



**ICC Enterprises, Incorporated**

2025 Glen Ellyn Rd, Glendale Heights, IL 60139

Phone: 630.588.0200 Fax: 630.622.0370

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

**ICC Order Confirmation**

Page 1-Order Information. Page 2-Terms & Conditions. Please read both pages carefully. Sign and fax back to ICC.

Today's Date: **1/8/2008**

Date Rented: **Monday, February 04, 2008**

Due Back: **Wednesday, March 12, 2008**

Shipping or Delivery Information:

fedex ground

ICC Confirmation Number:

**MG74220**

**BILLING INFORMATION:**

**Company:** HIDALGO COUNTY ELECTIONS  
**Address:** 101 SOUTH 10TH AVE, EDINBURG TX, 78539  
**Contact:** MIKE RAMIREZ KANTO  
**Phone:** (956) 292-7702 **Ext:**  
**Fax:**  
**Email:** mike.kanto@co.hidalgo.tx.us  
**OrdrBy/PO:** MIKE RAMIREZ KANTO/PO# 597328

**SHIPPING INFORMATION:**

**Ship To:** HIDALGO COUNTY ELECTIONS  
**Address:** 1100 EAST BUSINESS 83  
**City:** PHARR TX 78577  
**Show/Bth:** SUITE 158  
**Show/Bth:**  
**Contact:** KATIE FUENTES  
**Phone:** (956) 207-0396 **Ext.:**  
**Contact2:**  
**Phone2:**

**METHOD OF PAYMENT:**

**Type:** BILL W/PO  
**PO:** 597328 **Fax:**  
**CC No:**  
**Holder:**  
**Chg/Hold:**

**DELIVERY VIA:**

**Del By:** FEDEX GROUND **Set-Up:**   
**FX/UPS#:** 2455-6716-2 ARV BY 2/11  
**Hold For:**  
**Insure:** **C.O.D.:**  
**Pick-Up:** CLIENT RETURN SHIP TO ICC

QTY	CATEGORY	MODEL/PROCESSOR	RAM	HD	CD	UNIT PRICE	AMOUNT
50	PC LAPTOPS	DELL D610 INTEL MOBILE 2.13 GHZ LAPTOP	2GB	80GB	DVDRW	110.00	5500.00
50	PERIPHERAL	10/100 ETHERNET INSTALLED/56K MDM				Included	Included
50	PERIPHERAL	WIRELESS G ETHERNET, USB SCROLL MOUSE				Included	Included
50	PERIPHERAL	A/C ADAPTER WITH POWERCORD, CASE				Included	Included
	NOTES	MUST BE SAME AS CONT # 74112					
	NOTES	ALL LAPTOPS HAVE 4 USB PORTS EACH					
1	PERIPHERAL	DAMAGE AND THEFT WAIVER				550.00	550.00

SubTotal: \$6,050.00 Del/Ship: \$0.00 Union Fee: \$0.00 Tax: \$0.00 Total: \$6,050.00

Notes: **LOAD 30 LAPTOPS WITH CLIENT IMAGE AND OTHER 20 WITH WIN XP/SP2 & NORTON**

O/S: **CLIENT IMAGE**

Software:

**An Automatic Extension of this rental will be processed if equipment is not returned by\*: 3/12/2008**

\*2 days grace will only be granted upon return of monthly contracts that ship. Shipping time is built into rental periods that are less than one month in term.

Please review order above for accuracy. Please read the terms & conditions below carefully. Please sign page 2 and fax back. Page 1 of 2

