



FACILITIES MANAGEMENT
County Of Hidalgo

TO: VALDE GUERRA, COMMISSIONERS COURT EXECUTIVE
OFFICER

ATTN: MONICA BADILLO

FROM: DANIEL FLORES, FACILITIES MANAGEMENT DEPT.

DATE: May 09, 2013

REF: Application of Credit

Please let this serve as a request for approval on an application for credit with Dealers Electrical Supply. It is needed for future business with this vendor as Hidalgo County needs.

Thank you in advance for your consideration to this matter, if you have any questions or require additional information please call me at 956-289-7856 ext. 4355.

Thank You

Daniel Flores, Facilities Management
Hidalgo County



dealers electrical supply

RETURN TO: CREDIT DEPARTMENT - DEALERS ELECTRICAL SUPPLY

WACO P.O. Box 2676 Waco, Tx. 76702 254-756-7251 Fax: 756-0133

DUNCANVILLE 1107 Cedar Rdg. Dr. Sta. B Duncanville, Tx. 75137 972-298-2111 Fax: 298-2251

EL PASO P.O. Box 26279 El Paso, Tx. 79926 915-775-9700 Fax: 772-4711

HOUSTON P.O. Drawer 16160 Houston, Tx. 77222 713-601-8521 Fax: 694-4635

TYLER P.O. Box 1110 Tyler, Tx. 75710 903-693-3098 Fax: 593-9701

OKLAHOMA CITY P.O. Box 272368 Oklahoma City, Ok. 73137 405-787-5553 Fax: 787-1533

CREDIT REQUIREMENTS: If credit information in this application does not meet our requirements, additional financial information and or personal guaranty will be required (Please answer all questions and sign application.) The information you provide is governed by our privacy policy which is available for review upon request.

DATE: 5/9/13 EMAIL: Norma.kalifa@co.hidalgo.tx.us FAX #: (956) 318-2648 BUSINESS NAME: Hidalgo County Facilities Management BUSINESS PH.#: (956) 289-7850 MAILING ADDRESS: P.O. Box 1356 Edinburg TX 78540 HOME PH.#: STREET ADDRESS: 2100 S. Hwy 281 Edinburg TX 78539 CELL PH.#: CITY: Edinburg STATE: TX ZIP+4: 78539 FED. I.D. #: 74-0000717 DATE BUSINESS ESTABLISHED: TYPE OF BUSINESS: County DRIVER'S LICENSE #: ACCOUNTS PAYABLE MANAGER Norma Kalifa CONTRACTOR' LICENSE #: NAME

ESTIMATED MONTHLY PURCHASES \$ (CREDIT MONITORED BY COMPUTER) OWNERS AND/OR OFFICERS ARE: Company is presently: Corporation Proprietorship Partnership Municipality NAME: Irene Cantu TITLE: SOC. SEC #: NAME: TITLE: SOC. SEC #:

- COMMERCIAL BUSINESS REFERENCES Name, Address, Phone No. and Account No. 1. Border States 2308 W Trenton Edinburg Tx 78539 2. Grain 6ER 921 E. Pecan McAllen Tx 78501 3. Central Plumbing 706 W. Fergus on Pharr Tx 78577 4. Johnston Supply 3117 N Sugar Rd Pharr Tx 78577

BANK ADDRESS: PHONE # OFFICER: ACCOUNT #: IF PRINCIPALS DO BUSINESS UNDER ANY OTHER NAMES OR HAVE OWNERSHIP IN ANY OTHER PARTNERSHIPS, CORPORATIONS, OR JOINT VENTURES, PLEASE PROVIDE NAMES OF SUCH BUSINESS ENTITIES:

PAYMENT TERMS ARE VENDOR DISCOUNT BY THE 10TH OF THE MONTH FOLLOWING DELIVERY - NET 15TH PAST DUE ACCOUNTS ARE SUBJECT TO 1.5% MONTHLY SERVICE CHARGE.

LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER

Goods sold by Dealers Electrical Supply Co. are the products of reputable manufacturers. Dealers Electrical Supply Co. shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material or workmanship. THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE APPLICANT AND THE SOLE OBLIGATION OF DEALERS ELECTRICAL SUPPLY CO. EXCEPT AS TO TITLE, THERE ARE NO WARRANTIES, EITHER WRITTEN OR ORAL, IMPLIED, OR STATUTORY, RELATING TO GOODS SOLD BY DEALERS ELECTRICAL SUPPLY CO. TO APPLICANT WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PARAGRAPH. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. Dealers Electrical Supply Co.'s liability on any claim for loss or damage arising out of any agreement for the sale of goods or from the performance or breach thereof or connected with the supplying of any goods, or their sales, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. Dealers Electrical Supply Co., shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Applicant for such damages. If Dealers Electrical Supply Co., furnishes Applicant with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Dealers Electrical Supply Co. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

THE REMAINING STANDARD TERMS AND CONDITIONS OF SALE APPEAR ON THE REVERSE OF THIS APPLICATION

The undersigned authorizes Dealers Electrical Supply to utilize a consumer credit report on the undersigned in connection with the extension of the business credit represented by this credit application consistent with the federal Fair Credit Reporting Act.

