 120/15 Network - (Powerfilter) | D5133NT | \$170 | 87  | 4  | 3  | 2  | 2 |

**TOTAL FOR MPC2551 \$112.00**

**SUPPLIES**

|   |        |       |  |  |  |  |  |
|---|--------|-------|--|--|--|--|--|
| Print Cartridge Black Type MP C2550/ C9025/LD525C   | 841280 | \$48  |  |  |  |  |  |
| Print Cartridge Cyan Type MP C2550/ C9025/LD525C    | 841281 | \$117 |  |  |  |  |  |
| Print Cartridge Magenta Type MP C2550/ C9025/LD525C | 841282 | \$117 |  |  |  |  |  |
| Print Cartridge Yellow Type MP C2550/ C9025/LD525C  | 841283 | \$117 |  |  |  |  |  |
| Staple Type T                                       | 415009 | \$40  |  |  |  |  |  |
| Staple Refill Type T                                | 415010 | \$44  |  |  |  |  |  |
| Marker Type 30                                      | 334049 | \$31  |  |  |  |  |  |

# TASB

## IKON Office Solutions GTX IMP CANON / RICOH DIGITAL BLACK&WHITE, COLOR AND PROFESSIONAL SERVICES

| TERM                  | SEG 1       | SEG 2       | SEG 3        | SEG 4a        | SEG 4b        | SEG 5a        | SEG 5b        | SEG 6    |
|-----------------------|-------------|-------------|--------------|---------------|---------------|---------------|---------------|----------|
|                       | Per Copy    |             |              |               |               |               |               |          |
| 12 MONTH              | 0.0149      | 0.011       | 0.0085       | 0.0066        | 0.0064        | 0.0058        | 0.0056        | 0.0051   |
| 36 MONTH RATE         | 0.0156      | 0.0115      | 0.0089       | 0.0068        | 0.0066        | 0.006         | 0.0058        | 0.0053   |
| 48 MONTH RATE         | 0.0163      | 0.0121      | 0.0093       | 0.0071        | 0.0068        | 0.0063        | 0.006         | 0.0055   |
| 60 MONTH RATE         | 0.0171      | 0.0127      | 0.0098       | 0.0075        | 0.0072        | 0.0066        | 0.0062        | 0.0057   |
| <b>OVERAGES</b>       | 0.0145      | 0.0095      | 0.0086       | 0.0062        | 0.0060        | 0.0055        | 0.0054        | 0.0050   |
| <b>MONTHLY VOLUME</b> | 1,000-2,500 | 2,500-5,000 | 5,000-10,000 | 10,000-20,000 | 20,000-30,000 | 30,000-40,000 | 40,000-75,000 | 75,000 + |

Price included Service Parts/Labor, Black Toner and Staples. Excluded Connectivity Support.

\* Required Minimum Volume

| TERM                        | C1100/MP-C1    | CLC4/5/100                  | MP-C2000/2500/3000 | MPC3500/4500/6000/7500  | C2650/3000/3480 | C4080/4580/5185 | C5068U/6068U | CPP3500/6500/7000/8000 |
|-----------------------------|----------------|-----------------------------|--------------------|---|-----------------|-----------------|--------------|------------------------|
|                             | Color*         |                             |                    |   |                 |                 |              |                        |
|                             | B/W or Color** |                             |                    |   |                 |                 |              |                        |
| 12 MONTH                    | 0.1200         | 0.0680                      | 0.0750             | 0.0750  | 0.0660          | 0.0660          | 0.0830       | 0.0520                 |
| 36 MONTH RATE               | 0.1250         | 0.0700                      | 0.0770             | 0.0770  | 0.0679          | 0.0679          | 0.0850       | 0.0540                 |
| 48 MONTH RATE               | 0.1313         | 0.0720                      | 0.0790             | 0.0790  | 0.0712          | 0.0712          | 0.0870       | 0.0560                 |
| 60 MONTH RATE               | 0.1378         | 0.0740                      | 0.0810             | 0.0810  | 0.0748          | 0.0748          | 0.0890       | 0.0580                 |
| <b>OVERAGES COLOR</b>       | 0.1100         | 0.0660                      | 0.0720             | 0.0720  | 0.0640          | 0.0640          | 0.0810       | 0.0500                 |
| <b>BLACK&amp;WHITE GPC</b>  | 0.0200         | 0.0130                      | 0.0110             | 0.0090  | 0.0110          | 0.0100          | 0.0120       | 0.0120                 |
|                             |                | B/W Service for MP C2551:   |                    | 2,000 B/W images per month = 2,000 x \$0.009 = \$18.00 (overages @ .009 |                 |                 |              |                        |
|                             |                | Color Service for MP C2551: |                    | 500 Color images per month = 500 x \$0.072 = \$36.00 (overages @ .072   |                 |                 |              |                        |
| <b>MONTHLY VOLUME COLOR</b> | 1,000-2,500    | 10,000 +                    | 2,500 +            | 5,000 +   | 2,500 +         | 5,000 +         | 5,000 +      | 10,000 +               |

| RIP Fees                    | \$45/month | \$50/month | \$30/month | \$30/month | \$30/month | \$30/month | \$50/month |
|-----------------------------|------------|------------|------------|------------|------------|------------|------------|
| No charge for Embedded RIPS |            |            |            |            |            |            |            |

SERVICE TOTALS 2,000 B/W images per month @ \$0.009 and 500 color images per month @ \$0.072 = \$54.00

**TOTAL MONTHLY SERVICE FEE \$54.00**

B/W Overages @ \$0.009 and Color Overages @ \$0.072

**Managed Printer Fleet Pricing**

All LaserJet Printer BuyBoard Pricing

B/W Printer .03/impression\*

Color .25/impression\*

\* Only Laser Jets

\* All Printers need to have Director of Service approval

Price included Service Parts/Labor, Toners and Staples . Excluded Connectivity Support.

\* Required Minimum COLOR Volume. \*\* Select either Black/White or Color as minimum.



STATE AND LOCAL GOVERNMENT Product Schedule



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 HIDALGO, COUNTY OF \_\_\_\_\_, as Customer ("Customer" or "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 Schedules to the Master Agreement.

CUSTOMER INFORMATION

Customer information form for HIDALGO COUNTY - SANITATION, including contact details for JEFF, Billing Contact Name, and Billing Address (1902 JOE STEPHENS STE. 101, WESLACO, TX 78596).

PRODUCT DESCRIPTION ("Product")

Table with 2 columns: Qty, Product Description: Make & Model. Row 1: 1, RICOH MP C2551.

Table with 2 columns: Qty, Product Description: Make & Model. (Empty table)

PAYMENT SCHEDULE

Payment schedule form with sections for Minimum Term (48 months), Minimum Payment (\$132.15), Minimum Payment Billing Frequency (Monthly), Advance Payment (1st Payment), Guaranteed Minimum Images (2,000 B/W, 500 Color), Cost of Additional Images (.009 B/W, .072 Color), and Meter Reading/Billing Frequency (Monthly).

\* Based upon Minimum Payment Billing Frequency
^ Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

Sales Tax Exempt: [X] YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) \_\_\_\_\_
Addendum(s) attached: [X] YES (check if yes and indicate total number of pages: \_\_\_\_\_)

TERMS AND CONDITIONS

- 1. The first Payment will be due on the Effective Date.
2. You, the undersigned Customer, have applied to us to use the above-described items ("Product") 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 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.**

3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are: \_\_\_\_\_

**THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

|  |   |
|--|---|
| <p>By: <b>X</b> _____<br/>Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> | <p>Accepted by: <b>IKON OFFICE SOLUTIONS, INC.</b></p> <p>By: _____<br/>Authorized Signer Signature</p> <p>Printed Name: <b>MIKE JOHNSON</b></p> <p>Title: <b>AVP</b> Date: _____</p> |
|--|---|

The below service commitments (collectively, the "Service Commitments") 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 Service Commitments. The Service Commitments are only applicable to the equipment ("Equipment") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Equipment is 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 Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

**EQUIPMENT SERVICE AND SUPPLIES**

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00am and 5:00pm, Monday to Friday excluding public holidays. IKON will also provide the supplies required to produce images on the Equipment covered under the Image Management Plus Product Schedule (other than non-metered equipment and soft-metered Equipment). The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

INCLUDES STAPLES X

**RESPONSE TIME COMMITMENT**

IKON will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any IKON office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Equipment covered by the Image Management Plus Product Schedule.

**UPTIME PERFORMANCE COMMITMENT**

IKON will service the Equipment to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON and will end when the Equipment is again Operational. You agree to make the Equipment 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. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

**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 Product Schedule to which these Service Commitments 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, on a quarterly basis, 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 requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both you and IKON. The Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may be extended for a term up to 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

**EQUIPMENT AND PROFESSIONAL SERVICES UPGRADE OPTION**

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Equipment by adding, exchanging, or upgrading to an item of Equipment with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment for not less than the remaining term of the existing Image Management Plus Product Schedule or Amendment, must be agreed to and signed by you and IKON. The Image Management Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule or Amendment will be based on any obligations remaining on the Equipment, the added equipment and new image volume commitment. Your IKON Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

**PERFORMANCE COMMITMENT**

IKON is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Service Commitments and in the unlikely event that IKON is not able to repair the Equipment in your office, IKON, at IKON's election, will provide to you either the delivery of a temporary loaner, for use while the Equipment is being repaired at IKON's service center, or IKON will replace such Equipment with comparable Equipment of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Image Management Plus Commitments. Customer's exclusive remedy shall be for IKON to re-perform any Services not in compliance with this warranty and brought to IKON's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed. If you are dissatisfied with IKON's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

**ACCOUNT MANAGEMENT**

Your IKON sales professional will, upon your request, be pleased to review your equipment performance metrics on a quarterly basis and mutually convenient date and time. IKON will follow up within 8 business hours of a call or e-mail to one of our account management team members requesting a metrics review. IKON will, upon your request, be pleased to annually review your business environment and discuss ways in which we may improve efficiencies and reduce costs relating to your document management processes.

**QUALITY ASSURANCE**

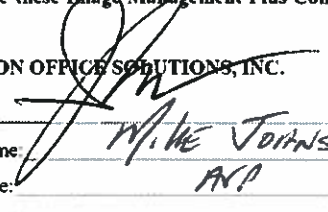
Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210. Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local IKON office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total on the non-performing unit will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. IKON is committed to responding to any questions regarding invoiced amounts for the use of the Equipment relating to the Product Schedule within a two (2) day timeframe. To ensure the most timely response please call 1-888-ASK-IKON.

**MISCELLANEOUS**

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. 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 Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Equipment will ONLY be serviced by an "IKON Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, IKON may place automated meter reading units on imaging devices, including but not limited to the Equipment, 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.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Image Management Plus Commitments as of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IKON OFFICE SOLUTIONS, INC.  
By:   
Name: Mike Johnson  
Title: A/D  
Date: \_\_\_\_\_



**Work Order - US**  
IKON Office Solutions, INC.

|                 |                  |                         |                  |
|-----------------|------------------|-------------------------|------------------|
| Base Eq Model # | Base Eq Serial # | Email Address of PS Rep | Date of Services |
|-----------------|------------------|-------------------------|------------------|

Customer must already be an IKON customer to use this form without being part of the SFP

|  |                            |   |                      |                  |
|--|----------------------------|---|----------------------|------------------|
| Bill To/Cust No:                             | Pymnt Method:              | Ship To Customer No:                        | PO No:               | PO Date:         |
| Bill To Customer: <b>HIDALGO, COUNTY OF</b>  |                            | Ship To Customer: <b>HIDALGO, COUNTY OF</b> |                      |                  |
| Address: <b>1902 JOE STEPHENS STE. 101</b>   |                            | Address: <b>HWY 1015 MILES 11 N</b>         |                      |                  |
| City: <b>WESLACO</b>                         | State: <b>TX</b>           | Zip: <b>78596</b>                           | City: <b>WESLACO</b> | State: <b>TX</b> |
| Customer Contact: <b>JEFF</b>                | Title:                     | Phone: <b>956-968-8733</b>                  |                      |                  |
| IKON Sales Rep: <b>GARCIA, AISSA VALERIA</b> | Phone: <b>956-687-8156</b> |   |                      |                  |
| MPS/FMS/SAM/SAC:                             | SC:                        | SC-C:                                       | SA/SSA:              |                  |

| Description of Services              |  |
|--------------------------------------|--|
| Professional Services Provided       |  |
| Connect Svc Tech - B2C Segment 1 - 3 |  |

| Task | eIKON Code      | QMD Code | Qty | Price    | Ext. Price          | Notes                 |
|------|-----------------|----------|-----|----------|---------------------|-----------------------|
| 1    | PS-CONN-B2C-1-3 | WPWYMU   | 1   | \$310.00 | \$310.00            |                       |
| 2    |                 |          |     |          |                     |                       |
| 3    |                 |          |     |          |                     |                       |
|      |                 |          |     |          | <b>Total Price:</b> | <b>PRICE INCLUDED</b> |

This Work Order shall be effective as of the date of execution by both IKON and Customer. By signing below, the undersigned represent that they are duly authorized to enter into this Work Order on behalf of their respective entities.

|                 |                                    |
|-----------------|------------------------------------|
| <b>CUSTOMER</b> | <b>IKON OFFICE SOLUTIONS, INC.</b> |
| By:             | By:                                |
| Name:           | Name:                              |
| Title:          | Title:                             |
| Date:           | Date:                              |

**TERMS AND CONDITIONS**

The performance by IKON of the Services described in this Work Order is subject to and shall be governed solely by the following terms and conditions:

Customer engages IKON to perform the services described in this Work Order (the "Services"). Changes to the scope of the Services shall be made only in a written change order signed by both parties. IKON shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. IKON shall provide the Services at the Customer location set forth herein or on a remote basis. In consideration of its Services hereunder, Customer shall pay IKON the Service fees in the amounts and at the rates set forth above. Customer shall pay all amounts payable to IKON hereunder within thirty (30) days of the date of the invoice submitted by IKON. If IKON undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. IKON may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of IKON). Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform its Services. Customer acknowledges that IKON's performance of the Services is dependent upon Customer's timely and effective performance of its responsibilities hereunder. Unless connectivity services are specifically identified in the Task and Description section of this Work Order as part of the Services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

IKON shall perform its Services in a professional manner. IKON is not the manufacturer of any of the software, tools and/or products utilized in connection with this Work Order. IKON shall, however, make available to Customer any warranties made to IKON by the manufacturers of the software, tools and/or products utilized by IKON in connection with its Services hereunder, to the extent transferable and without recourse. If Customer has engaged IKON to provide Customer tools to assist Customer in Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by IKON, including but not limited to any hard drive removal, cleansing or formatting services of any kind, Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) IKON does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless IKON and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising therefrom or related thereto EXCEPT AS EXPRESSLY SET FORTH HEREIN, IKON MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS WORK ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS WORK ORDER OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF IKON HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IKON'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO IKON HEREUNDER BY CUSTOMER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS WORK ORDER. IKON ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Except for purposes of this Work Order, IKON shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that IKON may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of IKON that is or was involved with or part of the Services. This Work Order represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Work Order may be amended only in writing executed by the authorized representatives of both parties. Any purchase order, service order or other Customer ordering document will not modify or affect this Work Order, nor have any other legal effect, and shall serve only the purpose of identifying the service ordered. This Work Order may not be transferred or assigned by Customer without the prior written consent of IKON. This Work Order shall be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. IKON shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations where it is delayed or prevented from performing any of its obligations for reasons beyond IKON's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. This Work Order is separately enforceable as a complete and independent binding agreement, independent of all other Work Orders, if any. By signing, the Customer acknowledges and accepts the terms and conditions of this Work Order, and confirms that the undersigned has the necessary power and authority to enter into this Work Order on behalf of Customer.