- 1. TERMS OF DELIVERED EQUIPMENT:** Customer assumes all risk of loss or damage to the Equipment upon delivery of the Equipment by ICC or a designated ICC agent to Customer, and Customer shall be solely responsible for any such loss of or damage to the Equipment until the return of the Equipment to ICC's designated location. Requested time of delivery on the face of the agreement is a guideline for delivery and is not a guaranteed time of delivery. Client must be available to sign for the receipt of equipment or redelivery charges may apply. You acknowledge that prior to taking the Equipment, you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract. Loss or damage of Equipment will be charged to the Customer.
- 2. TERMS OF SHIPPED EQUIPMENT:** Customer acknowledges that upon receipt of Equipment that is shipped to designated Customer location, you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract. Unless Customer notifies ICC to the contrary in writing within 2 hours of the receipt of the equipment, it shall be conclusively presumed that the equipment was received in full, with no missing items, and good operating condition. Equipment that is shipped to Customer is responsibility of Customer to ship back to ICC or ICC's designated location at Customer's risk and expense.
- 3. REPLACEMENT COSTS:** Customer shall maintain and keep in force insurance in such amounts as shall be satisfactory to ICC covering the Equipment against fire, casualty, liability, theft and indemnify ICC for repair or replacement of the Equipment in the event of any damage to or loss or destruction of the Equipment. If ICC so requests, Customer's insurance required by this Agreement shall name ICC as an additional insured and loss payee. Replacement cost of equipment is based on many variables and solely ICC determines full replacement value. Replacement costs will be paid immediately and are not contingent upon receipt of payment to Customer by Customer's insurance carrier. Rental charges will continue to accrue until payment of the deemed replacement cost has been received in full by ICC. Rental charges will not be offset against replacement value.
- 4. BUY OUT:** All buyout requests for rented Equipment must be made in writing to ICC. ICC will quote such buyout in writing to Customer. Solely ICC determines buyout value and rental charges will not be offset against buyout value. Any verbal agreement or quote with respect to buyout pricing is null and void. Rental charges will continue to accrue until payment for buyout is received by ICC in full.
- 5. RENTAL TERM:** Customer agrees to rent the Equipment from ICC for the terms specified on the face of this Agreement. Start of the Rental term indicates the date the equipment ships from ICC's premises or designated premises is indicated on the face of the Agreement as the 'Date Rented'. The date Equipment should arrive back at ICC premises or designated location is indicated on the face of the Agreement as the date 'Due Back'. The terms of this Agreement can be extended for one or more successive renewal terms equal to the initial term, unless Customer provides ICC with written notice at least five (5) days prior to the end of the term or any renewal term that Customer is discontinuing rental of the Equipment.
- 6. EQUIPMENT RETURN:** Customer acknowledges that it is solely the Customer's responsibility to return the Equipment to ICC or designated location. If the Equipment is not returned by the Customer by the date due back as indicated on the face of the Agreement, rental charges will continue to accrue as the Agreement will be extended for one or more successive renewal terms equal to the initial term. Equipment must be returned to ICC in good working condition. It is the responsibility of Customer to obtain a return receipt from ICC upon pick up and such receipt must be kept by customer as a proof of return of rented equipment. Equipment is subject to inspection upon return to ICC or to ICC's designated location. If ICC or a designated ICC agent to Customer is picking up the equipment from a specific location, requested time of pick-up on the face of the agreement is a guideline and is not a guaranteed time of pick-up. Client must remain with the equipment, must not leave the equipment unattended in any circumstance, and is responsible for the equipment until the equipment is fully picked up and the client has obtained a pick-up receipt from ICC or designated ICC agent to the Customer.
- 7. SHIPPING RETURN:** All Rental equipment MUST be packaged with extreme care and must be returned in good working condition to ICC. Adequate packaging material must be acquired at the expense of the Customer for the return shipment of Equipment. Equipment must be shipped back with a packaging slip on each box indicating number of boxes, number of skids (if appropriate), and asset numbers of returned equipment. Equipment is subject to inspection upon return to ICC or to ICC's designated location. Upon inspection of shipments by ICC, Customer will be responsible for any replacement costs for the loss or damage to Equipment.
- 8. UNION FEES AND OTHER FEES:** Client is solely responsible for any union fees, freight fees, electrical fees, equipment set-up fees, or any other fees incurred in association with rental of equipment, peripherals, and/or services. Client is solely responsible for any additional fees that may apply by a convention hall, hotel, or any other venue in association with rental of equipment, peripherals, and/or services.
- 9. CANCELLATION:** Orders cancelled after the Equipment is shipped or within 24 hours prior to shipping are subject to a cancellation fee of 100% of the total rental shown on the front page of this Agreement plus an amount equal to charges incurred by ICC in connection with its procurement of the Equipment and shipping charges incurred prior to cancellation. This cancellation policy may be modified on the face of the agreement and that modification would supersede the standard 24-hour term on cancellation.
- 10. USE/MAINTENANCE/SERVICE:** The Equipment shall be operated in a careful and proper manner by competent persons and only in accordance with the manufacturer's operating instructions. Customer shall not disassemble, modify, alter, attempt to repair, or change the Equipment in any manner. ICC agrees that it shall maintain, repair or replace any of the Equipment that fails to operate properly through no fault of Customer. Customer shall notify ICC immediately of any operating problems with Equipment and request instructions before taking any remedial action or returning it to ICC. Credits for operating problems with Equipment will only be considered if problems are immediately indicated and documented with ICC support staff. In the event that ICC determines that the need for maintenance or repair is caused by damage to the Equipment as a result of Customer's misuse, or improper use of the Equipment, or as a result of repair or service by a party other than ICC or its designee, Customer shall pay ICC for any repair or replacement parts and for ICC's hourly service charges and pay ICC for any repair or replacement parts and for ICC's hourly service charges and minimum fee for making the repair.
- 11. PAYMENT:** Customer agrees to pay ICC the rental payments as specified in this Agreement and to pay all applicable federal, state or local taxes in connection with the rental or use of the Equipment. In the event payment is not made to ICC by the due date, Customer shall pay a late charge of one and one-half percent per month in addition to any payment due.
- 12. LOCATION:** Customer agrees not to remove the Equipment from the installation location or other site where the equipment is located without ICC's express prior written consent. ICC shall have the right to inspect the Equipment at the Installation Location at any time during normal business hours.
- 13. ACCESSORIES:** All non-consumable accessories, including but not limited to surge devices, boxes, fiber cases, canvas bags, corrugated boxes, manuals, power cords and computer cabling provided with the Equipment, whether or not specified herein, shall be deemed to be a part of the Equipment and shall be returned to ICC with the Equipment.
- 14. WARRANTY/DISCLAIMER:** Customer acknowledges and agrees that ICC is neither the manufacturer or nor an agent of the manufacturer of the equipment, and that ICC makes no warranties, express or implied, of any kind with respect to the equipment including but not limited to any warranty of merchantability of the equipment or its fitness for any particular purpose, or its design or condition, or its quality, capacity or workmanship. Customer rents the equipment as is with all its faults. It is agreed that ICC shall not be liable to customer for, and customer releases ICC from damages from any cause whatsoever, including but not limited to equipment malfunction, inoperability or customer's failure to properly operate the equipment. ICC expressly disclaims any liability for incidental or consequential damages. Customer agrees to look solely to the manufacturer of the equipment for any claim arising from any defect, breach of warranty or inability to use the equipment for any reason.
- 15. INDEMNIFICATION/COPYRIGHT:** Customer hereby indemnifies and holds harmless ICC, its officers, directors, agents and employees, from and against any and all loss, liability and expenses, including attorney's fees and expenses, for property damage or personal injury, including death, arising out of or in connection with the use or operation of the Equipment. ICC hereby notifies Customer that software or operating systems provided as part of the Equipment are protected under the copyright laws of the United States and that Customer is prohibited from duplicating reproducing, publishing, reverse engineering or otherwise making any unauthorized use thereof. The indemnification set forth herein from Customer unauthorized use, duplication, reproduction or publication of copyrighted materials included with the Equipment.
- 16. LEGAL FEES, EXPENSES, ETC.:** All legal expenses incurred will be borne by Customer. In the event that ICC takes legal action against Customer to enforce any of ICC's rights under this Agreement, including without limitation (i) any of ICC rights to receive rentals, indemnification, reimbursement, costs of collection of any other sum provided for herein or (ii) any of ICC's rights to expenses incurred by ICC, directly or indirectly in connection with such legal action, including, without limitation, attorney's and expert fees.
- 17. CREDIT CARD FOR PAYMENT:** This provision applies for Customer's making rental payments via credit card. Customer be charged for the rental of equipment for the rental period stated in the Agreement. Your signature on this Agreement is verification that the credit card on the face of the Agreement is valid and you are authorized to use this credit card. This agreement also verifies that you will be charged on this credit card, unless otherwise agreed upon in writing for the cost for any equipment lost, stolen, or damaged. If the rental contract is extended beyond the term stated above, all extensions will also be charged on the credit card listed on the face of the Agreement.
- 18. OBJECTIONS:** If Customer objects to any terms and conditions of this Agreement or has any objection to the suitability of any Equipment or its acceptability for any purpose under this Agreement, Customer shall notify ICC in writing of Customer's specific objections upon receipt of this Agreement, prior to signing this Agreement, and prior to the delivery/shipping of your equipment from ICC premises or the premises of designated ICC agent. Any objections shall not be binding upon ICC unless received by ICC with the aforementioned stipulations. The parties agree that ICC has the right to reject Customer's objections and ICC, at its election may terminate this Agreement.
- 19. DEFAULT:** In the event that the Customer fails to comply with any of the provisions of this Agreement, including, without limitation making timely payments of sums due hereunder to ICC, or in the event that Customer becomes insolvent or makes an assignment for the benefit of creditors, or if any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under Federal Bankruptcy code or any other law for the relief of debtors in instituted, or if the Equipment is levied upon or otherwise taken from the installation location or other site where the equipment is located, then (i) Customer shall be deemed to be in default hereunder, and ICC at its option may declare this Agreement to be terminated, (ii) ICC or its agents may repossess and remove the Equipment, and (iii) ICC may pursue any other remedy it may have against Customer. If any of the Equipment is levied upon or removed from the installation location or other site where equipment is located, Customer hereby agrees to pay ICC as liquidated damages the full amount of the fair market value of such Equipment. In addition to the foregoing, Customer hereby agrees to pay (i) all bank and other charges resulting from a check of Customer being returned for insufficient or uncollectible funds, (ii) all of ICC's costs of collection from Customer, (iii) a late charge of 1-2/3% per month of any delinquent amount, and (iv) any difference between (a) the actual rental provided herein for the term of the Agreement and (b) the rental that would have been charged by ICC had the rental payments been calculated on the basis of a term that commenced on the date of this Agreement and ended on the date of the Customer's default.
- 20. GENERAL:** ICC shall not be responsible for failure to fulfill its obligations under this Agreement due to causes or circumstances beyond its control. In the event of any liability for ICC, such liability shall be limited solely to the rental charge of the Equipment. ICC shall not be liable for any consequential damages in the event of a default by ICC. Customer agrees that it may not and shall not offset against sums due to ICC for any existing or future claims that Customer may assert against ICC. This Agreement constitutes the entire Agreement and understanding between the parties and may not be altered, modified, or amended except in writing as signed by an authorized official to ICC.