Signature President, Vice President, Partner or Proprietor Signature President, Vice President, Partner or Proprietor

Print GUARANTY OF INDEBTEDNESS Print

The undersigned Guarantor(s) in order to induce Dealers Electrical Supply Co. to extend credit to Applicant herein, does hereby unconditionally, jointly and severally, personally guarantee all sums which may be owed by Applicant to Dealers Supply Co. whether said indebtedness is due now or hereafter incurred. This Guaranty is continuing, and shall continue to apply to all indebtedness which Applicant may hereafter incur, renew, or extend in whole or in part, with Dealers Electrical Supply Co. all without notice to the undersigned Guarantor(s). Dealers Electrical Supply Co. may jointly or independently modify the indebtedness, accept or release collateral, or release the Applicant without releasing the undersigned Guarantor(s). If this Guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such release shall not release the other Guarantor(s), and such release may be done without notice to the other Guarantor(s). The undersigned Guarantor(s) waives notice of acceptance of this Guaranty. The obligation of all persons signing this guaranty, where more than one sign, shall be jointly and several. Performance of this Guaranty shall be at Waco, McLennan County, Texas and the undersigned Guarantor(s) promise to pay the indebtedness and obligations incurred hereunder at Waco, McLennan County, Texas. Guarantor(s) further agree to pay all expenses and attorney's fees incurred by Dealers Electrical Supply Co. in enforcing the terms of this guaranty agreement.

Print Guarantor Print Guarantor

STANDARD TERMS AND CONDITIONS OF SALE

1. Any order for goods by Applicant shall constitute a representation that Applicant is solvent. If, in the judgment of Dealers Electrical Supply Co., the financial condition of the Applicant at the time of manufacture or shipment does not justify the terms of payment specified, Dealers Electrical Supply Co. reserves the right to require from Applicant full or partial payment or other adequate assurance of performance before manufacture or shipment. Dealers Electrical Supply Co. reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Applicant, in order to provide security for the payment of the full price of goods furnished hereunder, grants Dealers Electrical Supply Co. a security interest in said goods. Applicant agrees to execute any documents or furnish information necessary to perfect this security interest.
2. Payment terms are discount if paid by the 10th day of the following month of purchase, net 15th.
3. Payment of any indebtedness due Dealers Electrical Supply Co. by Applicant shall be made in Waco, McLennan County, Texas. In the event Applicant does not pay when due, Applicant agrees to pay interest on past due amounts is 1-1/2% per month, or the maximum non-usurious rate allowable by law. Notwithstanding anything to the contrary contained herein or in invoices of Dealers Electrical Supply Co. to Applicant, no provision thereof shall require the payment or permit the collection of interest in excess of such maximum non-usurious rate.
4. If it is necessary for Dealers Electrical Supply Co. to institute legal proceedings against Applicant to enforce the terms hereof, or to recover any indebtedness or damages, Dealers Electrical Supply Co. shall be entitled to recover from Applicant its reasonable attorneys' fees, costs and expenses.
5. Unless otherwise stated, all quotations expire 30 days from their date, and may be modified or withdrawn by Dealers Electrical Supply Co. prior to any acceptance. All quotations and prices are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes; and where applicable, such taxes shall be billed as a separate item and paid by Applicant. Dealers Electrical Supply Co. reserves the right to correct all errors and omissions. Quantities and unit prices are for the specific quotations only; any increase or decrease in quantities is solely at the option of Dealers Electrical Supply Co. Dealers Electrical Supply Co. assumes no responsibility for quoted materials meeting any job specifications or requirements unless specifically so stated in its written quotation. Dealers Electrical Supply Co. is merely quoting its interpretation of Applicant's requirements and bill of material.
6. As to goods delivered by Dealers Electrical Supply Co.'s truck, title passes upon delivery at the place Applicant receives possession; and, thereafter, all risk of loss or damages shall be on Applicant. Deliveries by common carrier are f.o.b. shipping point. On direct shipments from manufacturers, titles passes to Applicant at point and time of delivery to carrier; and thereafter, all risk of loss or damage shall be on Applicant. Damage or shortage claims arising from direct shipments are to be made by Applicant against carrier. Dealers Electrical Supply Co. assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Applicant without any cost to Dealers Electrical Supply Co.
7. Shipping dates are not guaranteed, but if stated, are based upon best information then available and unless otherwise specifically stated in writing are subject to change without notice. Dealers Electrical Supply Co. shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control or (ii) an act of God, act or omission of Applicant, act of civil or military authority, governmental priority or other allocation or control, fire, strike, or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. In the event of such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.
8. No goods will be accepted for return without the written permission of Dealers Electrical Supply Co. Normally stocked items in resalable condition will be accepted for credit subject to a restocking charge. Manufacturers' restocking charges will apply when material has to be returned to manufacturer. Goods will not be accepted for return after 60 days from date of delivery. Specially ordered items or abnormal quantities of stock items will not be accepted for return until Dealers Electrical Supply Co. has secured permission and terms of return from Dealers Electrical Supply Co.'s sources of supply and such terms have been accepted by the Applicant. All goods claimed to be defective shall be held subject to inspection by Dealers Electrical Supply Co. and/or the manufacturer.
9. Should shipments be held or stored beyond delivery date for convenience of Applicant, Dealers Electrical Supply Co. may, at its option, assess reasonable charges for any expense incident to such delay.
10. Since the products sold by Dealers Electrical Supply Co. are not manufactured by Dealers Electrical Supply Co., but are sold under its respective manufacturers' brand or trade names, Dealers Electrical Supply Co. hereby disclaims any and all warranties against patent infringement. Dealers Electrical Supply Co. shall, however, if given prompt notice by the Applicant of any claim of patent infringement with respect to any product sold hereunder, use its best efforts to secure for the Applicant such indemnity rights as the manufacturer may customarily give with respect to such product.
11. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Dealers Electrical Supply Co. unless specifically assented to in writing by an authorized representative of Dealers Electrical Supply Co. management.
12. Buyer agrees that Dealers may accept a signed fax copy of this application and agreement as a substitute for the original document.