## Equipment Removal Authorization

*Equipment Owned by Customer*

### CUSTOMER INFORMATION

|                |                             |               |                      |
|----------------|-----------------------------|---------------|----------------------|
| Customer Name  | HIDALGO COUNTY - SANITATION | Date Prepared | 14 - FEBRUARY - 2010 |
| Contact Name   | JEFF                        | Phone         | 956-968-8733         |
| E-mail Address | NA@NA.COM                   | Fax           | 956-514-5328         |

Check if Additional Product Description page(s) attached

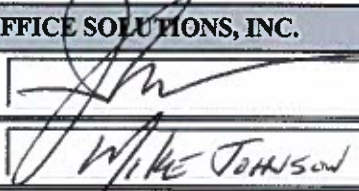
### TERMS AND CONDITIONS

This Authorization will confirm that you desire to engage IKON Office Solutions, Inc. ("IKON") to pick-up and remove certain items of equipment that are owned by you, and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to us from time to time. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by IKON. By signing below, you confirm that, with respect to every removal request issued by you (1) IKON may rely on the request, (2) the request shall be governed by this Authorization, (3) you have good, valid and marketable title to such equipment and have satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (4) you have obtained any and all necessary consents and approvals required to authorize IKON to remove such items of equipment and to take title thereto, and (5) by this Authorization, you hereby transfer good and valuable title and ownership to IKON to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and you will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in IKON. IKON does not assume any obligation, payment or otherwise, under any lease, financing, sale or other agreements relating to any equipment. Such agreements shall remain your sole responsibility. As a material condition to the performance by IKON, you hereby release IKON from, and shall indemnify, defend and hold IKON harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in this Authorization or of any obligation owing by you to any third party in respect of all equipment identified in the removal requests issued by you.

### EQUIPMENT INFORMATION

|                            |                       |          |              |
|----------------------------|-----------------------|----------|--------------|
| Make, Model, Serial Number | CANON/IR2016/KRE05252 | Contact  | JEFF         |
| Pick-up Address            | HWY 1015 MILE 11N     | Phone    | 956-968-8733 |
| City                       | WESLACO               | State    | TX           |
|                            |                       | Zip Code | 78596        |
| Make, Model, Serial Number |                       | Contact  |              |
| Pick-up Address            |                       | Phone    |              |
| City                       |                       | State    |              |
|                            |                       | Zip Code |              |
| Make, Model, Serial Number |                       | Contact  |              |
| Pick-up Address            |                       | Phone    |              |
| City                       |                       | State    |              |
|                            |                       | Zip Code |              |
| Make, Model, Serial Number |                       | Contact  |              |
| Pick-up Address            |                       | Phone    |              |
| City                       |                       | State    |              |
|                            |                       | Zip Code |              |

| CUSTOMER               |  |
|------------------------|--|
| Authorized Signature   |  |
| Signature Printed Name |  |
| Title                  |  |
| Date                   |  |

| IKON OFFICE SOLUTIONS, INC. |   |
|-----------------------------|---|
| Authorized Signature        |  |
| Signature Printed Name      | MIKE JOHNSON  |
| Title                       | AVP   |
| Date                        |   |



**Document Efficiency**  
**At Work.**

A RICOH COMPANY

[TEXAS]

IKON Office Solutions, Inc.  
70 Valley Stream Parkway  
Malvern, PA 19355

ADDENDUM ("Addendum"), dated as of the 14 day of FEBRUARY, 2011, to that certain Master Agreement no. 1008606 ("Agreement"), dated as of the 14 day of FEBRUARY, 2011, between IKON Office Solutions, Inc. ("we" or "us") and Hidalgo, County of \_\_\_\_\_, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. **Section 19-Non-Appropriation of Funds:** The caption/heading of Section 19 of the Agreement shall be and hereby is amended to read as follows: "19. Non-Appropriation"; and subsection (a) of Section 19 of the Agreement shall be deleted in its entirety and substituted with the following subsection (a) in lieu thereof:

"(a) You intend to remit all Payments and other charges due to us under any Schedule to this Master Agreement for the entire term of such Schedule if funds are legally available. In the event you are not granted an appropriation of funds at any time during the term for the Product subject to any Schedule to this Master Agreement and the non-appropriation did not result from an act or omission, then a "Non-Appropriation" shall be deemed to have occurred."

Clause (i) of subsection (b) of Section 19 is hereby deleted in its entirety and substituted with the following clause (i) in lieu thereof:

"(i) at least thirty (30) days prior to the end of your then current fiscal year, or, if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, your chief executive officer (or legal counsel) shall certify in writing that (x) funds have not been appropriated for the fiscal period and (y) such non-appropriation did not result from any act or failure by you,"

2. Section 20 of the Agreement is hereby deleted in its entirety.

3. All capitalized terms used but not defined in this Addendum will have the meanings given to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

**CUSTOMER**

**X**

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Print Authorized Signer Name Title

**IKON Office Solutions, Inc.**

  
\_\_\_\_\_  
Authorized Signature Date

Mike Johnson AVP  
\_\_\_\_\_  
Print Authorized Signer Name Title



# Requisition

Req # 00189088

PO #

Date: 01/27/11

*Consent  
#25445  
3/1/11*

Bill To: x  
x

Vendor: 287199  
SHI GOVERNMENT SOLUTIONS, INC.  
1250 CAPITAL OF TX HWY  
BLDG. 1 #350  
AUSTIN TX 78746  
FAX (512)732-0232

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

Contact: RUBEN  
956-292-7010

Contract No: DIR-SDD-1009

Special Instructions:

| QUANTITY | UOM  | DESCRIPTION   | UNIT PRICE  | AMOUNT   |
|----------|------|---|-------------|----------|
| 20.00    | EACH | CW, QUOTE# 4264033<br>DO NOT DUPLICATE ORDER<br>CO SPECTOR CNE MAINTENANCE RENEWAL-CONCURRENT LICENSING<br>(02MAR11-02MAR12)<br>SERIAL #6433PQ0041641813<br>Account No _____<br>1-1100-415-00-200-002-0-336 | 236.00      | 4,720.00 |
|          |      |   | Encumbrance |          |
|          |      |   | 4,720.00    |          |
|          |      |   | Freight     | .00      |
|          |      |   | Total       | 4,720.00 |
|          |      | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233  |             |          |

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

REQ: 189088



Pricing Proposal  
Quotation #: 4264033  
Created On: Jan-26-2011  
Valid Until: Mar-28-2011

---

### Hidalgo County

---

Ruben Flores  
Phone:  
Fax:  
Email: ruben.flores@co.hidalgo.tx.us

---

### Inside Account Manager

---

Meghan Reedy  
1301 South Mo-Pac Expressway  
Suite 375  
Austin, TX 78746  
Phone: 1-800-870-6079  
Fax: 512-732-0232  
Email: Meghan\_Reedy@shi.com

All Prices are in US Dollar (USD)

| Product   | Qty | Your Price | Total      |
|---|-----|------------|------------|
| 1 Spector CNE Maintenance Renewal 1 Year<br>SpectorSoft - Part#: None<br>Note: 3/2/11 thru 3/2/2012 Serial # 6433PO0041641813 | 20  | \$236.00   | \$4,720.00 |
|   |     | Total      | \$4,720.00 |

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### Additional Comments

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DIR-SDD-1009

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*

REQ: 18 97088

You're welcome!

Meghan Reedy | SHI Government Solutions | Inside Account Manager (IAM)  
| [Meghan\\_Reedy@gs.shi.com](mailto:Meghan_Reedy@gs.shi.com) | [www.texas.gs.shi.com](http://www.texas.gs.shi.com)  
Toll Free: 800-870-6079 Ext. 6150 | Fax: 512-732-0232

*Innovative Solutions. World Class Support.  
SHI is Software, Hardware and Integration*



Would you like updates from SHI Government Solutions? Click [here](#) to register for our newsletter.

Please visit our new website where you will have the freedom to quote and order online.

[www.publicsector.shidirect.com/tx](http://www.publicsector.shidirect.com/tx)

Chose your Vertical

Click New Account and Register

It is as simple as that!

How was my service? Contact – [Senior\\_Management@shi.com](mailto:Senior_Management@shi.com)

**From:** Ruben Flores [mailto:ruben.flores@co.hidalgo.tx.us]  
**Sent:** Friday, February 18, 2011 9:48 AM  
**To:** Meghan Reedy  
**Subject:** Re: SHI Quote 4264033, Spectorsoft

Thanks for prompt response

-----Original Message-----

From: <Meghan\_Reedy@shi.com>  
Sent 2/18/2011 8:40:36 AM  
To: ruben.flores@co.hidalgo.tx.us  
Subject: SHI Quote 4264033, Spectorsoft

Ruben,

this is updated. Nothing needs to be signed.

Thank You

Pricing Proposal  
Quotation #: 4264033  
Created On: Jan-26-2011  
Valid Until: Mar-28-2011

**Hidalgo County**

Ruben Flores  
Phone:  
Fax:  
Email: [ruben.flores@co.hidalgo.tx.us](mailto:ruben.flores@co.hidalgo.tx.us)

**Inside Account Manager**

Meghan Reedy  
1301 South Mo-Pac Expressway  
Suite 375  
Austin, TX 78746  
Phone: 1-800-870-6079  
Fax: 512-732-0232  
Email: [Meghan\\_Reedy@shi.com](mailto:Meghan_Reedy@shi.com)

|                              |            |
|------------------------------|------------|
| SPAM MARSHALL                | 1.5-9.5%   |
| SPARK SPACE                  | 1.5-11.5%  |
| SPARTACOM                    | 1.5-11.5%  |
| SPARX SYSTEMS                | 1.5-29.5%  |
| SPECIAL OPERATION SOFTWARE   | 1.5-9.5%   |
| SPECTORSOFT                  | 1.5-14.5%  |
| SPECTRACOM                   | 1.5-14.5%  |
| SPECTRAL CORE                | 1.5-14.5%  |
| SPEECH RECOGNITION SOFTWARE  | 1.5-19.5%  |
| SPEEDBIT INC                 | 1.5-14.5%  |
| SPEEDSKIN                    | 1.5-14.5%  |
| SPEEDYSCAN                   | 1.5-14.5%  |
| SPERRY SOFTWARE              | 1.5-24.5%  |
| SPI DYNAMICS                 | 1.5-23.5%  |
| SPLASHDATA                   | 1.5-24.5%  |
| SPLUNK SOFTWARE              | 1.5-4.5%   |
| SPRINGER-VERLAG              | 1.5-24.5%  |
| SPSS                         | 1.5-10.5%  |
| SPYDAMAN                     | 1.5-9.5%   |
| SQBOX SOLUTIONS LTD          | 1.5-19.5%  |
| SQL EDITOR                   | 1.5-9.5%   |
| SSH COMMUNICATIONS SECURITY  | 1.5-24.5%  |
| SSH LIMITED                  | 1.5-24.5%  |
| SSI                          | 1.5-24.5%  |
| ST BERNARD SOFTWARE          | 1.5-4.5%   |
| STARNET COMMUNICATIONS       | 1.5-24.5%  |
| STARTLY TECHNOLOGIES         | 1.5-19.5%  |
| STARTSTOP                    | 1.5-9.5%   |
| STATA CORP.                  | 1.5-9.5%   |
| STAT-EASE, INC               | 1.5-9.5%   |
| STATISTICAL SOLUTIONS        | 1.5-9.5%   |
| STATSOFT, INC.               | 1.5-14.5%  |
| STEELEYE                     | 1.5-9.5%   |
| STEELRAY                     | 1.5-9.5%   |
| STEFANI WARREN & ASSOCIATES  | 1.5-9.5%   |
| STEGANOS                     | 1.5-4.5%   |
| STELLAR INFORMATION SYSTEMS  | 1.5-9.5%   |
| STELLAR SOFTWARE             | 1.5-9.5%   |
| STEPWARE INC.                | 1.5-9.5%   |
| STERLING COMMERCE            | 1.5-24.5%  |
| STOMPSOFT                    | 1.5-4.5%   |
| STONEBRANCH                  | 1.5-24.5%  |
| STONEFIELD SOFTWARE          | 1.5-9.5%   |
| STORIX                       | 1.5-9.5%   |
| STRATA                       | 6.5-46.5%  |
| STREAMBASE                   | 1.5-9.5%   |
| STRIDER SOFTWARE             | 1.5-9.5%   |
| STW SOFTWARE                 | 1.5-9.5%   |
| STYLEEASE                    | 1.5-9.5%   |
| STYLUS INNOVATION            | 1.5-9.5%   |
| STYLUS STUDIO                | 1.5-9.5%   |
| SUBROSASOFT                  | 1.5-9.5%   |
| SUDAAN SOFTWARE              | 1.5-24.5%  |
| SUMMATION LEGAL TECHNOLOGIES | 1.5-9.5%   |
| SUMTOTAL SYSTEMS             | 1.5-9.5%   |
| SUN MICROSYSTEMS             | 6.5-36.5%  |
| SUN ONE                      | 1.5-9.5%   |
| SUNBELT SOFTWARE             | 11.5-36.5% |
| SUNBURST                     | 1.5-27.5%  |

# Requisition

Req # 00190446

PO #

Date: 02/22/11

*Consent  
#25445  
3/1/11*

Bill To: x  
x

Vendor: 42129  
XEROX CORPORATION  
P.O. BOX 650361  
PNC BANK  
1200 E CAMPBELL, STE 108  
RICHARDSON TX 75081

Ship To: HIDALGO CO. PCT 4  
1051 N. DOOLITTLE  
EDINBURG TX 78542

Contact: R MUNOZ JR  
956-383-3112

Contract No: SMARTBUY P.O.