This Agreement shall be governed by and construed under the laws of the State of Illinois.

Sign: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



# Purchase Order

## COUNTY OF HIDALGO

PO#: 597328

DATE: 01/15/08

Page No 1 Of 1  
 Needed 01-08-08

VENDOR: 353558                      REQ:00124476  
 Email:

Phone:  
 ICC ENTERPRISES, CORP  
 2025 GLEN ELLYN ROAD  
 GLENDALE HEIGHTS IL 60139

BUYER: pzapata  
 SHIP TO: ELECTIONS  
 101 S. 10TH AVENUE  
 EDINBURG TX 78539

CONTACT:  
 SITE: ELECTIONS

Special Instructions:

REQ# 22

**VENDOR NOTES**

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F O B. DESTINATION VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS. UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		APPROVED THRU CC ON 01/14/08 (1) MONTH FOR RENTALS OF LABTOPS @ \$110.00 EA.		
50	EACH	RENTAL OF LAPTOPS FOR PHONE BANK FOR 2008 ELECTION FROM 2/10/08 FOR 1 MONTH. DELL D610 INTEL MOBILE 2.13 GHZ LAPTOP, 10/100 ETHERNET INSTALLED/56K MDM, WIRELESS G ETHERNET, USB SCROLL MOUSE, A/C ADAPTER WITH POWERCORD, CASE. ALL LAPTOPS HAVE 4 USB PORTS.	110.00	5,500.00
1	EACH	SHIPPING	700.00	700.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		6,200.00
		*****		
		For Hidalgo County use only		
		8-1100-414-00-130-001-0-442		6,200.00
		Approved		

Authorized by:

*Martina L. Salazar*

AI-7395  
Rental of Laptops  
CC REGULAR

30.O.O.

Date: 01/14/2008  
Submitted By: Matilde Faz, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Area: Purchasing Department Purchasing only: Elections

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**Information**

**CAPTION**

Requesting authority to enter into a (1) one-month rental agreement for <sup>(50) fifty</sup>~~(25) twenty-five~~ laptops for the Elections Dept. with "ICC Enterprises, Corp." in the amount of \$110.00/each total amount of \$6,200.00 including shipping, requisition # 124476

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2008 ACCT. #: 8-1100-414-00-130-001-0-442  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:

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**Attachments**

Link: LAPTOP RENTALS

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Matilde Faz	01/08/2008 04:30 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			
4	Court Administrator			

Form Started By: Matilde Faz Started On: 01/08/2008 04:30 PM

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# Requisition

Req # 00124476

PO # 597328

Date: 01/08/08

Bill To:   x  
              x

Vendor : 353558  
ICC ENTERPRISES, CORP  
2025 GLEN ELLYN ROAD  
GLENDALE HEIGHTS IL 60139

Ship To: ELECTIONS  
101 S. 10TH AVENUE  
EDINBURG TX 78539

Contact: PATTY ZAPATA  
956-318-2570

Contract No:

Special Instructions:  
REQ# 22

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
50	EACH	APPROVED THRU CC ON 01/14/08 (1) MONTH FOR RENTALS OF LABTOPS @ \$110.00 EA. DO NOT DUPLICATE ORDER  RENTAL OF LAPTOPS FOR PHONE BANK FOR 2008 ELECTION FROM 2/10/08 FOR 1 MONTH. DELL D610 INTEL MOBILE 2.13 GHZ LAPTOP, 10/100 ETHERNET INSTALLED/56K MDM, WIRELESS G ETHERNET, USB SCROLL MOUSE, A/C ADAPTER WITH POWERCORD, CASE. ALL LAPTOPS HAVE 4 USB PORTS.	110.00	5,500.00
1	EACH	SHIPPING  Account No  8-1100-414-00-130-001-0-442	700.00	700.00
			Encumbrance	
			6,200.00	
			Freight	.00
			Total	6,200.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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

**Requisition**

**Req # 00124476**

PO #

Date: 01/08/08

*Regular # 7395 1/14/08*

**Bill To:** x  
x

**Vendor:** 353558  
ICC ENTERPRISES, CORP  
2025 GLEN ELLYN ROAD  
GLENDALE HEIGHTS IL 60139

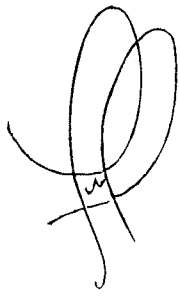
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**Contract No:**

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1	EACH	SHIPPING	700.00	700.00
		<u>Account No</u> 8-1100-414-00-130-001-0-442	<u>Encumbrance</u> 6,200.00	
			Freight	.00
			Total	6,200.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		



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

**ICC Enterprises, Incorporated**

2025 Glen Ellyn Rd, Glendale Heights, IL 60139

Phone: 630.588.0200 Fax: 630.622.0370

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78539  
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**Fax:**  
**Email:** mike.kanto@co.hidalgo.tx.us  
**OrdrBy/PO:** MIKE RAMIREZ KANTO/PO#

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**City:** PHARR TX 78577  
**Show/Bth:** SUITE 158  
**Show/Bth:**  
**Contact:** KATIE FUENTES  
**Phone:** (956) 207-0396 **Ext.:**  
**Contact2:**  
**Phone2:**

