

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00233996

PO #

Date: 03/26/13

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 RPT MODULE SUPPORT GASBOY. RENEWAL PERIOD 04/29/2013-04/29/2014 Account No _____ 3-1100-421-00-280-001-0-336 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	240.00 <u>Encumbrance</u> 240.00 Freight Total	240.00 .00 240.00

Authorized By: _____

GASBOY

CUSTOMER PROFILE / CONTRACT

This is not an invoice, but will begin the invoicing process. PLEASE COMPLETE BOTH SITE AND BILLING INFO AND RETURN.

DO YOU WISH TO RENEW ? YES[] NO[]

FOR OFFICE USE ONLY

CUSTOMER NUMBER: 0900003947 AGREEMENT: 2006801627
CONTRACT ID: 801627
RENEWAL PERIOD: 04/29/2013 - 04/29/2014

GASBOY PC SOFTWARE ANNUAL MAINTENANCE AGREEMENT

Gilbarco Inc. (hereinafter "Gasboy") agrees to provide the support to Customer indicated under Agreement Coverage, subject to the terms and conditions of this Agreement, for the Gasboy PC Software checked (x) below (hereinafter called "Product"). The Customer agrees to the conditions of this Agreement (on rear of form) by signing the section below.

Note: The information in "CUSTOMER INFORMATION" section must be completed and signed, fax or mail to:

GILBARCO INC DBA GASBOY

Attn: Contract Services / Mail stop F-89 / 7300 West Friendly Avenue / PO Box 22087 Greensboro, NC. 27420 FAX: 336 547 5421

AGREEMENT COVERAGE OPTIONS:

Table with 2 columns: PART No and PRICE/YEAR. Rows include PC/1000 for Windows - Comm Module (\$142), PC/1000 for Windows - Report Module (\$240), PC/CFN for Windows - Comm Module OR PC (\$142), PC/CFN for Windows - Fuel Module OR PC (\$455), PC/TopKAT for Windows - Comm Module (\$142), PC/TopKAT for Windows - Report Module (\$142).

Note: DOS programs will not be renewed, offered as new agreement or supported. Upgrade to Windows package is required upon inception or renewal.

CUSTOMER INFORMATION

Site Information (Location of software) Physical Address
Company Name Site Contact Person:
Address: Contact Phone No.
City, State, and Zip: Contact E-mail:
Fax Number

BILLING INFORMATION (IF DIFFERENT THAN SITE LISTED ABOVE)

Company Name Billing Contact Person:
Address: Contact Phone No.
City, State, and Zip Contact E-mail:
Fax Number

AGREEMENT APPROVAL: AUTHORIZED SIGNATURE

Print Name Title:
Signature (Required)

NOTE: Customer must provide the agreement number, from the top right

corner of this form, when calling for assistance.
See attachment for Terms & conditions

If providing a PO number, please list here _____
If you would like to pay by Credit Card please check here. YES _____

Federal ID# _____
(Please provide Fed ID for service/invoice purposes)

Are you TAX EXEMPT? YES _____ NO _____ If answered yes and have not
provided a copy to Gasboy, please attach a copy when returning this
profile.

FAX signed copy-keep a copy for your record; return ONLY this
form, Tax Certificate & PO.

2013-03-15 05:30:11.0

HIDALGO CNTY SHERIFFS DEPT.
711 EL CIBOLO RD
EDINBURG, TX, 78541
GVR ID: 801627
Re: Agreement No.: 2006801627

Dear MICHAEL GARZA,

This letter is to inform you that your Gasboy support agreement is scheduled to expire 4/29/2013. We have included a customer profile/ contract with Terms and Conditions to be completed. Please fax completed profile/contract to finance at 336-547-5421. Once this form is received and you have indicated you wish to renew you will be invoiced. In order to provide you with optimum support, we must maintain complete and accurate records. This form allows us to maintain the necessary information to verify site location, phone number, correct mailing address, and the contact person who will handle mailing, billing etc. This will benefit both you and GVR eliminating confusion as to what the contract is and to whom it belongs. Your agreement number is your key to service and must be used when calling in. Your agreement covers software upgrades at no charge as long as it is current.

This agreement for site: HIDALGO CNTY SHERIFFS DEPT.
711 EL CIBOLO RD
EDINBURG, TX, 78541

Description	Model	Quantity	Price
PC 1000 RPT MOD SUPT GASBOY		099034 CONTRACT	1 240

Thank you for your continued interest in Gasboy. If you have any questions regarding invoicing contact Contract Services team at gvr.gso.ser.ServiceOrder@gilbarco.com
If you have questions concerning payments please call Katherine Willett at (336) 547-5602. Our toll free help desk number is 800-444-5529.

TERMS & CONDITIONS
CFN SYSTEMS

GENERAL

This Agreement will become binding upon acceptance by Gasboy at 7300 West Friendly Avenue, Greensboro, NC. 27420. The Customer acknowledges that he has read and understands this Agreement and agrees to be bound by the terms and conditions

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 customer calls with more than one issue a new fee is charged for each issue.

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 number of months (to a maximum of 24 months) during which coverage was discontinued.

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 prevent or hinder performance hereunder.

ASSIGNMENT

Customer may not assign this Agreement and the rights of the 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

If any provision of this Agreement is finally held by a court of competent jurisdiction to be unlawful or invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless as a result of such unlawful provisions there is a material failure of consideration as to a Party and such Party is unwilling to waive such failure.

ENTIRE AGREEMENT

This Agreement is the exclusive agreement between the parties regarding GASBOY PC software annual maintenance, 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
(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: 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@hidalgo.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@hidalgo.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@hidalgo.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

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
(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: 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@hidalgo.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@hidalgo.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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