Special Instructions:  
PCT. REQ. #0119

| QUANTITY | UOM   | DESCRIPTION  | UNIT PRICE | AMOUNT   |
|----------|-------|--|------------|----------|
| 10.00    | MONTH | <p>***PRECINCT 4 ADMINISTRATION OFFICE***<br/>                     TPSS TERM CONTRACT 985-L2<br/>                     SMARTBUY REQUISITION #<br/>                     SMARTBUY PURCHASE ORDER #<br/>                     UPON DELIVERY OF THE NEW MACHINE PLEASE PICKUP THE TRADE-<br/>                     IN XEROX WC7242P SERIAL #GBP234593<br/>                     DO NOT DUPLICATE ORDER</p> <p>CO AGREEMENT INFORMATION: (CATALOG PRICING)<br/>                     NEW 48 MONTH LEASE @ \$657.60 MONTHLY OF W7556P (WORK<br/>                     CENTER WC7556P PRINTER) WITH THE FOLLOWING FEATURES:<br/>                     WC7556 PRINTER WITH 520 WITH 520 SHEET TRAY, 100 SHEET<br/>                     BYPASS TRAY, EIP, FULL NETWORK SCANNING, SERVER FAX,<br/>                     IFAX, STD OUTPUT TRAY, DADF, 2X250 SHEET TRAY.</p> <p>1) BASE UNIT @ \$329.82<br/>                     2) PRO FINISHER @ \$81.33<br/>                     3) 3 HOLE PUNCH @ \$6.77<br/>                     4) 1 LINE FAX @ \$16.22<br/>                     5) SCAN TO PC SE @ \$12.06<br/>                     6) HI CAP TRAY @ \$13.56<br/>                     7) PRINTS @ \$122.30<br/>                     8) TRADE IN #GBP234593 @ \$75.54</p> <p>PRINT CHARGES:<br/>                     1) METER 1 - VOLUME BAND 1- 4,000 BLACK PRINTS INCLUDED,<br/>                     4,001 + PER PRINT RATE \$0.0083<br/>                     2) METER 2 - VOLUME BAND 1 - 1,000 COLOR PRINTS<br/>                     INCLUDED, 1,001 + PER PRINT RATE \$0.0891</p> <p>MAINTENANCE PLAN FEATURE:<br/>                     1) CONSUMABLE SUPPLIES INCLUDED FOR ALL PRINTS<br/>                     2) PRICING FIXED FOR TERM</p> <p>PRINTER TO BE LOCATED AT PRECINCT #4 ADMINISTRATION<br/>                     OFFICES @:<br/>                     1051 NORTH DOOLITTLE RD<br/>                     EDINBURG TEXAS, 78542</p> <p>****NOTE****THE PRECINCT WILL TRADING IN XEROX WC7242P<br/>                     S/N GBP234593</p> | 657.60     | 6,576.00 |

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

# Requisition

Req # 00190446

PO #

Date: 02/22/11

Bill To: x  
x

Vendor: 42129  
XEROX CORPORATION  
P.O. BOX 650361  
PNC BANK  
1200 E CAMPBELL, STE 108  
RICHARDSON TX 75081

Ship To: HIDALGO CO. PCT 4  
1051 N. DOOLITTLE  
EDINBURG TX 78542

Contact:

| QUANTITY | UOM | DESCRIPTION  | UNIT PRICE  | AMOUNT   |
|----------|-----|--|-------------|----------|
|          |     | Account No   | Encumbrance |          |
|          |     | 1-1200-431-00-124-005-0-780                          | 6,576.00    |          |
|          |     |  | Freight     | .00      |
|          |     |  | Total       | 6,576.00 |
|          |     | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 |             |          |

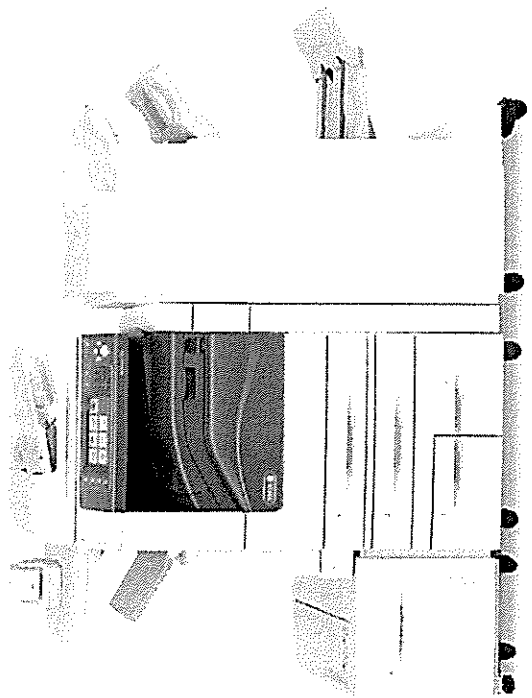
Authorized By: \_\_\_\_\_

Ref # 190446



# WORK CENTRE 7556

## XEROX 985-L2 TPASS CATALOG PRICING



WC7556 Printer with 520 sheet tray, 100 sheet bypass tray, EIP, Full Network Scanning, Server Fax, iFax, Std Output Tray, DADF, 2x250 sheet tray

- Base Unit \$ 329.82
- Pro Finisher \$ 81.33
- 3-Hole punch \$ 6.77
- 1 Line Fax \$ 16.22
- Scan to PC SE \$ 12.06
- Hi Cap Tray \$ 13.56
- Prints \$122.30
- TRADE IN #GBP234593 \$ 75.54
- **MONTHLY PAYMENT** **\$657.60**
- **Cash Price** **\$31,564.80**

### PRICE INCLUDES

State Contract Pricing includes maintenance and supplies for  
**4,000 Black Prints**  
**Ovg. @ \$0.0083**  
**& 1,000 Color Prints**  
**Ovg. @ 0.0891**

Pricing includes all consumables includes staples all except paper

Ref # 190446

| Product | Descriptions/Accessories   | CPM | Cust. Base Payment 36  | Cust. Base Payment 48  | Cust. Base Payment 60  |
|---------|--|-----|--|--|--|
| W7556P  | WorkCentre 7556 Printer with 520 sheet tray, 100 sheet bypass tray, EIP, Data Security, Job Based Accounting, PostScript, Full Network Scanning, Server Fax, iFax, STD Output Tray, Left Side Tray, DADF, 50/55 ppm Speed/Nameplate Kit, 2x250 sheet OCT, <b>MUST Choose One of the Following:</b><br>1TRAY -1 Tray Module<br>3TRAY -3 Tray Module<br>TNDMTRAY -High Cap Tandem Tray | 50  | \$410.78   | \$329.82   | \$281.69   |
|         | <b>MAY Choose One of the Following:</b><br>OFCFINRLX -Office Finisher<br>PROFNLFN -Professional Finisher   |     | \$0.00<br>\$10.27<br>\$13.68<br>\$17.11<br>\$0.00<br>\$0.00<br>\$27.37<br>\$102.59<br>\$0.00<br>\$0.00<br>\$20.47<br>\$47.83<br>\$0.00<br>\$0.00     | \$0.00<br>\$8.13<br>\$10.85<br>\$13.56<br>\$0.00<br>\$0.00<br>\$21.70<br>\$81.33<br>\$0.00<br>\$0.00<br>\$16.22<br>\$37.93<br>\$0.00<br>\$0.00     | \$0.00<br>\$6.88<br>\$9.16<br>\$11.46<br>\$0.00<br>\$0.00<br>\$18.33<br>\$68.70<br>\$0.00<br>\$0.00<br>\$13.70<br>\$32.03<br>\$0.00<br>\$0.00      |
|         | <b>MAY Choose One of the Following:</b><br>SCN2PRO25 -Scan to PC Desktop PRO 25 Seats<br>SCN2SE25 -Scan to PC Desktop 25 Seats   |     | \$77.14<br>\$15.21<br>\$0.00<br>\$34.01<br>\$88.90<br>\$34.01<br>\$112.72<br>\$88.90<br>\$34.01<br>\$6.78<br>\$10.19<br>\$8.54<br>\$27.31<br>\$27.37 | \$61.16<br>\$12.06<br>\$0.00<br>\$26.96<br>\$70.48<br>\$26.96<br>\$89.37<br>\$70.48<br>\$26.96<br>\$5.37<br>\$8.08<br>\$6.77<br>\$21.65<br>\$21.70 | \$51.67<br>\$10.18<br>\$0.00<br>\$22.78<br>\$59.53<br>\$22.78<br>\$75.48<br>\$59.53<br>\$22.78<br>\$4.53<br>\$6.83<br>\$5.72<br>\$18.28<br>\$18.33 |
|         | EFHFVP -Hot Folders / Virtual Printing Kit<br>EFIPACK -EFI Productivity Pack<br>EFISPTKT -EFI Spot On Kit<br>EFISVR -EFI Fiery Network Server<br>EFISUITE -EFI Sequence Suite<br>EFITRPKT -EFI Auto Trap Kit<br>CACENBLE1 -Common Access Card Reader<br>ENVLPTRY -Envelope Tray<br>FINLX-3HP -2/3-Hole Punch<br>FINLX-BM -Booklet Maker Unit<br>GBK -High Capacity Feeder            |     |  |  |  |

Ref # 190446

| Product  | Descriptions/Accessories                             | CPM | Cust. Base Payment |          | Cust. Base Payment |          |
|----------|--|-----|--------------------|----------|--------------------|----------|
|          |  |     | 36                 | 48       | 60                 | 60       |
|          | SA1-HID -Secure Access s/w w/ HID 125KHz Reader      |     | \$31.75            | \$26.83  | \$23.91            | \$23.91  |
|          | SA1-INDAL -Secure Access USB with INDALA             |     | \$31.75            | \$26.83  | \$23.91            | \$23.91  |
|          | SA1-MAG -Secure Access s/w w/ Mag Stripe Reader      |     | \$27.32            | \$23.12  | \$20.61            | \$20.61  |
|          | SA1-MIFAR -Secure Access s/w w/ MiFare Reader        |     | \$31.75            | \$26.83  | \$23.91            | \$23.91  |
|          | STAPLERKT -Convenience Stapler With Work Surface     |     | \$10.19            | \$8.08   | \$6.83             | \$6.83   |
|          | UNICODE -Unicode Kit                                 |     | \$10.19            | \$8.08   | \$6.83             | \$6.83   |
|          | XASSIST5 -Xerox Copier Assistant                     |     | \$16.91            | \$13.41  | \$11.32            | \$11.32  |
|          | YRC -Foreign Interface Kit                           |     | \$5.96             | \$4.73   | \$3.99             | \$3.99   |
| CX560    | CX Print Server for XC550/560 - Creo                 | NA  | \$414.12           | \$328.53 | \$277.65           | \$277.65 |
|          | CX56GAKIT -Graphic Arts Power Kit                    |     | \$119.76           | \$94.96  | \$80.21            | \$80.21  |
|          | CX56IMPSN -Imposition Power Kit                      |     | \$171.09           | \$135.64 | \$114.58           | \$114.58 |
|          | CX56PERIP -Peripherals Stand Monitor Mouse Keyboard  |     | \$136.87           | \$108.51 | \$91.66            | \$91.66  |
|          | CX56PRO -Imposition Power Kit                        |     | \$222.42           | \$176.34 | \$148.96           | \$148.96 |
| EX560    | EX Print Server for XC550/560 - Fierey               | NA  | \$602.75           | \$478.09 | \$404.00           | \$404.00 |
|          | BEX -Hard Drive Security Option                      |     | \$32.66            | \$25.89  | \$21.87            | \$21.87  |
|          | EX56GAKIT -Graphic Arts Power Kit                    |     | \$212.14           | \$168.20 | \$142.08           | \$142.08 |
|          | EX56SEEQ -SeeSequence Compose Kit                    |     | \$136.87           | \$108.51 | \$91.66            | \$91.66  |
|          | GKB -Advanced Interface Package (FACI)               |     | \$136.87           | \$108.51 | \$91.66            | \$91.66  |
|          | PROFILE3 -EFI Color Profiler 3.0                     |     | \$75.28            | \$59.69  | \$50.41            | \$50.41  |
| X560EFI  | Xerox Color 550 / 560 Integrated Fierey Color Server | NA  | \$240.31           | \$190.74 | \$161.27           | \$161.27 |
|          | PROFILE3 -EFI Color Profiler 3.0                     |     | \$75.28            | \$59.69  | \$50.41            | \$50.41  |
|          | SCN2PRO25 -Scan to PC Desktop PRO 25 Seats           |     | \$77.14            | \$61.16  | \$51.67            | \$51.67  |
|          | SCN2SE25 -Scan to PC Desktop 25 Seats                |     | \$15.21            | \$12.06  | \$10.18            | \$10.18  |
|          | X56EFISEE -SeeSequence Suite Kit (Impose / Compose)  |     | \$222.42           | \$176.34 | \$148.96           | \$148.96 |
|          | X56FOLDER -Hotfolders / Virtual Printers             |     | \$34.01            | \$26.96  | \$22.78            | \$22.78  |
| X560FFPS | FreeFlow Print Server for XC550/560                  | NA  | \$505.99           | \$401.37 | \$339.20           | \$339.20 |
|          | X56IPDS -IPDS  |     | \$342.17           | \$271.29 | \$229.16           | \$229.16 |
|          | X56PHOTO -Photo Automation Tools                     |     | \$17.11            | \$13.56  | \$11.46            | \$11.46  |