**METHOD OF PAYMENT:**

**Type:** BILL W/PO  
**PO:** **Fax:**  
**CC No:**  
**Holder:**  
**Chg/Hold:**

**DELIVERY VIA:**

**Del By:** FEDEX GROUND **Set-Up:**   
**FX/UPS#:**  
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	NOTES	ALL LAPTOPS HAVE 4 USB PORTS EACH					

SubTotal: \$5,500.00

Del/Ship: \$0.00

Union Fee: \$0.00

Tax: \$0.00

Total: \$5,500.00

Notes:

O/S:

CLIENT IMAGE

Software:

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- 8. UNION FEES AND OTHER FEES:** Client is solely responsible for any union fees, freight fees, electrical fees, equipment set-up fees, or any other fees incurred in association with rental of equipment, peripherals, and/or services. Client is solely responsible for any additional fees that may apply by a convention hall, hotel, or any other venue in association with rental of equipment, peripherals, and/or services.
- 9. CANCELLATION:** Orders cancelled after the Equipment is shipped or within 24 hours prior to shipping are subject to a cancellation fee of 100% of the total rental shown on the front page of this Agreement plus an amount equal to charges incurred by ICC in connection with its procurement of the Equipment and shipping charges incurred prior to cancellation. This cancellation policy may be modified on the face of the agreement and that modification would supersede the standard 24-hour term on cancellation.
- 10. USE/MAINTENANCE/SERVICE:** The Equipment shall be operated in a careful and proper manner by competent persons and only in accordance with the manufacturer's operating instructions. Customer shall not disassemble, modify, alter, attempt to repair, or change the Equipment in any manner. ICC agrees that it shall maintain, repair or replace any of the Equipment that fails to operate properly through no fault of Customer. Customer shall notify ICC immediately of any operating problems with Equipment and request instructions before taking any remedial action or returning it to ICC. Credits for operating problems with Equipment will only be considered if problems are immediately indicated and documented with ICC support staff. In the event that ICC determines that the need for maintenance or repair is caused by damage to the Equipment as a result of Customer's misuse, or improper use of the Equipment, or as a result of repair or service by a party other than ICC or its designee, Customer shall pay ICC for any repair or replacement parts and for ICC's hourly service charges and pay ICC for any repair or replacement parts and for ICC's hourly service charges and minimum fee for making the repair.
- 11. PAYMENT:** Customer agrees to pay ICC the rental payments as specified in this Agreement and to pay all applicable federal, state or local taxes in connection with the rental or use of the Equipment. In the event payment is not made to ICC by the due date, Customer shall pay a late charge of one and one-half percent per month in addition to any payment due.
- 12. LOCATION:** Customer agrees not to remove the Equipment from the installation Location or other site where the equipment is located without ICC's express prior written consent. ICC shall have the right to inspect the Equipment at the Installation Location at any time during normal business hours.
- 13. ACCESSORIES:** All non-consumable accessories, including but not limited to surge devices, boxes, fiber cases, canvas bags, corrugated boxes, manuals, power cords and computer cabling provided with the Equipment, whether or not specified herein, shall be deemed to be a part of the Equipment and shall be returned to ICC with the Equipment.
- 14. WARRANTY/DISCLAIMER:** Customer acknowledges and agrees that ICC is neither the manufacturer or nor an agent of the manufacturer of the equipment, and that ICC makes no warranties, express or implied, of any kind with respect to the equipment including but not limited to any warranty of merchantability of the equipment or its fitness for any particular purpose, or its design or condition, or its quality, capacity or workmanship. Customer rents the equipment as is with all its faults. It is agreed that ICC shall not be liable to customer for, and customer releases ICC from damages from any cause whatsoever, including but not limited to equipment malfunction, inoperability or customer's failure to properly operate the equipment. ICC expressly disclaims any liability for incidental or consequential damages. Customer agrees to look solely to the manufacturer of the equipment for any claim arising from any defect, breach of warranty or inability to use the equipment for any reason.
- 15. INDEMNIFICATION/COPYRIGHT:** Customer hereby indemnifies and holds harmless ICC, its officers, directors, agents and employees, from and against any and all loss, liability and expenses, including attorney's fees and expenses, for property damage or personal injury, including death, arising out of or in connection with the use or operation of the Equipment. ICC hereby notifies Customer that software or operating systems provided as part of the Equipment are protected under the copyright laws of the United States and that Customer is prohibited from duplicating, reproducing, publishing, reverse engineering or otherwise making any unauthorized use thereof. The indemnification set forth herein from Customer unauthorized use, duplication, reproduction or publication of copyrighted materials included with the Equipment.
- 16. LEGAL FEES, EXPENSES, ETC.:** All legal expenses incurred will be borne by Customer, in the event that ICC takes legal action against Customer to enforce any of ICC's rights under this Agreement, including without limitation (i) any of ICC rights to receive rentals, indemnification, reimbursement, costs of collection of any other sum provided for herein or (ii) any of ICC's rights to expenses incurred by ICC, directly or indirectly in connection with such legal action, including, without limitation, attorney's and expert fees.
- 17. CREDIT CARD FOR PAYMENT:** This provision applies for Customer's making rental payments via credit card. Customer be charged for the rental of equipment for the rental period stated in the Agreement. Your signature on this Agreement is verification that the credit card on the face of the Agreement is valid and you are authorized to use this credit card. This agreement also verifies that you will be charged on this credit card, unless otherwise agreed upon in writing for the cost for any equipment lost, stolen, or damaged. If the rental contract is extended beyond the term stated above, all extensions will also be charged on the credit card listed on the face of the Agreement.
- 18. OBJECTIONS:** If Customer objects to any terms and conditions of this Agreement or has any objection to the suitability of any Equipment or its acceptability for any purpose under this Agreement, Customer shall notify ICC in writing of Customer's specific objections upon receipt of this Agreement, prior to signing this Agreement, and prior to the delivery/shipping of your equipment from ICC premises or the premises of designated ICC agent. Any objections shall not be binding upon ICC unless received by ICC with the aforementioned stipulations. The parties agree that ICC has the right to reject Customer's objections and ICC, at its election may terminate this Agreement.
- 19. DEFAULT:** In the event that the Customer fails to comply with any of the provisions of this Agreement, including, without limitation making timely payments of sums due hereunder to ICC, or in the event that Customer becomes insolvent or makes an assignment for the benefit of creditors, or if any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under Federal Bankruptcy code or any other law for the relief of debtors is instituted, or if the Equipment is levied upon or otherwise taken from the installation location or other site where the equipment is located, then (i) Customer shall be deemed to be in default hereunder, and ICC at its option may declare this Agreement to be terminated, (ii) ICC or its agents may repossess and remove the Equipment, and (iii) ICC may pursue any other remedy it may have against Customer. If any of the Equipment is levied upon or removed from the installation location or other site where equipment is located, Customer hereby agrees to pay ICC as liquidated damages the full amount of the fair market value of such Equipment. In addition to the foregoing, Customer hereby agrees to pay (i) all bank and other charges resulting from a check of Customer being returned for insufficient or uncollectible funds, (ii) all of ICC's costs of collection from Customer, (iii) a late charge of 1-2/3% per month of any delinquent amount, and (iv) any difference between (a) the actual rental provided herein for the term of the Agreement and (b) the rental that would have been charged by ICC had the rental payments been calculated on the basis of a term that commenced on the date of this Agreement and ended on the date of the Customer's default.
- 20. GENERAL:** ICC shall not be responsible for failure to fulfill its obligations under this Agreement due to causes or circumstances beyond its control. In the event of any liability for ICC, such liability shall be limited solely to the rental charge of the Equipment. ICC shall not be liable for any consequential damages in the event of a default by ICC. Customer agrees that it may not and shall not offset against sums due to ICC for any existing or future claims that Customer may assert against ICC. This Agreement constitutes the entire Agreement and understanding between the parties and may not be altered, modified, or amended except in writing as signed by an authorized official to ICC.