X Initial _____



**dealers
electrical
supply**
an employee owned company

1050 KASTRIN ST.
P.O. BOX 26279
EL PASO, TX 79926-6279
(915) 775-9700
FAX: 772-4711

FACSIMILE COVER SHEET

Request Date: 5/9/13

Second Request Date: _____ No. of Pages: 3
including cover sheet

Third Request Date: _____

Please deliver the following pages to:

Name: Norma

Company: Hidalgo County

City: _____ Fax Number: 956 318 2648

From: Maria, Credit Dept.

If not well received, please contact _____ Ext: _____

Comments: Credit application

Please contact after reviewing

Original to follow

The information contained in this facsimile message is privileged and confidential information for use of the addressee listed above. If you are neither the intended recipient nor the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of the telecopied information is strictly prohibited. If you received this telecopy in error, please immediately notify us by telephone at the above number to arrange for the return of the original document to us.

FULL SERVICE BRANCHES IN:

- Texas: Amarillo • Arlington • Austin • Austin South • Borger • Brenham • Bryan • Bryan Lighting • Cleburne • Conroe • Corpus Christi • Corsicana • Dallas • Denton • Duncarville • El Paso • Fort Worth • Georgetown • Greenville • Harlingen • Houston • Houston South • Irving • Kerrville • Killeen • Longview • Lufkin • Marble Falls • Marshall • McAllen • Odessa • Palestine • Paris • Plano • San Antonio • San Marcos • Sherman • Stafford • Sulphur Springs • Temple • Texarkana • Tyler • Waco • Waco Lighting
- New Mexico: Albuquerque • Las Cruces • Santa Fe
- Oklahoma: Durant • Muskogee • Oklahoma City • Tulsa

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency <i>Hidalgo County Facilities Management</i>	
Address (Street & number, P.O. Box or Route number) <i>PO BOX 1356</i>	Phone (Area code and number) <i>956-289-7850</i>
City, State, ZIP code <i>Edinburg TX 78540</i>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: *Dealers Electrical Supply*
Street address: *140 E Upas* City, State, ZIP code: *McAllen TX 78501*

Description of items to be purchased or on the attached order or invoice:
Electrical

Purchaser claims this exemption for the following reason:
Hidalgo County is a government entity

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser <i>Norma Kalija</i>	Title <i>Adm Asst I</i>	Date <i>5/9/2013</i>
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.