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| Product | Descriptions/Accessories              | CPM | Cust. Base<br>Payment | Cust. Base<br>Payment | Cust. Base<br>Payment |
|---------|---------------------------------------|-----|-----------------------|-----------------------|-----------------------|
|         | X56SPECTR -Spectrophotometer Xrite i1 |     | \$30.80               | \$24.41               | \$20.63               |
|         | X56STAND -Color Server Stand          |     | \$42.75               | \$33.90               | \$28.64               |

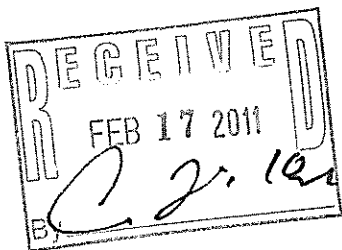


# Requisition

Req # 00188895

PO #

Date: 01/25/11



Bill To: x  
x

Vendor: 345644

SEACOAST TELECOMMUNICATONS SERVICE BI  
D/B/A LINK 2 EXCHANGE  
P O BOX 216  
DOVER NH 03820  
FAX (603)742-1887

Ship To: HIDALGO CO. PCT 4  
1051 N. DOOLITTLE  
EDINBURG TX 78542

Contact: TONIE MORENO  
956-383-3112

Contract No:

Special Instructions:  
PCT. REQ. # 168

| QUANTITY | UOM   | DESCRIPTION  | UNIT PRICE         | AMOUNT |
|----------|-------|--|--------------------|--------|
|          |       | DO NOT DUPLICATE ORDER   |                    |        |
| 11.00    | MONTH | SALES EXCHANGE ACCOUNT - 5 gb MAILBOXS, 5 USERS (FEB __, 2011 - FEB. __, 2015) EXCHANGE COMPLET E-MAIL                             | 49.75              | 547.25 |
| 11.00    | EACH  | ****NOTE****SERVICE WOULD COME OUT TO \$49.75 MONTHLY<br>SALE ACTIVESYNC ACCOUNT - 3 USERS (FEB __, 2011 TO FEB __, 2015), E-MAIL: | 7.50               | 82.50  |
| 11.00    | MONTH | ****NOTE****SERVICE COMES OUT TO \$7.50 MONTHLY****<br>SALE POSTINI, SPAM/VIRUS FILTERING, 5 USERS (FEB __, 2011 TO FEB __, 2015)  | 10.00              | 110.00 |
|          |       | Account No   | <u>Encumbrance</u> |        |
|          |       | 1-1200-431-00-124-005-0-341  | 739.75             |        |
|          |       |  | Freight            | .00    |
|          |       |  | Total              | 739.75 |
|          |       | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233   |                    |        |

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



EMAIL SOLUTIONS FOR WHEREVER YOUR BUSINESS TAKES YOU

[your quote](#)   [contact](#)

## Quote Work Sheet

### Exchange Mailboxes ?

| 5GB Mailboxes   | Setup | Monthly |
|---|-------|---------|
| <input checked="" type="checkbox"/> Advanced Virus & Spam Filtering |       | \$10.00 |
| <input type="checkbox"/> Full Exchange Mailboxes (Includes OWA)     |       | \$49.75 |
| <input type="checkbox"/> OWA Only Mailboxes                         |       | \$0.00  |

### Mobile Wireless Syncing ?

|   |                    |        |        |
|---|--------------------|--------|--------|
| <input type="checkbox"/> BlackBerry Sync - BES                | Free for 6 Months! | \$0.00 | \$0.00 |
| <input type="checkbox"/> ActiveSync - Windows Mobile & iPhone |                    |        | \$7.50 |
| <input type="checkbox"/> PalmOS Sync - Good Mobile            |                    | \$0.00 | \$0.00 |

### SharePoint Services ?

|  |        |        |
|--|--------|--------|
| 50 MB Free SharePoint<br>Free 50MB SharePoint site included with 5+ Exchange Mailboxes | \$0.00 | \$0.00 |
|--|--------|--------|

### Remote Control Setup ?

|   |        |
|---|--------|
| I would like 0 computers configured by your support team. | \$0.00 |
|---|--------|

### Total

|             |          |         |
|-------------|----------|---------|
| Promo Code: | Setup:   | \$0.00  |
|             | Monthly: | \$67.25 |



Setup: \$0.00  
Monthly: \$67.25



### Need Help?

If after reviewing the account setup options you are not completely sure which options to choose, please allow us to assist you.

**Have a Customer Care Representative Contact Me for Assistance**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Time To Call: \_\_\_\_\_



Or you may call us direct at  
1 888 509 8555



### Email This Quote

Enter the email addresses below separated by a comma and we will email them a link to this quote.

Email:    Quote title:   

© Copyright 2009 Link2Exchange. All rights are reserved.

## End User Agreement - Required Terms and Conditions

This Master Service Agreement is between

Seacoast Telecommunication Service Bureau, Inc. DBA Link2Exchange

("Company")

and

Hidalgo County Commissioner Pct 4

1051 Doolittle Road

Edinburg, TX 78542

("You").

BY ACCEPTING THIS AGREEMENT AND USING Link2Exchange'S ("COMPANY") SERVICES YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ("AGREEMENT"), THE SERVICE LEVEL AGREEMENT BETWEEN YOU AND COMPANY, COMPANY'S SERVICES AGREEMENT AND COMPANY'S NO MASS MAILING POLICY. In the event of a conflict between the terms of this Agreement and the terms of the Services Agreement, the terms of this Agreement shall govern.

You and Company agree to the following provisions:

### 1. Provision of Services.

Company shall provide Microsoft® Exchange Hosting Services (the "Services"), which include proprietary software products of Microsoft® Corporation ("Microsoft®") and of Company, to you in accordance with the Service Level Agreement in exchange for your payment, your execution and compliance with this Agreement, and your compliance with Company's Services Agreement and No-Spam Policy. Provision of the Services shall commence once Company has received both your payment for the Services and this

Agreement duly executed by you. You warrant and represent that you shall use the Services only for lawful purposes.

## 2. Agreement Term.

The initial term of this Agreement shall be from the date of your initial payment and execution of this Agreement through the remainder of the calendar month in which this Agreement was executed. The term of this Agreement, after the initial Agreement term, shall be one calendar month.

## 3. Automatic Renewal.

This Agreement shall renew automatically at the end of the prior Agreement term unless terminated either by you or by Company.

## 4. Termination without Cause.

You may terminate this Agreement at any time, for any reason, by following the termination procedure located within the Account section of the Exchange Administrator Control Panel prior to the automatic renewal of this contract.

COMPANY SHALL NOT REFUND AMOUNTS ALREADY BILLED FOR THE MONTH IN WHICH YOU TERMINATE THE AGREEMENT.

ALL CUSTOMER DATA AND ACCOUNT SETTINGS, INCLUDING, BUT NOT LIMITED TO, PUBLIC AND PRIVATE INFORMATION, AND STORED CONTENT, MAY BE IRREVOCABLY DELETED UPON ACCOUNT TERMINATION. PLEASE BE AWARE THAT WE CANNOT GUARANTEE THAT ANY ATTEMPTS TO MOVE SUCH DATA AND ACCOUNT SETTINGS TO ANOTHER PROVIDER WILL BE SUCCESSFUL.

Company may terminate this Agreement at any time, for any reason, by:

providing written or electronic mail notice of termination to your e-mail contact address no less than fifteen days prior to the service termination; and

refunding or not charging your credit card account for the monthly charge for the month in which the Services terminate.

#### 5. Termination for Cause.

YOU AGREE TO MAINTAIN AND KEEP CURRENT ALL CONTACT INFORMATION FOR YOUR ACCOUNT(S) WHICH IS(ARE) RELATED TO THE SERVICES. FAILURE TO MAINTAIN OR KEEP CURRENT ALL CONTACT INFORMATION SHALL BE A VALID GROUND FOR COMPANY TERMINATION OF SERVICES FOR CAUSE.

IF COMPANY TERMINATES YOUR ACCOUNT FOR A VIOLATION OF THIS AGREEMENT, COMPANY'S SERVICES AGREEMENT, OR COMPANY'S NO SPAM POLICY, COMPANY SHALL NOT BE REQUIRED TO REFUND TO YOU ANY AMOUNTS BILLED TO YOU FOR THE MONTH IN WHICH COMPANY SERVICES TERMINATE.

#### 6. Payment Terms.

You agree to be billed monthly via your credit card for all recurring and one-time charges, including late and termination charges, for the Services and any fees you owe to Company. Company shall email an invoice to your e-mail contact address.

#### 7. Taxes.

Company shall not be liable for any taxes and other governmental fees to be paid which are related to purchases made from you or from Company's server. You agree that you shall be fully responsible for all taxes and fees of any nature associated with products or services sold through the use of or with the aid of the Services provided to you by Company.

#### 8. Compliance with Microsoft® Terms and Conditions; Disclaimer of Warranties of Microsoft® and/or Link2Exchange.

You (i) acknowledge that Company's ability to provide the Services is contingent upon your and Company's continued compliance with certain Microsoft® Corporation ("Microsoft®") terms and conditions and (ii) agree to the "Terms and Conditions Regarding Use of Microsoft® Software" set forth on Annex A hereto, which is incorporated herein by reference. You further acknowledge that the support provided by Company in connection with the Services is not in any way provided by Microsoft® and expressly disclaim, to the extent permitted by applicable law, all warranties by Company and/or Microsoft® for any damages, whether direct, indirect, or consequential, arising from the use of the Services.

#### 9. Materials and Products.

Any material and data you provide to Company in connection with the Services shall be in a condition that is in a form requiring no additional manipulation on the part of Company. Company shall make no effort to validate this material or data for content, correctness, or usability. Material or data that is not in this condition shall be a breach of this Agreement.

Company may, in its sole discretion, reject material or data that you have placed on servers related to the Services or that you request Company put on servers related to the Services. Company agrees to notify you immediately of its refusal of the material or data and provide you with an opportunity to amend or modify the material or data to meet the requirements of Company. Your failure to amend or modify the data or material as directed by Company within a reasonable time shall be a breach of this Agreement.

#### 10. Liability; No Warranty; Limitation of Damages.

YOU EXPRESSLY AGREE THAT USE OF COMPANY'S SERVICES IS AT YOUR SOLE RISK.

You acknowledge that Company, its agents, affiliates, licensors or the like, make no representations or warranties, expressly or impliedly, that the Services shall be uninterrupted or error free; neither do they make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy, reliability, or content of any information service or merchandise contained in or provided through the Services, unless otherwise expressly stated in this Agreement.

The Company, its officers, agents, or anyone else involved in providing the Services shall not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or inability to use the Services; or for any damages that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction, or unauthorized access to Company's records, programs, or the Services.

Company not shall exercise control over the content of the information used in connection with the Services except those controls expressly provided herein.

Company makes no warranties or representations of any kind, express or implied, for the service it is providing. Company also disclaims any warranty of merchantability or fitness for a particular purpose and shall not be responsible for any damages that may be suffered by you, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause or due to your errors or omissions. Use of any information obtained by way of Company is to be used at your own risk, and Company specifically denies any responsibility for the accuracy or quality of information obtained through the Services. Company expressly limits its damages for any non-accessibility time or other downtime to the penalties listed in the Service Level Agreement. Company expressly limits its responsibility for any damages arising as a consequence of such unavailability.

#### 11. Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights.

Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to you. You agree that all right, title, and interest in all components of the Services belong to Company, Microsoft®, or other third parties. The Services are only for your use and may not be used by any other person or entity.

You expressly warrant to Company that you have the right to use any patented, copyrighted, or trademarked material that you use, post, or otherwise transfer to servers used in connection with the Services.

You agree that the Services, including software developed for the Services and third party applications provided for use with the Services, involve trade secrets and other valuable proprietary information belonging to Company, Microsoft®, or other third parties. You shall not (i) alter, or permit the alteration of the Services or any component thereof; (ii) copy, or permit the copying of the Services or any component thereof; (iii) knowingly take any action that jeopardizes any entity's proprietary rights in the Services; (iv) acquire or seek to acquire any ownership interest in or to the Services or any component thereof; (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the the Services or any component thereof; (v) remove, modify or obscure any copyright, trademark or other proprietary notices that appear during use of the Services, or on software related to the Services; or (vi) except as expressly contemplated by the scope of this Agreement, license, sell, transfer, lease, or disclose the Services.

#### 12. Hardware, Equipment, and Software.

You are responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access the Services. Company makes no representations, warranties, or assurances that your equipment shall be compatible with the Services.

#### 13. Age.

You expressly represent and warrant that you have reached the age of eighteen years.

#### 14. Indemnification.

You agree that you shall defend, indemnify, save, and hold Company and/or Microsoft® harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against Company and/or Microsoft®, and their respective agents, servants, officers, and employees, that may arise out of or result from any service provided or performed or agreed to be performed or any product sold by you, your agents, employees, or assigns.

You agree to defend, indemnify, and hold harmless Company and Microsoft® against liabilities arising out of:

(i) any injury to person or property caused by any products sold or otherwise distributed in connection with the Services provided to you;

(ii) any material supplied by you infringing or allegedly infringing on the property or proprietary rights of a third party (including, but not limited to, intangible and intellectual property rights);

(iii) copyright infringement; and

(iv) any defective product which you sold or distributed by means of the Services.