This Agreement shall be governed by and construed under the laws of the State of Illinois.

Sign: \_\_\_\_\_ Printed Name: JUAN D. SALINAS III Date: \_\_\_\_\_

Contract #: MG 74220 Company: HIDALGO COUNTY ELECTIONS HIDALGO COUNTY JUDGE

# ICCRents Optional Equipment Damage & Theft Waiver

ICC Enterprises Corp - 2025 Glen Ellyn Road - Glendale Heights - Illinois - 60139 - FEIN - 36-299-5167

Company: Hidalgo County Elections  
Dates Valid: 2/4/2008-3/12/2008

Contact: Mike Ramirez Kanto  
Contract#: 74220

This document serves as extra protection in the event that any equipment belonging to ICCRents is accidentally damaged or stolen while being rented. If I adhere to the terms in conditions below I, the customer, will not be liable for the repair or replacement of rented equipment should accidental damage or theft occur. The following are the terms and conditions of this agreement:

### In the event of a theft of any rented equipment:

1. The client will file a police report within 24-hours of the theft.
2. The client will supply a copy of the police report to ICC within 24-hours of the theft.
3. Negligence to the occurrence of a theft will not be accepted as reason for not filing a police report within 24-hours.
4. Thefts reported after return of equipment to ICC will render this agreement null and void.
5. The client is responsible for monitoring and securing the equipment throughout the rental.

### In the event of damage to any rented equipment:

1. The client will report, in writing, the damage incurred on equipment to ICCRents within 24-hours of incurring the damage.

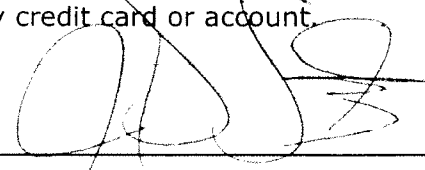
### This document shall become void for any one of the following reasons:

1. The above mentioned terms are not followed within the 24-hour time frame.
2. Damage/Loss to the equipment is found to be done intentionally.
3. Damage is due to the opening of any internal parts by anyone other than an ICCRents technician.
4. Damage/Loss is due to shipping.
5. Damage/Loss is due to movement of equipment without prior written authorization from ICC.
6. Government Officials destroy or take the equipment.
7. Equipment is used for reasons other than the intended.
8. If there is any breach in the terms and conditions of the original Rental Contract between ICC and the client.
9. Damage or theft is reported to ICC after the completion of the rental term.
10. If the client is not present during the delivery or pick-up of equipment.

**Rental Sub-Total Amount - \$5,500.00**

**Damage Equipment and Theft Waiver Amount (10% of subtotal)- \$550.00**

My signature on this document signifies that I agree to all of the terms and amounts of this waiver. My signature allows ICCRents to add 10% of the subtotal of my equipment rental to my finalized order. By not following the terms of this waiver, I give ICCRents the authorization to charge my credit card or account for the damage and/or loss of their equipment. I understand this damage/theft waiver is optional. Any other fees incurred by ICCRents for repairing or replacing equipment that has not been properly taken care of and does not meet the terms of this waiver shall also be charged to my credit card or account.

Accepted By X  COUNTY JUDGE

Date X \_\_\_\_\_

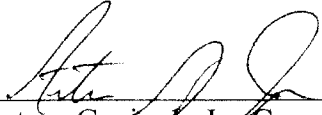
**ICC RENTS  
ICC ENTERPRISES, INCORPORATED**

Hidalgo County ELECTIONS DEPARTMENT

*LAPTOPS RENTAL AGREEMENT  
Approved in CC on January 14, 2008*

ATTEST:

HIDALGO COUNTY CLERK  
100 NORTH CLOSNER  
EDINBURG, TEXAS 78539

  
\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**Requisition  
HIDALGO COUNTY JAIL**

Req # 00125958

PO #

Date: 01/28/08

Bill To: x  
x

*Rec.*

**Vendor:** 210196  
SOUND POWERED COMMUNICATIONS CORP.  
335 ROBBINS AVE  
TRENTON NJ 08638  
FAX (609)883-1181

**Ship To:** HIDALGO COUNTY JAIL  
701 EL CIBOLO RD  
EDINBURG Tx 78539

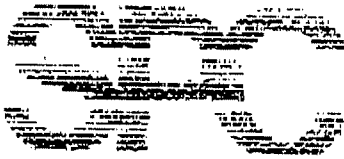
**Contact:** RICHARD OZUNA  
956-393-6023

**Contract No:**

**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5	EACH	HANDSET ARMORED CABLE, TAMPER RESISTANT CLAMP RINGS SPT-525AR	132.00	660.00
15	EACH	TRANSMITTER/RECEIVER ELEMENT FOR SPT-525 AR HANDSETS TRU-105	35.00	525.00
		Account No _____	Encumbrance	
		8-1100-423-21-280-002-0-672	1,185.00	
			Freight	.00
			Total	1,185.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



*Elenz*

**Sound Powered Communications Corporation**

335 Robbins Avenue  
P.O. Box 5569  
Trenton, New Jersey 08638

Telephone  
809 883-1180

To: Juan Tapia  
Fax: 956-393-6021  
Hidalgo County

*RA. Reg. 12,5958*

Sound Powered Communications is the sole manufacturer of the Visitphone System 500  
visitation phone pair.  
Please contact us at 800-431-0033 if you have any questions regarding our product.

