

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00213707

PO #

Date: 03/29/12

Bill To: x
x

Vendor: 299286
 GILBARCO INC.
 7300 W FRIENDLY AVENUE
 GREENSBORO NC 27410

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
 711 EL CIBOLO RD.
 EDINBURG TX 78539

Contact: MYRA MONTOYA
 956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	DO NOT DUPLICATE ORDER GASBOY PC SOFTWARE ANNUAL MAINTENANCE AGREEMENT, 099034, PC/1000 FOR WINDOWS - REP, PC 1000 RPT MODULE SUPPORT GASBOY. RENEWAL PERIOD: 04/29/2012-04/29/2013 Account No 2-1100-421-00-280-001-0-336 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 <i>05/02/12 - 11.55 00 per mo. marky pending additional instructions to be provided by Mr. Josephine ADA's office in regards to continuing PD as is + proceeding to place an agenda item.</i>	175.00 Encumbrance 175.00 Freight .00 Total 175.00	175.00

Authorized By: _____



INVOICE

CUST. ORDER DATE
3/19/2012

CUSTOMER ORDER NO.(S)
2006801627

INVOICE DATE
3/19/2012

PAGE 1

INVOICE NO.
04233791

SHIPPED TO HIDALGO CNTY SHERIFFS DEPT.
HIDALGO CNTY SHERIFFS DEPT. #2
711 EL CIBOLO RD
EDINBURG TX 78541

PAYMENT TERMS

NET 30 DAYS

SOLD TO HIDALGO CNTY SHERIFFS DEPT.
P O BOX 1228
711 EL CIBOLO ROAD
EDINBURG TX 78539

MAKE CHECK PAYMENTS
DIRECT TO
GILBARCO INC.
12249 COLLECTIONS CENTER DR.
CHICAGO IL 60693

ORDER NUMBER	FEDERAL TAX ID# 52-1504784			U.S. DOLLARS	
DATE SHIPPED 3/19/2012	B/L NO.	FREIGHT PAY TERMS PRE-PAID	TERMS OF SALE F.O.B. SHIPPING POINT	CUSTOMER NO. 0900003947	

LINE NO.	QUANTITY		DESCRIPTION	UNIT PRICE	DISCOUNT OR FACTOR	NET AMOUNT
	ORDERED	SHIPPED				
001	1.00	1.00	099034 PC/1000 FOR WINDOWS - REP PC 1000 RPT MOD SUPT GASBOY CONTRACT 801627 RENEWAL PERIOD: 04-29-2012 THRU 4-29-2013 PLEASE NOTE! ALL FUTURE ANNUAL RENEWAL CONTRACTS WILL BE COMING TO YOU VIA FAX. PLEASE KEEP YOUR FAX NUMBER AND CONTACT PERSON UPDATED TO AVOID DELAY OR A LAPSE IN YOUR CONTRACT. /BILLIOT TOTAL SALES NET AMOUNT	175.00		175.00 175.00 175.00
			P.O. #: _____			
			Invoice Received By: _____ On: _____			
			Good/Services Received By: _____ On: _____			
			1100-421-00-280-001-0-			

ORIGINAL INVOICE

GILBARCO INC.
GREENSBORO, NC 27420 U.S.A.
(336) 547-5000

GEC GSO OPERO

GENERAL

This Agreement will become binding upon acceptance by Gasboy at 7300 West Friendly Avenue, Greensboro, NC. 27420. The Customer acknowledges

AGREEMENT COVERAGE:

During the Term (as defined below) of the Agreement, Gasboy will provide to the Customer:

A. **Telephone Support** for Product questions is available 24 hours/7 days a week / 365 days per year, from our toll free service center (800-444-5529). This toll free number can be changed at Gasboy's discretion.

B. **Software Corrections** to the Product required by individual Customers will be addressed on an "as needed" basis.

C. This Agreement does not include:

- On-site support
- Any hardware, even if the enhancements or modifications require a hardware update.
- Support for questions not relating specifically to the Product, such as, but not limited to, hardware, PC operating system, etc.

TERM AND RENEWAL

The Term of this Agreement is one year from the Effective Date of the Agreement. In the event this Agreement is not renewed prior to the expiration date, the Agreement is automatically terminated. Each renewal of this Agreement will be pursuant to the price terms for the Agreement in effect at the time of renewal. Termination may result from the failure of the Customer to comply with any of the conditions of this Agreement, or by mutual agreement of both parties.