You agree that the liability limit of Company and/or Microsoft®, including any reasonable attorneys' fees and court costs, shall in no event be greater than the aggregate dollar amount which you paid during the terms of this Agreement.

#### 15. Miscellaneous.

This Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of New Hampshire, without regard to its choice-of-law rules, as if the Agreement was a contract wholly entered into and wholly performed within the State of New Hampshire.

By accessing this web site and using the information therein available and/or by purchasing any Service made available through this site, you agree with the website operators, their service providers, affiliates, parents, subsidiaries and any content provider or offeror of services on this site or through any other associated activity, that any claim, dispute or controversy ("Claim") by either you or us against the other, or against or with any of these persons or entities (including, without limitation, their employees, agents and assigns), whether related to the described transactions or otherwise, including the enforceability of this arbitration agreement, will be resolved by binding arbitration under the Code of Procedure of arbitration-forum.com (the "Code") in effect at the time the claim is filed. This arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). Hearings shall be held as provided by the Code and if any In-person Hearing is required, it shall be held in Concord, NH, USA. In the event a court having

jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective. IN ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND/OR TO PARTICIPATE OR BE REPRESENTED IN COURT BY OTHERS, BUT ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

Any action to review an award granted pursuant to this arbitration clause shall be brought exclusively in the United States District Court. If, for any reason, this Arbitration provision is held not to be enforceable, any action to enforce this Agreement or any matter relating to your use of the Service shall be brought exclusively in the United States District Court or if there is no jurisdiction in such court, then in a state court in Strafford County.

In case any one or more of the provisions contained herein 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 provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

No waiver by Company of any breach by you of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver shall be effective unless it is in writing and then only to the extent expressly set forth in such writing.

Entire agreement. This Agreement, including Company Services Agreement , Company No Spam Policy, and Service Level Agreement, shall constitute the entire Agreement between you and Company with respect to the Services.

#### ANNEX A TO END USER AGREEMENT. NOTICE REGARDING USE OF MICROSOFT® SOFTWARE PRODUCTS

This document ("License") concerns your use of certain Microsoft® software products provided to you as a service by Seacoast Telecommunication Service Bureau, Inc., which includes computer software and may include associated media, printed materials, and "online" or electronic documentation (collectively "SOFTWARE PRODUCTS"). Seacoast Telecommunication Service Bureau, Inc. does not own the SOFTWARE PRODUCTS and the use thereof is subject to certain rights and limitations of which you need to be informed. Your right to use the SOFTWARE PRODUCTS as a service is pursuant to your agreement

with Seacoast Telecommunication Service Bureau, Inc. and is subject to your understanding and compliance with the following terms.

### 1. DEFINITIONS.

For purposes of this Appendix, the following definitions shall apply: "Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software. "Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, "smart phone", or other electronic device. "Server Software" means software that provides services or functionality on a computer acting as a server. "Other Software" means software described in Paragraph 14 ("Other Rights and Limitations") below.

### 2. OWNERSHIP OF SOFTWARE PRODUCTS.

The SOFTWARE PRODUCTS are licensed to Seacoast Telecommunication Service Bureau, Inc. from MSLI, GP ("Microsoft®"), a Nevada general partnership and a wholly-owned subsidiary of Microsoft® Corporation. All title and intellectual property rights in and to the SOFTWARE PRODUCTS (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCTS) are owned by Microsoft® or its suppliers. All title and intellectual property rights in and to the content which may be accessed through the use of the SOFTWARE PRODUCTS are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. Nothing herein grants you any rights to use such content.

### 3. USE OF SOFTWARE PRODUCTS.

You may only use the SOFTWARE PRODUCTS in accordance with the instructions, and in connection with the application services, provided to you by Seacoast Telecommunication Service Bureau, Inc. You are only authorized to remotely access the functionality of the SOFTWARE PRODUCTS except for certain Client Software and Other Software that may be installed on your Devices as expressly authorized by Seacoast Telecommunication Service Bureau, Inc. Other than such Client Software and Other Software, you may not install any other components of the SOFTWARE PRODUCTS on your Devices.

#### 4. COPIES.

You may not make any copies of the SOFTWARE PRODUCTS; provided, however, that you may (a) install one (1) copy of certain Client Software on your Device as expressly authorized by Seacoast Telecommunication Service Bureau, Inc.; and (b) you may install copies of certain Other Software as described in Paragraph 14 (Other Rights and Limitations) below. You must erase or destroy such Client Software and/or the Other Software upon termination of your agreement with Seacoast Telecommunication Service Bureau, Inc., upon notice from Seacoast Telecommunication Service Bureau, Inc. or upon transfer of your Device to another person or entity, whichever first occurs. You may not copy the printed materials accompanying the SOFTWARE PRODUCTS.

#### 5. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY.

You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCTS, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

#### 6. RENTAL.

You may not rent, lease, lend, or lend or directly or indirectly transfer the SOFTWARE PRODUCTS to any third party.

#### 7. TERMINATION.

Without prejudice to any other rights, Seacoast Telecommunication Service Bureau, Inc. may terminate your rights to use the SOFTWARE PRODUCTS if you fail to comply with these licensing terms. In such event you must cease using and destroy all copies of the SOFTWARE PRODUCTS and all of its component parts.

#### 8. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT®.

YOUR AGREEMENT IS WITH Seacoast Telecommunication Service Bureau, Inc. AND ANY WARRANTIES, ASSUPMION OF LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED BY Seacoast Telecommunication Service Bureau, Inc. AND NOT BY MICROSOFT®.

#### 9. PRODUCT SUPPORT.

Product support for the SOFTWARE PRODUCTS is provided to you by Seacoast Telecommunication Service Bureau, Inc. and is not provided by Microsoft® or its affiliates or subsidiaries.

#### 10. NOT FAULT TOLERANT.

THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

#### 11. EXPORT RESTRICTIONS.

You acknowledge that the SOFTWARE PRODUCTS are of U.S. origin. You agree to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCTS, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issue by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

#### 12. NOTE ON JAVA SUPPORT.

The SOFTWARE PRODUCTS may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death,

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### 13. U.S. GOVERNMENT RIGHTS.

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### 14. OTHER RIGHTS AND LIMITATIONS.

For Commerce Server, Host Integration Server and Internet Security and Acceleration Server -- Use of Redistributable Software ("SDK Software"). If included in the SOFTWARE PRODUCT, you may install and use copies of the SDK Software on one or more computers located at the your premises solely for the purpose of building applications that work in conjunction with the Server Software ("Applications"). You may modify the Sample Code (identified in the "samples" directories) to design, develop, and test your Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at your premises. You may also reproduce and distribute the Sample Code, along with any modifications you make thereto (for purposes of this section, "modifications" shall mean enhancements to the functionality of the Sample Code), and any other files that may be listed and identified in a REDIST.TXT file as "redistributable" (collectively, the "Redistributable Code") provided that you agree: (1) to distribute the Redistributable Code in object code form and only in conjunction with your Application, which Application adds significant and primary functionality to the Redistributable Code; (2) not to use Microsoft's name, logo, or trademarks to market the Application; (3) to include a valid copyright notice in your name on the Application; (4) to indemnify, hold harmless, and defend Microsoft® from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the Application; (5) to otherwise comply with the terms of this License; and (6) that Microsoft® reserves all rights not expressly granted.

**Clarification/Correction and Addition of item(s) for "C-10-186-12-13-Gulf Coast Papers"**

**CC CONSENT**

Date: 03/01/2011  
Submitted By: Vangie Garcia, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

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Information

CAPTION

Requesting approval on the following additions and/or modifications to Contract #C-10-186-12-13 with Gulf Coast Papers in connection to the "Janitorial Supplies, Industrial Chemicals & Supplies" (previously approved by cc on 12/13/10) follows;

1. Addition of Item #166-Styrofoam Tray Hinge 9x9x3 three compartment with Lid (pactiv YTD19903) 150/cs or equal to the bid tabulation under contract for the price of \$14.94, unintentionally omitted from the bid tabulation; and
2. Correction on Item #199-Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper), bid tabulation reflecting incorrect amount of \$9.08. Price correction is in the amount of \$14.00 at quantity of 250 per case.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: ACCT. #:  
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This agenda item is for clarification, correction and addition of items with Gulf Coast Papers. No fiscal impact on this agenda item.

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Attachments

Link: [Gulf Coast Papers Documentation](#)

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Form Routing/Status

| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 02/24/2011 07:35 AM | APRV   |
| 2         | Budget & Management   | Erika Zamora  | 02/24/2011 08:46 AM | APRV   |
| 3         | Rosalinda Cantu       | Rosie Cantu   | 02/24/2011 11:05 AM | APRV   |
| 4         | Auditor's Office      | Angela Garcia | 02/24/2011 02:09 PM | APRV   |

Form Started By: Vangie Garcia  
Started On: 02/23/2011 02:29 PM



**REQUIREMENTS AGREEMENT**  
**C-10-186-12-13**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the **13<sup>th</sup>** day of **December, 2010** by and between **Gulf Coast Paper Co., Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS**, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Janitorial Supplies, Industrial Chemicals & Supplies"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

**WHEREAS**, Seller has submitted a proposal to supply Buyer's requirements;  
and

**WHEREAS**, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE**, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **December 13, 2010** and expire on **December 12, 2011** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

therefore pending before any department or agency of Hidalgo County.

- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: 12/13/10

COUNTY OF HIDALGO

ATTEST:

By: Ramon Garcia  
Ramon Garcia, County Judge

Arturo Guajardo Jr.  
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court  
on 12/13/2010  
[Signature]

COMPANY: Gulf Coast Paper Co., Inc.

By: Jorge Guerra  
Printed Name: Jorge A. Guerra  
Title: Sales Rep

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

[Signature]  
By: Stephen L. Crain, Attorney

## AWARDED ITEMS TO **GULF COAST PAPER INC.**

| ITEM # | DESCRIPTION OF ITEMS  | BRAND            | QTY. per CASE | PRICE PER CASE | UNIT PRICE |
|--------|---|------------------|---------------|----------------|------------|
| 3      | Air Freshener- Aerosol Asst Scents  | Spartan          | 12-18 oz      | \$28.10        | \$2.340    |
| 4      | Air Freshener -Time Mist - Asst. Scents 6.6 oz                                | Vectair          | 12-6 oz       | \$37.12        | \$3.090    |
| 5      | Americo 20" beige ultra-high speed burnishing pads 5/box (20MUHSTBP) or equal | Americo          | 5             | \$13.46        | \$2.690    |
| 6      | Ant &Roach Spray odorless   | Carroll          | 12-15 oz      | \$54.76        | \$4.560    |
| 7      | Ant &Roach Spray odorless to contain deltametrin                              | Carroll          | 12-15 oz      | \$54.76        | \$4.560    |
| 8      | Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal                | Reynolds         | 600           | \$14.45        | \$0.024    |
| 9      | Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal              | Huckster         | 1000          | \$8.63         | \$0.009    |
| 10     | Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal                            | Reynolds         | 250           | \$19.97        | \$0.080    |
| 11     | Baggies- Ziploc 7x8 Quart Size(Hefty) or equal                                | Reynolds         | 500           | \$24.77        | \$0.050    |
| 12     | Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal                    | Reynolds         | 200           | \$22.67        | \$0.113    |
| 14     | Bleach -Disinfectant Cleaner Dry Air- Hospital                                | Spantan          | 12-18 oz      | \$30.61        | \$2.550    |
| 15     | Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal                        | Pure bright      | 6             | \$9.14         | \$1.52     |
| 16     | Body Shampoo- per Gallon  | spartan          | 4 gals.       | \$26.68        | \$6.670    |
| 18     | Bowl Cleaner – Liquid( Non Acid) EPA Registered                               | Spartan          | 12-32 oz      | \$16.12        | \$1.340    |
| 19     | Bowl Cleaner- Liquid 23%-26% HIC EPA Registered                               | Spartan          | 12-32 oz      | \$15.35        | \$1.280    |
| 20     | Bowl Mops (Rayon) or equal  | Continental      | 1             | \$0.60         | \$0.600    |
| 21     | Brooms –(Plastic Angel) or equal  | Unisan           | 12            | \$71.00        | \$5.920    |
| 22     | Brooms- Janitorial Straw  | Unisan           | 12            | \$69.45        | \$5.790    |
| 24     | Buffing Pads 17" White  | Americo          | 5             | \$10.21        | \$2.040    |
| 25     | Buffing Pads 20" White  | Americo          | 5             | \$13.25        | \$2.650    |
| 26     | Butcher Paper 24"   | B&H Bag          | 1             | \$22.49        | \$22.49    |
| 27     | Carpet Shampoo- Liquid Ammonia Free   | Carroll          | 4             | \$34.92        | \$8.730    |
| 28     | Carpet Powder & Deodorizer  | Big D Industries | 12-16 oz      | \$29.13        | \$2.430    |
| 29     | Carpet Shampoo Liquid   | Carroll          | 4             | \$34.92        | \$8.730    |
| 30     | Carpet Spot Remover 32 oz.  | Spartan          | 12-32 oz      | \$17.02        | \$1.420    |
| 31     | Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal             | Carroll          | 4             | \$37.84        | \$9.460    |
| 32     | Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal              | Diversey         | 4             | \$32.52        | \$8.130    |
| 33     | Cleaner- Oven 24oz foam cleaner   | Carroll          | 12-19 oz      | \$37.90        | \$3.160    |
| 34     | Cleaner -Stainless Steel- water less based                                    | Spartan          | 12-18 oz      | \$37.82        | \$3.150    |
| 35     | Continental 18" rubber floor squeegees (1800) or equal                        | Continental      | 1             | \$11.38        | \$11.380   |
| 36     | Continental 24" rubber floor squeegee (2400) or equal                         | Continental      | 1             | \$13.33        | \$13.330   |
| 39     | Degreaser -55 Gallon  | Spartan          | 1-55 gal      | \$219.07       | \$219.070  |
| 42     | Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal                 | U.S. Chemical    | 6-8 lb        | \$87.46        | \$14.580   |
| 43     | Dishwashing Liquid- 32 oz - (Dawn) or equal                                   | Palmolive        | 12-32 oz      | \$34.05        | \$2.840    |