Date Entered: 1/28/08

Requisition #: 12958

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

P.O. # \_\_\_\_\_

**HIDALGO COUNTY SHERIFF'S OFFICE**  
**DETENTION REQUISITION**

*Marty Salazar*

DATE: 01/24/08  
REQUESTED BY: RICHARD OZUNA - ADMINISTRATION LIEUTENANT  
BUDGET: 8-1100-423-21-280-002-0  
OBJECT NUMBER: 672 - REPAIR & MAINTENANCE SUPPLIES - EQUIPMENT(OTHER THAN VEHICLES)  
CURRENT BALANCE: \$50,000.00  
EXPENDITURE AMOUNT: \$1,185.00  
NEW BALANCE: \$48,815.00  
PURPOSE FOR EXPENDITURE: FOR JAIL VISITATION ROOM

LINE #	ITEM & DESCRIPTION	ITEM #	QTY	UOM	UNIT PRICE	AMOUNT
1	HANDSET ARMORED CABLE, TAMPER RESISTANT CLAMP RINGS	SPT-525AR	5	EACH	\$132.00	\$660.00
2	TRANSMITTER/RECEIVER ELEMEN. FOR SPT-525AR HANDSETS	TRU-105	15	EACH	\$35.00	\$525.00

SHIPPING: (N/A) \$0.00  
GRAND TOTAL: \$1,185.00

ESIMATED DELIVERY DATE: 2 week after P.O. is received  
INTERNAL NOTES: SOLE VENDOR

Awarded Vendor : VISITPHONE 1.800.431.0033  
335 ROBBINS AVE. CONTACT PERSON: BOB SMITH  
TRENTON, N.J., 08638 \$1,185.00

AUTHORIZED BY: \_\_\_\_\_  
DIVISION COMMANDER

APPROVED BY *RO*  
ADMINISTRATIVE LIEUTENANT

REVIEWED BY: \_\_\_\_\_  
PROCUREMENT SPECIALIST

APPROVED BY *AM*  
CHIEF DEPUTY

**POSTED**

## Warranty

**Sound Powered Communications Corp.**, the manufacturer, guarantees that the VisitPhone System 500, as shipped from its factory in Trenton, N.J., is free from defects in material and workmanship and undertakes to replace or repair (at its sole option), free of charge, for a period of one year from the date of sale, any part which proves to be defective, not including defects which arise through abuse or normal wear and tear.

Additionally, SPCC guarantees the transmitter/ receiver elements in its visitation handsets for a period of five years from the date of sale provided that such elements are returned to us pre-paid and that there is no evidence of tampering.

Elements are not in any manner user serviceable and any evidence that the user, or anyone else, has removed the dust cover from the back of the element, or damaged the front of the element shall constitute tampering.

[DESCRIPTIONS](#) | [SPECIFICATIONS](#) | [INSTALLATION](#) | [WARRANTY](#) | [SYSTEM LOCATIONS](#) | [HOME](#)

[CONTACT US](#)

313 6022 Richard Bzuna - CEO

**Requisition  
HIDALGO COUNTY JAIL**

Req # 00125958

PO #

Date: 01/28/08

*Sole for jail*

Bill To: x  
x

**Vendor :** 210196  
SOUND POWERED COMMUNICATIONS CORP.  
335 ROBBINS AVE  
TRENTON NJ 08638  
FAX (609)883-1181

**Ship To:** HIDALGO COUNTY JAIL  
701 EL CIBOLO RD  
EDINBURG Tx 78539

**Contact:** RICHARD OZUNA  
956-393-6023

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5	EACH	HANDSET ARMORED CABLE, TAMPER RESISTANT CLAMP RINGS SPT-525AR	132.00	660.00
15	EACH	TRANSMITTER/RECEIVER ELEMENT FOR SPT-525 AR HANDSETS TRU-105	35.00	525.00
		Account No _____	<u>Encumbrance</u>	
		8-1100-423-21-280-002-0-672	1,185.00	
			Freight	.00
			Total	1,185.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		<i>Visitation Room Phones</i>		

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



# HIDALGO COUNTY SHERIFF'S OFFICE

## SHERIFF GUADALUPE "LUPE" TREVIÑO

FAX COVER SHEET  
FAX: (956) 393-6027  
OFFICE: (956) 393-6023

INFORMATION TRANSMITTED  
IS FROM THE  
ADULT DETENTION CENTER  
BUDGET OFFICER

FAX #: 292-7612

SENT TO: ELENA

FROM: VIRGINIA RODRIGUEZ, BUDGET OFFICER

DATE: 2/6/2008

NUMBER OF PAGES INCLUDING COVER SHEET: 3

MESSAGE: ELENA, THIS IS FOR REQ#125958  
VENDOR VISIT PHONE

*THANKS*

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPY OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS REFERENCED BELOW VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

**VisitPhone** A Unit of Sound Powered Communications

335 Robbins Ave., P.O. Box 5569, Trenton NJ 08638  
Website: [www.visitphone.com](http://www.visitphone.com) E-mail: [service@visitphone.com](mailto:service@visitphone.com)  
Phone: 800-431-0033 FAX 609-893-1181

**FROM: Bob Smith**

**TO: Richard**

**AT: Hidalgo County**

**FAX: 956-393-6021**

**Date: 01/23/2009**

**Per your request, please be advised that this company is the sole manufacturer of the VisitPhone System 500 visitation telephone system and that we are the only authorized source capable of repairing it. It is our practice to sell direct to correctional institutions and not through distribution.**

## VisitPhone A Unit of Sound Powered Communications

335 Robbins Ave., P.O. Box 5569, Trenton NJ 08638  
 Website: [www.visitphone.com](http://www.visitphone.com) E-mail: [service@visitphone.com](mailto:service@visitphone.com)  
 Phone: 800-431-0033 FAX 609-883-1181

FROM: Bob Smith  
 TO: Richard  
 AT: Hidalgo County  
 FAX: 956-393-6021  
 DATE: 1/22/2008