HELP DESK SUPPORT AT NON-CONTRACT LOCATIONS

When a customer calls in to Gasboy TAC and/or Help Desk for support and does not have a service contract not wishing to purchase one, policy is to offer a support call fee of \$100.00, payable immediately by credit card before service is rendered. This service is good for one call, one problem only. If the

DISCONTINUANCE OF COVERAGE

If maintenance coverage is discontinued at any time due to any actions of the Customer to terminate coverage, reinstatement of coverage will require a new agreement. In addition to the current annual fee, a reinstatement charge will be assessed equal to 110% of the current annual fee prorated by the

LIMITATION OF LIABILITY

Gasboy only represents that the Product will operate according to the specifications published by Gasboy for the Product. If it is determined that the Product fails to operate according to such specifications, Gasboy's only responsibility will be to use its best efforts to correct the defect.

Gasboy does warrant that the media used to transport the Product, under this Agreement will be free from defects in material and workmanship under normal use for a period of ninety (90) days from the date of invoice for the Product. Gasboy shall replace any defective media not meeting the above warranty which is returned to Gasboy within the warranty period.

THE PRODUCT IS PROVIDED WITH NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event will Gasboy, or representatives, be liable to the Customer, or any other party, for damages, including but not limited to any lost profits, lost savings, lost gallonage, or other incidental or consequential damages arising out of the use or inability to use the Product even if Gasboy, or its representatives, has been advised of the possibility of such damages, or for any claim by any other party.

FORCE MAJEURE

Neither party shall be liable to the other for loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to acts of God, war, acts of the public enemy, riot, civil commotion, sabotage, federal, state or municipal action or regulations; strikes, fires, flood, accidents, delays or any other causes, contingencies or circumstances within or without the United States not subject to either party's control, which

ASSIGNMENT

This Agreement and the rights of the Customer may not be assigned by Customer without the prior written consent of Gasboy. Any attempted assignment in violation of the provisions hereof shall be null and void and have no effect.

GOVERNING LAW & VENUE

This Agreement shall be governed and interpreted by the laws of the State of North Carolina, without regard to its conflicts of laws provisions. The parties agree that venue is exclusive and proper in the state of North Carolina.

SEVERABILITY

This Agreement shall be governed and interpreted by the laws of the State of North Carolina, without regard to its conflicts of laws provisions. The parties agree that venue is exclusive and proper in the state of North Carolina.

ENTIRE AGREEMENT

This Agreement is the exclusive agreement between the parties regarding GASBOY CFN system annual support, and supersedes any other agreement oral or written, regarding the subject matter of this Agreement.

Tanya.Delira

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, May 02, 2012 1:46 PM
To: 'Martha Salazar'; 'Richard Ozuna'
Cc: 'Tanya.Delira'; 'Myra Montoya'; 'Darlene Betancourt'; 'Matilde Faz'
Subject: RE:

Marty,

You can put the item on the agenda for approval; as you state below, the amount appears to be negligible.

The issue still remains for future agreements because the actual terms may not be enforceable.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 02, 2012 9:39 AM
To: josephine.ramirez@da.co.hidalgo.tx.us; 'Richard Ozuna'
Cc: 'Tanya.Delira'; 'Myra Montoya'; 'Darlene Betancourt'; 'Matilde Faz'
Subject: RE:
Importance: High

No. Since we just recently began the practice of having these types of agreements go through legal counsel for review and comment as to form, the issue had arisen. We have been using this vendor since about 2004. The yearly expenditure is \$175.00. However, it needs to get on CC consent agenda for approval (because it requires an agreement). I have informed the SO (Lt. Ozuna) that we research and attempt to find another vendor. I understand their preference as it is has been a reliable and necessary tool for the internal control of fueling of the fleet of vehicles.
Let us know.
Marty

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]

5/2/2012

Sent: Wednesday, May 02, 2012 9:24 AM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'; 'Myra Montoya'; 'Darlene Betancourt'; 'Matilde Faz'
Subject: RE:

Was item already approved by commissioners court?

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
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josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, April 24, 2012 3:27 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'; 'Myra Montoya'; 'Darlene Betancourt'; 'Matilde Faz'
Subject: FW:
Importance: High

Ms. Josephine:
Where do we go from here?
Marty

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, April 24, 2012 3:13 PM
To: 'Martha Salazar'
Cc: 'Myra Montoya'
Subject: FW:

Ms. Marty, please read below...this is the one where we modified the state to read state of Texas.