## AWARDED ITEMS TO GULF COAST PAPER INC.

| ITEM # | DECRPTION OF ITEMS  | BRAND           | QTY. per CASE | PRICE PER CASE | UNIT PRICE |
|--------|---|-----------------|---------------|----------------|------------|
| 44     | Dishwashing Liquid- 42 oz (Dawn) or equal                                     | Palmolive       | 12-32 oz      | \$34.05        | \$2.840    |
| 45     | Disinfectant & Deodorizer Cleaner Aerosol                                     | Spartan         | 12-18 oz      | \$30.61        | \$2.550    |
| 46     | Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal      | Carroll         | 4 gals        | \$30.84        | \$7.710    |
| 47     | Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal    | Carroll         | 4 gals        | \$35.00        | \$8.750    |
| 48     | Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)                 | Spartan         | 12-18 oz      | \$30.61        | \$2.840    |
| 49     | Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)           | Spartan         | 12-18 oz      | \$30.61        | \$2.840    |
| 50     | Disinfectant Deodorant Spray- Hospital  | Spartan         | 12-18 oz      | \$30.61        | \$2.840    |
| 51     | Disinfectant Foam Cleaner- Hospital   | Spartan         | 12-18 oz      | \$25.40        | \$2.130    |
| 52     | Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal | Diversey        | 12-15 oz      | \$51.23        | \$4.270    |
| 53     | Disinfecting wipes- (Lysol) or equal  | Clorox          | 12-35         | \$36.29        | \$3.020    |
| 55     | Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)                 | Georgia Pacific | 1             | \$15.24        | \$15.240   |
| 56     | Dispensers - Liquid Hand Soap (Bulk Soap)                                     | Spartan         | 1             | \$16.98        | \$16.980   |
| 57     | Dispensers -Paper Towels Multi Folds Universal (Metal)                        | Georgia Pacific | 1             | \$24.39        | \$24.390   |
| 59     | Dust Cloths (Disposable) Yw   | Georgia Pacific | 200           | \$54.70        | \$0.027    |
| 60     | Dust Cloths- Non Disposable   | M&D             | 12            | \$19.00        | \$1.580    |
| 62     | Dust Mop 24" x 5- Non Disposable  | Rubbermaid      | 1             | \$12.22        | \$12.220   |
| 64     | Dust Mop 24"x 5 Disposable  | Wilco           | 1             | \$5.06         | \$5.060    |
| 65     | Dust Mop Frames 24" x 5   | Wilco           | 1             | \$2.03         | \$2.030    |
| 66     | Dust Mop Handles- Swivel Snap On  | Wilco           | 1             | \$4.97         | \$4.970    |
| 67     | Dust Mop Treatment (Aerosol) equal or better                                  | Spartan         | 12-16 oz      | \$32.32        | \$2.690    |
| 68     | Dust Mop Treatment RTU  | Spartan         | 12-32 oz      | \$19.67        | \$1.640    |
| 70     | Dust Pan Plastic- Lobby or equal  | Rubbermaid      | 1             | \$10.79        | \$10.790   |
| 71     | Enzyme Deodorizers- per Gallon - Liquid                                       | Spartan         | 4 gals        | \$30.33        | \$7.580    |
| 72     | Facial Tissue (Georgia Pacific)equal or better                                | Georgia Pacific | 30-100        | \$16.23        | \$0.540    |
| 73     | Feather Duster Extensions 12 Ft.  | Unger           | 13 ft         | \$36.44        | \$36.440   |
| 74     | Feather Duster Extensions 8 Ft.   | Unger           | 8 ft          | \$27.21        | \$27.210   |
| 75     | Feather Dusters 21 Inch Ostrich or Equal                                      | Lambkin         | 1             | \$5.13         | \$5.130    |
| 76     | Feather Dusters 26 Inch Ostrich or Equal                                      | Lambkin         | 1             | \$7.80         | \$7.800    |
| 77     | Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal                          | Reynolds        | 18+2000'      | \$16.13        | \$16.130   |
| 78     | Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal                       | Reynolds        | 18+3000'      | \$26.21        | \$26.210   |
| 79     | Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal      | Karcher         | 1             | \$10.50        | \$10.500   |

## AWARDED ITEMS TO GULF COAST PAPER INC.

| ITEM # | DECIPTION OF ITEMS   | BRAND          | QTY. per CASE | PRICE PER CASE | UNIT PRICE |
|--------|--|----------------|---------------|----------------|------------|
| 80     | Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal    | Karcher        | 1             | \$25.00        | \$25.000   |
| 81     | Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal      | Diversey       | 1             | \$19.90        | \$19.900   |
| 82     | Floor Cleaner- Diversey floral fragrance neutral 4/1 gallons (FLStride14) or equal | Diversey       | 4 gals        | \$19.04        | \$4.760    |
| 83     | Floor finish/wax -Diversey Ventra 5 gallon box (Vectra5) or equal                  | Diversey       | 5 gal         | \$58.65        | \$58.650   |
| 84     | Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal                              | Reynolds       | 18'x500'      | \$30.50        | \$30.500   |
| 86     | Furniture Polish- Aerosol  | Spartan        | 12-18 oz      | \$27.23        | \$2.270    |
| 87     | Glass Cleaner- Liquid Concentrate (spartan) or equal                               | Spartan        | 4 gals        | \$29.08        | \$7.270    |
| 88     | Glass Cleaner RTU- 32 oz.(Spartan) or equal  | Spartan        | 12-32 oz      | \$18.47        | \$1.540    |
| 89     | Gloves -Food Service - Large Clear (Brand Name)                                    | Tidy           | 1,000         | \$17.65        | \$0.01765  |
| 90     | Gloves- Food Service - Medium Clear (Brand Name)                                   | Tidy           | 1,000         | \$17.65        | \$0.01765  |
| 91     | Gloves -Latex - Small Disposable (Ansell or Equal)                                 | Ansell         | 1,000         | \$40.12        | \$0.04012  |
| 92     | Gloves- Latex- Large Disposable  | Ansell         | 1,000         | \$40.12        | \$0.04012  |
| 93     | Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)                         | Ansell         | 12            | \$7.36         | \$0.61     |
| 94     | Gloves- Latex -Medium - Non Disposable Yw (Ansell/ Equal)                          | Ansell         | 12            | \$7.36         | \$0.61     |
| 95     | Gloves- Latex -Medium -Disposable (Ansell or Equal)                                | Ansell         | 1,000         | \$40.12        | \$0.04012  |
| 96     | Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)                        | Ansell         | 12            | \$7.36         | \$0.610    |
| 97     | Gloves- Safety (nitrile) SFZGNPRXL1M-or equal                                      | Ansell         | 1,000         | \$59.15        | \$0.05915  |
| 98     | Hand Cleaner- Waterless  | Gojo           | 6-4.5 lb      | \$114.66       | \$19.110   |
| 100    | Hanging Toilet Bowl Blocks   | Fresh Products | 12            | \$7.54         | \$0.630    |
| 102    | Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal                     | Rubbermaid     | 1             | \$110.90       | \$110.900  |
| 106    | Mop Bucket Combo Std Size (Rubbermaid 7580) or equal                               | Rubbermaid     | 1             | \$51.80        | \$51.80    |
| 107    | Mop Handles Fiber Glass 54" Jr. Etc- or equal                                      | Impact         | 1             | \$15.43        | \$15.43    |
| 108    | Mop Handles Wood 54" Junior (QC54)   | Unisan         |               | \$5.30         | \$5.30     |
| 109    | Mop Head Cotton- Size 16 oz  | Wilco          | 12            | \$26.22        | \$2.19     |
| 110    | Mop Head Cotton- Size 24 oz.   | Wilco          | 12            | \$39.00        | \$3.25     |
| 111    | Mop Head Cotton- Size 32 oz.   | Wilco          | 12            | \$51.90        | \$4.33     |
| 112    | Mop Head Rayon- Size 16 oz.  | Wilco          | 12            | \$35.85        | \$2.99     |
| 113    | Mop head Rayon- Size 24 oz.  | Wilco          | 12            | \$53.85        | \$4.49     |
| 114    | Mop Head Rayon-Size 32 oz  | Wilco          | 12            | \$70.20        | \$5.85     |
| 116    | Mosquito Repellent Spray   | Diversey Off   | 12            | \$65.72        | \$5.4800   |
| 117    | Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal                             | SCA            | 6,000         | \$35.24        | \$0.00587  |
| 118    | Odor Eliminator- Non Aerosol   | Spantax        | 12-32 oz      | \$19.41        | \$1.6200   |
| 119    | Paper Bags #10 Brown (Duro) or equal   | Duro           | 500           | \$10.36        | \$0.02072  |

## AWARDED ITEMS TO GULF COAST PAPER INC.

| ITEM # | DESCRIPTION OF ITEMS  | BRAND                    | QTY. per CASE       | PRICE PER CASE | UNIT PRICE |
|--------|---|--------------------------|---------------------|----------------|------------|
| 120    | Paper Bags #4 Brown (Duro) or equal   | Duro                     | 500                 | \$6.34         | \$0.01268  |
| 122    | Paper Bags 1/6 BBL Brown 1657 (Duro) or equal                                 | Duro                     | 500                 | \$29.60        | \$0.0592   |
| 125    | Paper Roll Towels- Kitchen (Scott- 11s9) or equal                             | Georgia Pacific          | 30-85 (2250 sheets) | \$22.00        | \$0.7300   |
| 126    | Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal           | SCA                      | 12-350'             | \$17.06        | \$1.420    |
| 127    | Paper Towels Multi Folds (Georgia Pacific) or equal                           | Georgia Pacific          | 4,000               | \$15.29        | \$0.003820 |
| 130    | Premium Foam Antibacterial Soap Refill (GOJ536202) or equal                   | Gojo                     | 2                   | \$46.05        | \$23.03    |
| 131    | Purell Hand Sanitizer Refill-GOJ545604- or equal                              | Gojo                     | 4                   | \$60.72        | \$15.18    |
| 135    | Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)       | Hospesco                 | 250                 | \$29.07        | \$0.1163   |
| 137    | Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal      | Hospesco                 | 250                 | \$29.07        | \$0.11628  |
| 138    | Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal        | Hospesco                 | 250                 | \$29.07        | \$0.11628  |
| 140    | Scrubbing Cleansers- 21 oz (Comet) or equal                                   | Colgate                  | 24-21 oz            | \$22.39        | \$0.930    |
| 142    | Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal     | Spartan                  | 4 gals              | \$26.68        | \$6.670    |
| 144    | Soap- Bar -75 oz - 1,000 per case   | Cashmiere                | 1,000               | \$67.55        | \$0.068    |
| 145    | Soap- Hand - Liquid- ( Bag In Box)  | Kim Care (antibacterial) | 12-800 ml           | \$31.73        | \$2.64     |
| 146    | Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal          | Spartan                  | 12-32 oz            | \$29.92        | \$2.49     |
| 147    | Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal   | Spartan                  | 4 gals              | \$31.55        | \$7.89     |
| 148    | Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal       | Spartan                  | 4 gals              | \$40.37        | \$10.090   |
| 149    | Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal | Spartan                  | 12-32 oz            | \$25.33        | \$2.11     |
| 150    | Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal            | Spartan                  | 12-18 oz            | \$27.23        | \$2.27     |
| 151    | Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal         | Spartan                  | 12-32 oz            | \$17.55        | \$1.46     |
| 152    | Spray Bottles- 24 oz empty bottle (bottle24) or equal                         | Contico                  | 1                   | \$0.50         | \$0.50     |
| 153    | Spray Bottles -32 oz. empty bottle (bottleqt) or equal                        | Contico                  | 1                   | \$0.40         | \$0.40     |
| 154    | Sprayer-(TRIGGER ONLY) red & white (trigqt) or equal                          | Contico                  | 1                   | \$0.35         | \$0.35     |
| 155    | Stripping Pads 17" Black  | Americo                  | 5                   | \$10.56        | \$2.11     |
| 156    | Stripping Pads 20" Black  | Americo                  | 5                   | \$13.71        | \$2.740    |
| 158    | Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better                        | Dispozo                  | 1,000               | \$22.34        | \$0.02234  |
| 161    | Styrofoam Plates 6" Laminated   | Dispozo                  | 1,000               | \$20.45        | \$0.02045  |
| 170    | Toilet Seat Covers  | Hospesco                 | 2,500               | \$23.73        | \$0.00949  |

Item #166-Styrofoam Trays should be insert in between item #;s 161 and 170.