### VISITPHONE PRICE SHEET

MODEL NO.	DESCRIPTION	LIST	NET
SYS-500	System 500 Visitation Phone Pair, Complete	490.00	405.00
SYS-500-LB	System 500 less Backboxes	460.00	380.00
SYS-500-SH	Separate Hanger Option, add to cost	20.00	16.00
SYS-500-RH	Removable Handset Option, add to cost	45.00	37.00
SYS-500-VC	Volume Control Option, add to cost	70.00	57.00
SYS-500-RM	Remote Monitoring Option, add to cost	48.00	36.00
PART NO	COMPONENTS		
SPT-525AR	Handset, armored cable, tamper resistant clamp rings	156.00	132.00
SPT-525AR-PLG	Removable handset for use on prisoner side, must be used with WP-400-RH wallplate	185.00	155.00
CD-500	Monitoring device, permits remote listening, recording	45.00	36.00
WP-400	Two-gang wallplate for prisoner side, includes handset hanger, twist prevention bracket for armored cable, lanyard bracket, terminal block	30.00	24.00
WP-400-RH	Two-gang wallplate for prisoner side, with jack, used only with SPT-525AR-RH handset, includes handset hanger, terminal block	45.00	38.00
WP-500	Two-gang wallplate for visitor side, includes handset hanger, twist prevention bracket for armored cable, lanyard bracket, dual amplifiers and terminal block	128.00	116.00
BB-1	Cast aluminum backbox with interior mounting holes	21.00	18.00
CC-1	Three-conductor cable for connecting stations through the wall. has outer jacket stripped back at each end and tinned for installation. For longer lengths add to basic price /ft.	8.50 .80	7.50 .68
TRU-105	Transmitter/Receiver element for SPT-525AR handsets	36.00	35.00
AR-500	SPT-525AR handset complete except for transmitter/receiver elements	88.00	73.50
AR-502	Armored cable assembly	30.00	25.00
4129-500	Receiver cover for handset	8.50	6.00
5320-500	Cup type transmitter cover for handset	8.50	6.00
5321-500AR	Clamp ring for handset	9.00	6.75
HEX 0-50	.050" hex wrench for clamp rings	1.70	1.50
HEX 1-50	1/8" hex wrench for wallplate screws	1.70	1.50
HEX 5-64	5/64" hex wrench for armored cable retaining bracket	1.70	1.50
HH-1	Metal handset hanger with mounting bracket	21.00	18.00

1. Price a second station on the visitor side as follows: List add \$210.00, Net add \$172.00.
  2. Removable handset can only be supplied for the wallplate without the amplifier board. If the removable handset is required for the visitor side of the wall plate stations can be reversed.
  3. Any armored cable length other than the standard 32" will add \$10.00 per handset.
- Note: Systems with non standard lengths of armored cable are non-returnable

---Welcome to Sound Powered! Choose an option below---

**VisitPhone**

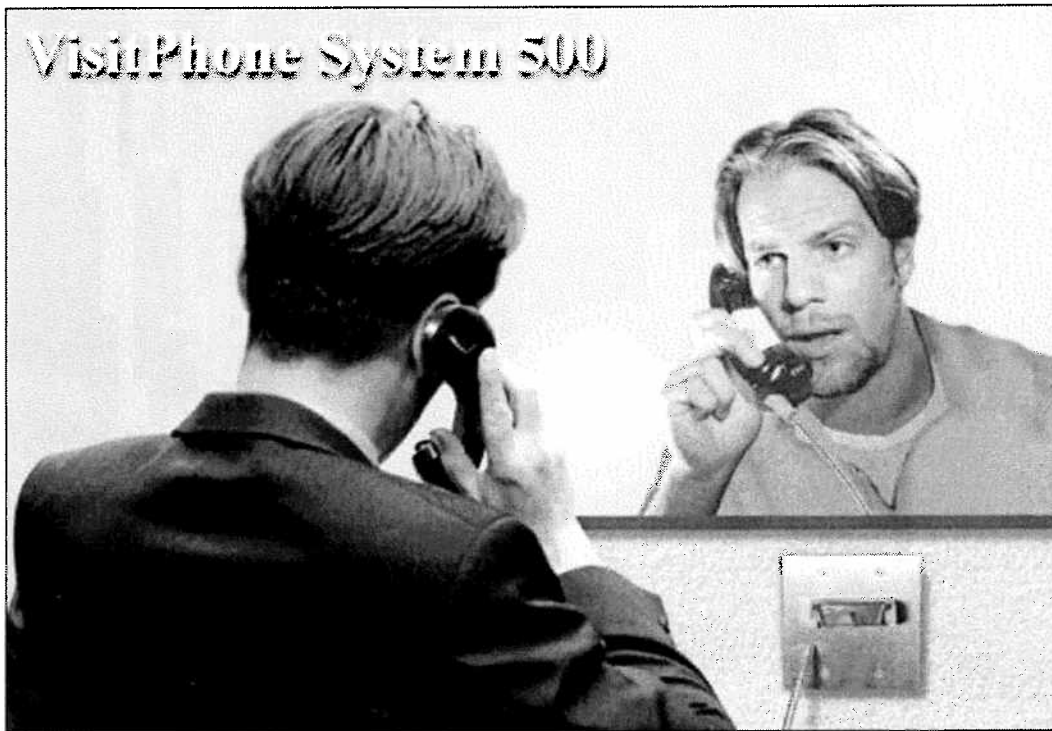
**visitation telephones for corrections**

**Sound Powered Communications**

**sound powered telephones for industry**

**Sound Powered Communications (SPC)** manufactures sound powered telephones for general industry and, under the name VisitPhone, visitation telephones for the corrections market. SPC's sound powered telephones are found in industrial plants throughout the country and its System 500 visitation phone system in over 500 correctional facilities in the U.S. and Canada. Choose a link above to view catalogs of our various products. For additional information, technical assistance or sales please call us at **800-431-0033** or e-mail us at **[service@soundpower.com](mailto:service@soundpower.com)**.

© 1998 Sound Powered Communications Corporation, Trenton, NJ.



## DIRECT THROUGH-THE-WALL VISITATION PHONE PAIR

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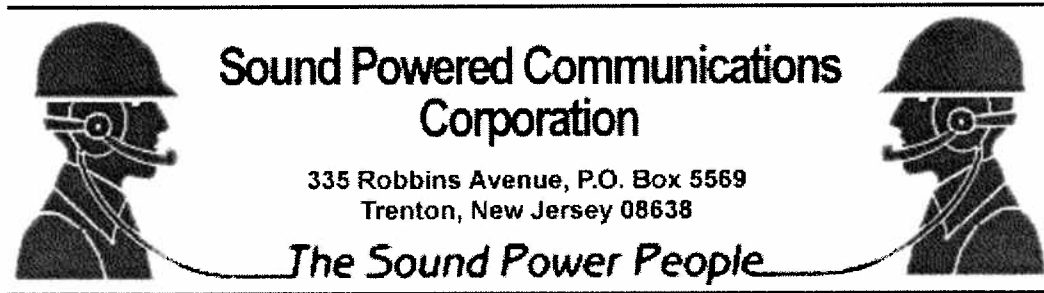
- Hearing aid compatible. Optionally available with ADA mandated volume control.
  - Direct through-the-wall installation. No long conduit runs.
  - No remote power supplies or circuit card modules.
  - No hum, line interference, or cross talk.
  - Installation & maintenance without specialized knowledge.
  - Available with nickel chrome plated hanger mounted on wall box or optionally with the hanger rigged for separate mounting.
- 

**Other features:** Five year warranty on transmitter and receiver elements •Anti-tamper screws on stainless steel two-gang wallplate •Two-gang, cast aluminum, surface-mount backbox provided, also fits existing recessed two-gang box •3/2" Spiral-wound stainless steel armored cable with internal strain relief •Anti-tamper transmitter/receiver clamp rings

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[DESCRIPTIONS](#) | [SPECIFICATIONS](#) | [INSTALLATION](#) | [WARRANTY](#) | [SYSTEM LOCATIONS](#) | [HOME](#)

**[CONTACT US](#)**



TO PRINT, CHOOSE "PRINT" FROM THE "FILE" MENU.