From: Dudley, Sherry [mailto:sherry.dudley@gilbarco.com]
Sent: Tuesday, April 24, 2012 12:04 PM
To: Myra Montoya
Cc: 'Tanya.Delira'
Subject: RE:

Myra,
Per our finance department the contract is not negotiable.

Thank you,
Sherry Dudley

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Tuesday, April 24, 2012 11:45 AM
To: Dudley, Sherry; Murtagh, Maureen
Cc: 'Tanya.Delira'
Subject: RE:

Good morning,

I was just following up the previous request.

Thank you,

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

From: Dudley, Sherry [mailto:sherry.dudley@gilbarco.com]
Sent: Monday, April 16, 2012 11:31 AM
To: Murtagh, Maureen
Cc: myra.montoya@hidalgoso.org; Tanya.Delira
Subject: FW:

Maureen,
Can you assist Myra? She is asking for someone to initial corrections to the Gasboy terms regarding Governing Law & Venue and Severability sections.

Thank you,
Sherry Dudley

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Monday, April 16, 2012 12:13 PM
To: Dudley, Sherry
Cc: 'Tanya.Delira'
Subject: FW:

Good morning Sherry,

May you please initial where correction has been done.

Thank you,

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office

5/2/2012

**711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027**

From: Tanya.Delira [<mailto:tanya.delira@co.hidalgo.tx.us>]
Sent: Friday, April 13, 2012 4:22 PM
To: 'Martha Salazar'
Cc: 'Myra Montoya'
Subject: RE:

May you please revise and send to legal for approval.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Friday, April 13, 2012 1:20 PM
To: 'Tanya.Delira'
Cc: 'Myra Montoya'
Subject: FW:
Importance: High

Ms. Tanya:
Proceed with instructions.
Marty

From: Josephine L. Ramirez [<mailto:josephine.ramirez@da.co.hidalgo.tx.us>]
Sent: Friday, April 13, 2012 1:09 PM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'; 'Myra Montoya'
Subject: RE:

Yes, and have it initialed.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
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josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Friday, April 13, 2012 12:33 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'; 'Myra Montoya'
Subject: RE:
Importance: High

Ms. Josephine:
Can we attempt to replace with Texas?
Marty

From: Josephine L. Ramirez [<mailto:josephine.ramirez@da.co.hidalgo.tx.us>]
Sent: Friday, April 13, 2012 10:38 AM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'; 'Myra Montoya'
Subject: RE:

The form of the agreement is ok. One issue that I do see is the choice of governing law is North Carolina.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
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josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Friday, April 13, 2012 9:32 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'; 'Myra Montoya'
Subject: FW:
Importance: High

Ms. Josephine:
Please review and comment as form the attached agreements so that we may place on CC for approval.
Thanks,
Marty

From: Tanya.Delira [<mailto:tanya.delira@co.hidalgo.tx.us>]
Sent: Friday, April 13, 2012 8:45 AM
To: 'Martha Salazar'
Cc: 'Myra Montoya'
Subject: FW:

Ms. Marty please forward this blank agreement for legal review for Gilbarco in reference to requisition 213707. This is the updated version of the agreement sent to you yesterday..

From: Myra Montoya [<mailto:myra.montoya@hidalgoso.org>]
Sent: Friday, April 13, 2012 8:08 AM
To: 'Tanya.Delira'
Subject: FW:

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

From: Dudley, Sherry [<mailto:sherry.dudley@gilbarco.com>]
Sent: Friday, April 13, 2012 6:59 AM
To: Myra Montoya
Cc: GVR GSO SER - ServiceOrder
Subject: RE:

Myra,
See attached for the information you requested.

Sherry Dudley | Contract Services Team | Gilbarco Veeder-Root
Office: 336-547-5533 | Fax: 336-547-5177 | Em: sherry.dudley@gilbarco.com

From: Myra Montoya [<mailto:myra.montoya@hidalgoso.org>]
Sent: Thursday, April 12, 2012 5:21 PM
To: GVR GSO SER - ServiceOrder
Subject:

Good afternoon,

I was wondering if you can send me a new copy of the blank agreement #2006801627? My purchasing department is asking for it in order to place it in Commissioners court.

Thank you,
Myra Montoya, Accountant I
Hidalgo County Sheriff's Office

5/2/2012

**711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027**

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