## AWARDED ITEMS TO GULF COAST PAPER INC.

| ITEM # | DESCRIPTION OF ITEMS   | BRAND            | QTY. per CASE | PRICE PER CASE | UNIT PRICE |
|--------|--|------------------|---------------|----------------|------------|
| 172    | Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal                   | Georgia Pacific  | 80-550        | \$34.23        | \$0.4278   |
| 179    | Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL                                       | Berry Plastics   | 100           | \$19.50        | \$0.1950   |
| 180    | Trash Cans & Lids 16 Gallon  | Rubbermaid       | 1             | \$40.00        | \$40.00    |
| 181    | Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal                                 | Rubbermaid       | 1             | \$29.10        | \$29.10    |
| 182    | Trash Cans- 10 Gallon  | Rubbermaid       | 1             | \$7.30         | \$7.30     |
| 183    | Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner              | Rhino            | 250           | \$22.52        | \$0.0900   |
| 188    | Urinal Block w/ Screens  | Fresh Products   | 12            | \$18.87        | \$1.5700   |
| 189    | Urinal Blocks (Blocks Only)  | Fresh Products   | 12            | \$4.48         | \$0.3700   |
| 190    | Urinal Deodorant Screens- Screens Only   | Spartan          | 12            | \$8.74         | \$0.7300   |
| 191    | Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal                     | Dispozo          | 1,000         | \$9.08         | \$0.00908  |
| 192    | Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal                  | Dispozo          | 1,000         | \$9.08         | \$0.00908  |
| 196    | Utensils Spoons -Plastic 1,000 Ct (Solo) or equal                                  | Dispozo          | 1,000         | \$9.08         | \$0.009    |
| 197    | Utensils Spoons -Plastic -Dispozo medium WMS 1,000/cs or equal                     | Dispozo          | 1,000         | \$9.08         | \$0.009    |
| 199    | Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)                 | Dispozo          | 1,000         | \$9.08         | \$0.009    |
| 200    | Vacuum bags-Windsor s for Sensi pack -(SVB) or equal                               | Karcher          | 10            | \$19.64        | \$1.960    |
| 201    | Wasp/ Hornet Spray   | Spartan          | 12-17 oz      | \$37.12        | \$3.090    |
| 202    | Wasp/ Hornet Spray - 20 Ft Stream  | Spartan          | 12-17 oz      | \$37.12        | \$3.090    |
| 203    | Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal | Spartan          | 4 gals        | \$35.87        | \$8.970    |
| 206    | Wipers -Workhorse -Rags-(Kimberly Clark) or equal                                  | Kimberley Clarke | 912           | \$46.10        | \$0.051    |
| 207    | Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal                     | Kimberley Clarke | 300           | \$44.87        | \$0.150    |

Price incorrect-  
should be \$14.00  
with 250 per case

## ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: Gulf Coast Paper Co  
ADDRESS: 635 Billy Mitchell Blvd  
CITY/STATE/ZIP CODE: Brownsville, TEXAS 78521  
PHONE NUMBER: (956) 541-2281  
CELLULAR NUMBER: (956) 739-6846  
FAX NUMBER: (956) 541-6917  
AUTHORIZED SIGNATURE: Jorge A. Guerra  
EMAIL ADDRESS: GCPC415@aol.com  
PRINTED NAME: JORGE A. GUERRA  
TITLE: Sales Rep  
DATE: 9-7-2010

Hidalgo County  
 "JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"  
 (All Funding Sources, Programs & Entities)  
 BID NO.: 2010-186-09-01-SMA  
 BID PAGE

JANITORIAL & INDUSTRIAL SUPPLIES

|     | DESCRIPTION OF ITEM(S)  | BRAND            | Qty per CASE | PRICE PER CASE   | UNIT PRICE |
|-----|---|------------------|--------------|------------------|------------|
| 1.  | 3M green 6x9 scouring pads 20/box (96HP) or equal                             | 3M               | 20           | <del>29.63</del> | 1.80       |
| 2.  | 3M griddle screens 10 per pack (200) or equal                                 | 3M               | 200          | 61.88            | 1.31       |
| 3.  | Air Freshener- Aerosol Asst Scents  | Spartan          | 12-18oz      | 28.10            | 2.34       |
| 4.  | Air Freshener -Time Mist - Asst. Scents 6.6 oz                                | VELTAIN          | 12-6oz       | 37.12            | 3.09       |
| 5.  | Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal | AMERICO          | 5            | 13.46            | 2.69       |
| 6.  | Ant & Roach Spray odorless  | CARROLL          | 12-15oz      | 54.76            | 4.56       |
| 7.  | Ant & Roach Spray odorless to contain deltamethrin                            | CARROLL          | 12-15oz      | 54.76            | 4.56       |
| 8.  | Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal                | REYNOLDS         | 600          | 14.45            | .0240      |
| 9.  | Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal              | HUCKSTER         | 1000         | 8.63             | .0086      |
| 10. | Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal                            | REYNOLDS         | 250          | 19.97            | .0798      |
| 11. | Baggies- Ziploc 7x8 Quart Size(Hefty) or equal                                | REYNOLDS         | 500          | 24.77            | .0495      |
| 12. | Baggies-Freezer Bags 10x11-200 C/s (Quick Seal) or equal                      | REYNOLDS         | 200          | 22.67            | .11335     |
| 13. | Bio-Hazard Bag Red 40 x 48 3 mil  | BERRY PLASTICS   | 25           | 16.85            | .67        |
| 14. | Bleach -Disinfectant Cleaner Dry Air- Hospital                                | Spartan          | 12-18oz      | 30.61            | 2.55       |
| 15. | Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal                        | Pure Bright      | 6            | 9.18             | 1.52       |
| 16. | Body Shampoo- per Gallon  | Spartan          | 4gals        | 26.68            | 6.67       |
| 17. | Body Towels Standard Size   |                  |              | no Bid           |            |
| 18. | Bowl Cleaner - Liquid( Non Acid) EPA Registered                               | Spartan          | 12-32oz      | 16.12            | 1.34       |
| 19. | Bowl Cleaner- Liquid 23%-26% HIC EPA Registered                               | Spartan          | 12-32oz      | 15.35            | 1.28       |
| 20. | Bowl Mops (Rayon) or equal  | Continental      | 1            | .60              | .60        |
| 21. | Brooms - (Plastic Angel) or equal   | Knisan           | 12           | 71.00            | 5.92       |
| 22. | Brooms- Janitorial Straw  | Knisan           | 12           | 69.45            | 5.79       |
| 23. | Brooms -Maids - Straw (Waco) or equal   | Unisan           | 12           | 60.75            | 5.06       |
| 24. | Buffing Pads 17" White  | AMERICO          | 5            | 10.21            | 2.04       |
| 25. | Buffing Pads 20" White  | AMERICO          | 5            | 13.25            | 2.65       |
| 26. | Butcher Paper 24" x 1000' gallon  | B+H Bag          | 1            | 22.49            | 22.49      |
| 27. | Carpet Shampoo- Liquid Ammonia Free gallon                                    | CARROLL          | 4            | 34.92            | 8.73       |
| 28. | Carpet Powder & Deodorizer  | Big D Industries | 12-16oz      | 29.13            | 2.43       |
| 29. | Carpet Shampoo Liquid gallon  | CARROLL          | 4            | 34.92            | 8.73       |
| 30. | Carpet Spot Remover 32 oz.  | Spartan          | 12-32oz      | 17.02            | 1.42       |
| 31. | Carroll heavy duty chemical deodorant 4/1 gallons (HDCD1) or equal            | CARROLL          | 4            | 37.84            | 9.46       |
| 32. | Cleaner -Diversey -general purpose 4/1 gallons (GPFOR14) or equal             | DIVERSEY         | 4            | 32.52            | 8.13       |
| 33. | Cleaner- Oven 24oz. foam cleaner  | CARROLL          | 12-19oz      | 37.90            | 3.16       |
| 34. | Cleaner -Stainless Steel- water less based                                    | Spartan          | 12-18oz      | 37.82            | 3.15       |
| 35. | Continental 18" rubber floor squeegees (1800) or equal                        | Continental      | 1            | 11.38            | 11.38      |
| 36. | Continental 24" rubber floor squeegee (2400) or equal                         | Continental      | 1            | 13.33            | 13.33      |
| 37. | Dart Vented Lid-12/12-or equal  | Dart             | 1000         | 12.49            | .0124      |
| 38. | Dart Vented Lid-8/8 or equal  | Dart             | 1000         | 9.86             | .0098      |
| 39. | Degreaser -55 Gallon  | Spartan          | 1-55gal      | 219.07           | 219.07     |

486

OPENED  
 9:58am  
 9-8-2010  
 Witnessed  
*[Signature]*

**JANITORIAL & INDUSTRIAL SUPPLIES**

| DESCRIPTION OF ITEM(S)  | BRAND           | Qty per CASE | PRICE PER CASE | UNIT PRICE |
|---|-----------------|--------------|----------------|------------|
| 40. Deodorant-hygiene   |                 |              | No Bid         |            |
| 41. Detergent-Colgate Palmolive Dishwashing- 12/32 PAL1232 or equal                   | Palmolive       | 12-32oz      | 34.05          | 2.84       |
| 42. Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal                     | U.S. Chemical   | 6-8lb        | 87.46          | 14.58      |
| 43. Dishwashing Liquid- 32 oz - (Dawn) or equal                                       | Palmolive       | 12-32oz      | 34.05          | 2.84       |
| 44. Dishwashing Liquid- 42 oz (Dawn) or equal   | Palmolive       | 12-32oz      | 34.05          | 2.84       |
| 45. Disinfectant & Deodorizer Cleaner Aerosol   | Spartan         | 12-18oz      | 30.61          | 2.55       |
| 46. Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal          | Carroll         | 4 gals       | 30.84          | 7.71       |
| 47. Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal        | Carroll         | 4 gals       | 35.00          | 8.75       |
| 48. Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)                     | Spartan         | 12-18oz      | 30.61          | 2.84       |
| 49. Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)               | Spartan         | 12-18oz      | 30.61          | 2.84       |
| 50. Disinfectant Deodorant Spray- Hospital  | Spartan         | 12-18oz      | 30.61          | 2.84       |
| 51. Disinfectant Foam Cleaner- Hospital   | Spartan         | 12-18oz      | 25.40          | 2.13       |
| 52. Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal     | DIVERSEY        | 12-15oz      | 51.23          | 4.27       |
| 53. Disinfecting wipes- (Lysol) or equal  | Clorox          | 12-35        | 36.29          | 3.02       |
| 54. Dispenser- Air Freshener Time Mist  | VELTAIR         | 1            | 24.00          | 24.00      |
| 55. Dispenser-Roll Paper Towel- Lever or Crank(Metal or Plastic)                      | Georgia Pacific | 1            | 15.24          | 15.24      |
| 56. Dispensers - Liquid Hand Soap (Bulk Soap)   | Spartan         | 1            | 16.98          | 16.98      |
| 57. Dispensers -Paper Towels Multi Folds Universal (Metal)                            | Georgia Pacific | 1            | 24.39          | 24.39      |
| 58. Dispensers -Paper Towels Multi Folds Universal (Plastic)                          | Kimberly Clark  | 1            | 30.00          | 30.00      |
| 59. Dust Cloths (Disposable) Yw   | Georgia Pacific | 200          | 54.70          | 2735       |
| 60. Dust Cloths- Non Disposable   | M+D             | 12           | 19.00          | 1.58       |
| 61. Dust Mop 24" x 3- Disposable  |                 |              | No Bid         |            |
| 62. Dust Mop 24" x 5- Non Disposable  | J353 Rubbermaid | 1            | 12.22          | 12.22      |
| 63. Dust Mop 24" x 3 Non Disposable   |                 |              | No Bid         |            |
| 64. Dust Mop 24" x 5 Disposable   | WILER           | 1            | 5.06           | 5.06       |
| 65. Dust Mop Frames 24" x 5   | WILER           | 1            | 2.03           | 2.03       |
| 66. Dust Mop Handles- Swivel Snap On  | WILER           | 1            | 4.97           | 4.97       |
| 67. Dust Mop Treatment (Aerosol) equal or better                                      | Spartan         | 12-16oz      | 32.32          | 2.69       |
| 68. Dust Mop Treatment RTU  | Spartan         | 12-32oz      | 19.67          | 1.64       |
| 69. Dust Pan Metal- Lobby or equal  | Continental     | 1            | 24.38          | 24.38      |
| 70. Dust Pan Plastic- Lobby or equal  | Rubbermaid      | 1            | 10.79          | 10.79      |
| 71. Enzyme Deodorizers- per Gallon - Liquid   | Spartan         | 4 gals       | 30.33          | 7.58       |
| 72. Facial Tissue (Georgia Pacific)equal or better                                    | Georgia Pacific | 30-100       | 16.83          | 54         |
| 73. Feather Duster Extensions 12 Ft.  | UNGER           | 13FT         | 36.44          | 36.44      |
| 74. Feather Duster Extensions 8 Ft.   | UNGER           | 8FT          | 27.21          | 27.21      |
| 75. Feather Dusters 21 Inch Ostrich or Equal  | Lambkin         | 1            | 5.13           | 5.13       |
| 76. Feather Dusters 26 Inch Ostrich or Equal  | Lambkin         | 1            | 7.80           | 7.80       |
| 77. Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal                              | Reynolds        | 18x2000'     | 16.13          | 16.13      |
| 78. Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal                           | Reynolds        | 18x3000'     | 26.21          | 26.21      |
| 79. Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal          | Karcher         | 1            | 10.50          | 10.50      |
| 80. Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal   | Karcher         | 1            | 25.00          | 25.00      |
| 81. Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal     | DIVERSEY        | 1            | 19.90          | 19.90      |
| 82. Floor Cleaner -Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal | DIVERSEY        | 4gals        | 19.04          | 4.76       |
| 83. Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal                 | DIVERSEY        | 5gal         | 58.65          | 58.65      |

OPENED

9:58am

9-8-2010

Witnessed

**JANITORIAL & INDUSTRIAL SUPPLIES**

| DESCRIPTION OF ITEM(S) |  | BRAND           | Qty per CASE | PRICE PER CASE | UNIT PRICE |
|------------------------|--|-----------------|--------------|----------------|------------|
| 84.                    | Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal                      | Reynolds        | 18' x 500'   | 30.50          | 30.50      |
| 85.                    | Foil Wrap- Potato (Reynolds) or equal                                      | Reynolds        | 6-500        | 47.70          | .0159      |
| 86.                    | Furniture Polish- Aerosol  | Spartan         | 12-18oz      | 27.23          | 2.27       |
| 87.                    | Glass Cleaner- Liquid Concentrate (spartan) or equal                       | Spartan         | 4 gal        | 29.08          | 7.27       |
| 88.                    | Glass Cleaner RTU- 32 oz.(Spartan) or equal                                | Spartan         | 12-32oz      | 18.47          | 1.54       |
| 89.                    | Gloves -Food Service - Large Clear (Brand Name)                            | Tidy            | 1000         | 17.65          | .01765     |
| 90.                    | Gloves- Food Service - Medium Clear (Brand Name)                           | Tidy            | 1000         | 17.65          | .01765     |
| 91.                    | Gloves -Latex - Small Disposable (Ansell or Equal)                         | ANSSELL         | 1000         | 40.12          | .04012     |
| 92.                    | Gloves- Latex- Large Disposable  | ANSSELL         | 1000         | 40.12          | .04012     |
| 93.                    | Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)                 | ANSSELL         | 12           | 7.36           | .61        |
| 94.                    | Gloves- Latex -Medium - Non Disposable Yw (Ansell/ Equal)                  | ANSSELL         | 12           | 7.36           | .61        |
| 95.                    | Gloves- Latex -Medium -Disposable (Ansell or Equal)                        | ANSSELL         | 1000         | 40.12          | .04012     |
| 96.                    | Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)                | ANSSELL         | 12           | 7.36           | .61        |
| 97.                    | Gloves- Safety (nitrile) SFZGNPRXLIM-or equal                              | ANSSELL         | 1000         | 59.15          | .05915     |
| 98.                    | Hand Cleaner- Waterless  | Gojo            | 6-4.5lb      | 114.66         | 19.11      |
| 99.                    | Hand Towels- Standard Size   |                 |              | No Bid         |            |
| 100.                   | Hanging Toilet Bowl Blocks   | Fresh Products  | 12           | 7.54           | .63        |
| 101.                   | Heavy Duty Laundry Detergent (for Commercial Laundry System)               | Spartan         | 5 gallon     | 72.00          | 72.00      |
| 102.                   | Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal             | Rubbermaid      | 1            | 110.90         | 110.90     |
| 103.                   | Laced Dollies (different sizes and types)                                  |                 |              | No Bid         |            |
| 104.                   | Lice Killer Aerosol  |                 |              | No Bid         |            |
| 105.                   | Menu Tissue 12x12  | Georgia Pacific | 10000        | 91.53          | .009153    |
| 106.                   | Mop Bucket Combn Std Size (Rubbermaid 7580) or equal                       | Rubbermaid      | 1            | 51.80          | 51.80      |
| 107.                   | Mop Handles Fiber Glass 54" Jr. Etc- or equal                              | Impact          | 1            | 15.43          | 15.43      |
| 108.                   | Mop Handles Wood 54" Junior  | UNISAN          |              | 5.30           | 5.30       |
| 109.                   | Mop Head Cotton- Size 16 oz  | WILER           | 12           | 26.22          | 2.19       |
| 110.                   | Mop Head Cotton- Size 24 oz.   | WILER           | 12           | 39.00          | 3.25       |
| 111.                   | Mop Head Cotton- Size 32 oz.   | WILER           | 12           | 51.90          | 4.33       |
| 112.                   | Mop Head Rayon- Size 16 oz.  | WILER           | 12           | 35.85          | 2.99       |
| 113.                   | Mop head Rayon- Size 24 oz.  | WILER           | 12           | 53.85          | 4.49       |
| 114.                   | Mop Head Rayon-Size 32 oz  | WILER           | 12           | 70.20          | 5.85       |
| 115.                   | Mosquito Repellent Lotion  |                 |              | No Bid         |            |
| 116.                   | Mosquito Repellent Spray   | DIVERSEY OFF    | 12           | 65.72          | 5.48       |
| 117.                   | Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal                     | SCA             | 6000         | 35.24          | .00587     |
| 118.                   | Odor Eliminator- Non Aerosol   | Spartan         | 12-32oz      | 19.41          | 1.62       |
| 119.                   | Paper Bags #10 Brown (Duro) or equal                                       | Duro            | 500          | 10.36          | .02072     |
| 120.                   | Paper Bags #4 Brown (Duro) or equal  | Duro            | 500          | 6.34           | .01268     |
| 121.                   | Paper Bags #8 Brown (Duro) or equal  | Duro            | 500          | 11.46          | .02292     |
| 122.                   | Paper Bags 1/6 BBL Brown 1657 (Duro) or equal                              | Duro            | 500          | 29.60          | .0592      |
| 123.                   | Paper Bags-6lb Brown 6BG (Duro)500/pack or equal                           | Duro            | 500          | 8.16           | .01632     |
| 124.                   | Paper Cups-Portion-1Oz (Solo)equal or better                               | Georgia Pacific | 30           | 22.00          | No Bid     |
| 125.                   | Paper Roll Towels- Kitchen (Scott- 11s9) or equal                          | Georgia Pacific | 2550-85      | 22.00          | .73        |
| 126.                   | Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal        | SCA             | 12-350'      | 17.06          | 1.42       |
| 127.                   | Paper Towels Multi Folds (Georgia Pacific) or equal                        | Georgia Pacific | 4000         | 15.29          | .00382     |
| 128.                   | Paper Towels Multi Folds White Bleached 9.25 x 9.5                         | Georgia Pacific | 4000         | 18.35          | .00458     |
| 129.                   | Paper Towels. (GEP 89460) En-motion high capacity -white 10 x 800 or equal | Georgia Pacific | 6-800'       | 52.94          | 8.82       |

OPENED

9:58am

9-8-20

Witnessed

**JANITORIAL & INDUSTRIAL SUPPLIES**

| DESCRIPTION OF ITEM(S)   | BRAND           | Qty per CASE | PRICE PER CASE | UNIT PRICE |
|--|-----------------|--------------|----------------|------------|
| 130. Premium Foam Antibacterial Soap Refill (GOJ536202) or equal                             | Gojo            | 2            | 46.05          | 23.03      |
| 131. Purell Hand Sanitizer Refill-GOJ545604- or equal  | Gojo            | 4            | 60.72          | 15.18      |
| 132. Razors- Double Edged  |                 |              | No Bid         |            |
| 133. Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal                       | Royal           | 12           | 19.22          | 1.60       |
| 134. Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal   | HandiBand       | 2000         | 43.28          | .02164     |
| 135. Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)                 | HOSPICO         | 250          | 29.07          | .11628     |
| 136. Sanitary Napkins- Panty Liners  |                 |              | No Bid         |            |
| 137. Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal)               | HOSPICO         | 250          | 29.07          | .11628     |
| 138. Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal)                 | HOSPICO         | 250          | 29.07          | .11628     |
| 139. Scouring Sponges Yw/ Green Standard Size 3M/ Eq   | 3M              | 20           | 34.00          | 1.70       |
| 140. Scrubbing Cleansers- 21 oz (Comet) or equal   | Colgate         | 24-21oz      | 22.39          | .93        |
| 141. Shaving Cream   |                 |              | No Bid         |            |
| 142. Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal               | Spartan         | 4gals        | 26.68          | 6.67       |
| 143. Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)                                       |                 |              | No Bid         |            |
| 144. Soap- Bar -75 oz - 1,000 per case   | CAKMIERE        | 1000         | 67.55          | .0675      |
| 145. Soap- Hand - Liquid- ( Bag In Box) Antibacterial  | Kim Care        | 12-800ml     | 31.73          | 2.64       |
| 146. Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal                    | Spartan         | 12-32oz      | 29.92          | 2.49       |
| 147. Spartan antiseptic/antibacterial hand soap 4/1 gallons (AntiHsoapl) or equal            | Spartan         | 4gals        | 31.55          | 7.89       |
| 148. Spartan bounce back floor finish restorer 4/1 gallons (Bounce1) or equal                | Spartan         | 4gals        | 40.37          | 10.09      |
| 149. Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal           | Spartan         | 12-32oz      | 25.33          | 2.11       |
| 150. Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal                      | Spartan         | 12-18oz      | 27.23          | 2.27       |
| 151. Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal                   | Spartan         | 12-32oz      | 17.55          | 1.46       |
| 152. Spray Bottles- 24 oz empty bottle (bottle24) or equal                                   | Contico         | 1            | .50            | .50        |
| 153. Spray Bottles -32 oz. empty bottle (bottleqt) or equal                                  | Contico         | 1            | .40            | .40        |
| 154. Sprayer-(TRIGGER ONLY) red & white (trigg) or equal                                     | Contico         | 1            | .35            | .35        |
| 155. Stripping Pads 17" Black  | Americo         | 5            | 10.56          | 2.11       |
| 156. Stripping Pads 20" Black  | Americo         | 5            | 13.71          | 2.74       |
| 157. Styrofoam Bowl- 6 oz 1,000/case (equal or better) GB1Z                                  | Dart            | 1000         | 24.85          | .02485     |
| 158. Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better                                  | Dispoz          | 1000         | 22.34          | .02234     |
| 159. Styrofoam Cup 8 Oz. (8J8) or equal  | Dart            | 1000         | 16.05          | .01605     |
| 160. Styrofoam Cups 4 oz (UJ4) or equal  | Dart            | 1000         | 14.90          | .0149      |
| 161. Styrofoam Plates 6" Laminated   | Dispoz          | 1000         | 20.45          | .02045     |
| 162. Styrofoam Plates 6" Unlaminated   | Dispoz          | 1000         | 20.45          | .02045     |
| 163. Styrofoam Plates 9" Divided (Mobil TI 1-0011) or equal                                  | Pactiv          | 500          | 20.22          | .04044     |
| 164. Styrofoam Plates 9" Laminated   | Dispoz          | 500          | 23.40          | .0468      |
| 165. Styrofoam Plates 9" Unlaminated   | Pactiv          | 500          | 20.22          | .04044     |
| 166. Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal | Pactiv          | 150          | 14.94          | .0996      |
| 167. Toilet Brushes- (Standard Size) Plastic   | Rubbermaid      | 1            | 1.80           | 1.80       |
| 168. Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal                       | Rubbermaid      | 1            | 1.80           | 1.80       |
| 169. Toilet Dispensers Universal (12" Jumbo Toilet Tissue)                                   | Georgia Pacific | 1            | 50.73          | 50.73      |
| 170. Toilet Seat Covers  | HOSPICO         | 2500         | 23.73          | .00949     |
| 171. Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal                           | SCA             | 12-1000'     | 25.88          | 2.16       |
| 172. Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal                        | Georgia Pacific | 44-30-550    | 34.23          | .4278      |
| 173. Toilet Tissue 6/ Jumbo 2000 ft) (Georgia Pacific) or equal                              | SCA             | 6-2000'      | 29.37          | 4.90       |

Exhibit "B" Bid Page-REVISED

*Gay Coast*

OPENED

9:58am

9-8-2010

Witnessed

**JANITORIAL & INDUSTRIAL SUPPLIES**

|        | DESCRIPTION OF ITEM(S)   | BRAND          | Qty per CASE | PRICE PER CASE | UNIT PRICE |
|--------|--|----------------|--------------|----------------|------------|
| 174.   | Toothbrush Firm- Specify Size  |                |              | no bid         |            |
| 175.   | Toothbrush Medium Specify Size   |                |              | no bid         |            |
| 176.   | Toothbrush Soft Specify Size   |                |              | no bid         |            |
| 177.   | Toothpaste Std Size. Specify Size  |                |              | no bid         |            |
| 178.   | Toothpaste Travel Size. Specify Size   |                |              | no bid         |            |
| 179.   | Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL                                       | Berry Plastics | 100          | 19.50          | .195       |
| 180.   | Trash Cans & Lids 16 Gallon  | Rubbermaid     | 1            | 40.00          | 40.00      |
| 181.   | Trash Cans & Lids- 32 Gallon (Rubbermaid ) or equal                                | Rubbermaid     | 1            | 29.10          | 29.10      |
| 182.   | Trash Cans- 10 Gallon  | Rubbermaid     | 1            | 7.30           | 7.30       |
| 183.   | Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner              | Rhino          | 250          | 22.52          | .0900      |
| 184.   | Trash liners- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal       | Pitt Plastics  | 1000         | 22.73          | .02273     |
| 185.   | Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners                  | Rhino          | 500          | 20.45          | .0409      |
| 186.   | Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners        | Rhino          | 250          | 15.96          | .0638      |
| 187.   | Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners                    | Rhino          | 1000         | 19.26          | .01926     |
| → 188. | Urinal Block w/ Screens  | Fresh Products | 12           | 18.87          | 1.57       |
| 189.   | Urinal Blocks (Blocks Only)  | Fresh Products | 12           | 4.48           | .37        |
| 190.   | Urinal Deodorant Screens- Screens Only   | Spartan        | 12           | 8.74           | .73        |
| 191.   | Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal                     | Dispozo        | 1000         | 9.08           | .00908     |
| 192.   | Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal                  | Dispozo        | 1000         | 9.08           | .00908     |
| 193.   | Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)             | Dispozo        | 1000         | 9.08           | .00908     |
| 194.   | Utensils Forks-Clear - (1,000 Ct.)   |                |              | no bid         |            |
| 195.   | Utensils Spoons -Plastic (Solo) or equal   | Dispozo        | 1000         | 9.08           | .00908     |
| 196.   | Utensils Spoons -Plastic 1,000 Ct (Solo) or equal                                  | Dispozo        | 1000         | 9.08           | .00908     |
| 197.   | Utensils Spoons -Plastic -Dispozo medium WMS 1,000/cs or equal                     | Dispozo        | 1000         | 9.08           | .00908     |
| 198.   | Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)                          | Dispozo        | 1000         | 9.08           | .00908     |
| → 199. | Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)                 | Dispozo        | 250          | 14.00          | .056       |
| 200.   | Vacuum bags-Windsor s for Sensor XPI2 vacuum cleaner 10 pack - (SVB) or equal      | Karcher        | 10           | 19.64          | 1.96       |
| 201.   | Wasp/ Hornet Spray   | Spartan        | 12-17oz      | 37.12          | 3.09       |
| 202.   | Wasp/ Hornet Spray - 20 Ft Stream  | Spartan        | 12-17oz      | 37.12          | 3.09       |
| 203.   | Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal | Spartan        | 4gals        | 35.87          | 8.97       |
| 204.   | Weed Killer (Round up) or equal  |                |              | no bid         |            |
| 205.   | Weed Killer 55 Gallon Concentrated- Specify Dilution                               |                |              | no bid         |            |
| 206.   | Wipers -Workhorse -Rags-(Kimberly Clark) or equal                                  | Kimberly Clark | 912          | 46.10          | .0505      |
| 207.   | Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal                     | Kimberly Clark | 300          | 44.87          | .1495      |

**OPENED**

9:58am

9-8-2010

**Witnessed**