---

**WHAT THEY ARE & HOW THEY WORK** - Sound powered telephones, handsets or headsets, contain electro-mechanical transducers that convert voice directly into electrical energy. This signal is sent down to a two-wire line and converted back into voice at the other end. The phones require no batteries, amplifiers or power supplies, emit no electro-magnetic or radio-frequency interference, present the user with no shock hazard and yet are capable of transmitting clear voice communications over distances up to five miles.

---

**SOUND POWERED TELEPHONES**, either headsets, handsets, or a combination of the two, can be used in many applications including concrete pumping, crane operations, assembly work on complex systems such as airframes, in-plant maintenance, wire pulling by electricians, sports spotter systems, rescue operations of many types, communications underground such as in train and subway tunnels and in tanks, production line balancing and many others. In short, sound powered telephones are useful in any situation where two or more people must communicate who cannot hear or cannot see each other, when clear, reliable communications are imperative.

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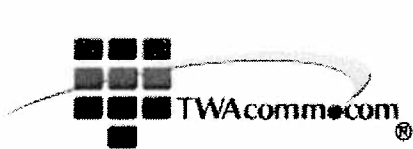
**COMPARED TO** conventional amplified systems, hardwired and wireless, sound powered telephones are less costly, both to buy and maintain. They are simple to hook up and use. They are not affected by heat, cold or humidity, surrounding concrete or steel structures, as is frequently the case with wireless systems, and are not subject to instant obsolescence. They require little or no maintenance, are simple to repair when they do, and they are always there, on and ready to go.

---

**HOW TO OPERATE SOUND POWERED TELEPHONES** - It's simple! Just hook them together and talk. Do not ground the connecting cables. If you run wires close to powerful electro-magnetic fields use shielded cables. Wire phones together in parallel, not series, and most importantly, because the phones are voice powered and the output of a phone is directly proportional to the input from your voice, speak directly into the microphone.

---

[INTRODUCTION](#) | [HEADSETS & HANDSETS](#) | [INTERCOMS & ACCESSORIES](#) | [DIAGRAMS](#) | [HOME](#)



*- sell merchandise only  
- NO Install*

Home > Catalog > Paging Equipment > Intercom > SSP-350-X | Phone Systems

## Product Description

### Cecco Prison Visitation Phone

(Model # SSP-350-X)



[Detail Box](#) [Product Brochure \(pdf\)](#)

**Note:** Picture may not represent the actual product. We at TWAcmm.com are continuously working on improving our website and reserve the right to change specifications and availability without prior notice.

Vandal resistant communications system for prison visitation areas. Each unit consists of a small stainless steel panel mounted on a double gang box with a chrome handset cradle, 29" armored cord handset and network (talk battery or power supply is not included). One unit is required for each side of the glass.

#### Features:

- Stainless steel construction
- Flush mount design
- Chrome cradle
- Armored cord handset
- Hearing aid compatible
- Tamper proof security screws
- Requires 350-250 power supply interface (sold separately / supports 1 pair)
- Requires 350-255 power supply (sold separately / supports up to 6 pair)

**\$159.97**  
**ON SALE NOW!**

Regular Price: \$169.97  
You Save: \$10.00 (6%)

**Availability:**  
**Usually ships in 48 hours**

Options

**Manufacturer**  
1 Year Warranty

[Clear All](#)

Qty: 1

[Add Item To Cart](#)

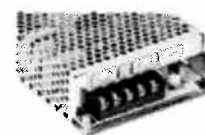
#### Also Suggested



[Ceeco Security Tool for Ceeco Weatherproof Phones](#)  
\$28.00

Model # [301-064](#)

Model # [350-250](#) [Ceeco Prison Visitation Phone Interface](#)  
\$59.14



[Ceeco Power Supply for Prison Visitation Phones up to \(6 pair\)](#)  
\$308.75

Model # [350-255](#)

- Requires 301-064 security tool (sold separately)

#### Similar Products

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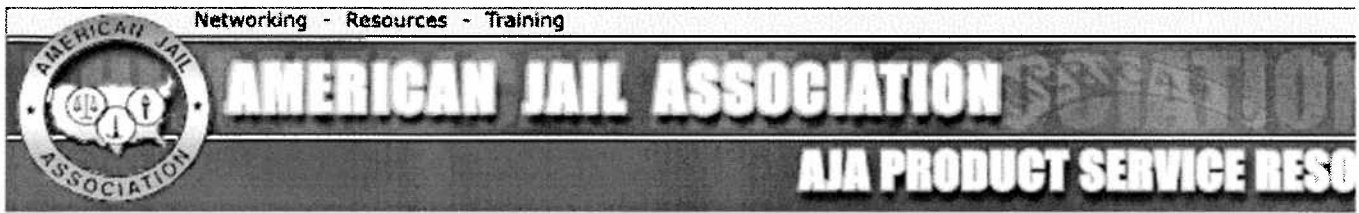
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Search   Exact Phrase  All of the Words State/Province  City or ZIP   Exhibitors Only

**GTL**



**GTL**

**Frances Gutierrez**

**12021 Sunset Hills Road  
Suite 100  
Reston, VA 20190  
Toll-free: 800-489-4500  
Phone: 806 793-2800  
[Fgutierrez@GTL.NET](mailto:Fgutierrez@GTL.NET)  
[Forward to a Friend](#)  
<http://www.gtl.net>**

GTL is highly experienced in serving the needs of the Corrections Market and has operated both public and inmate phones for 25 years. GTL has provided inmate calling services and solutions for over 300 major customers nationwide. These customers more then 1,600 correctional facilities and more than 75,000 inmate telephone stations. As the originator of the Collect Only calling service in the early 1980's we are the most experienced provider of inmate services in the industry today. GTL has used our experience to design its own inmate system. GTL's distinctive Inmate Telephone System products are designed for use in any facility whether the inmate population is 15 or 5000. Customers can use the standard system or explore a new world of investigative services with optional and exclusive system features. Our comprehensive solution provides a true single vendor solution with one single responsibility and accountability. With our team of experienced professionals we will provide a premier solution that combines experience, knowledge, technology, and quality services required to support inmate telephone systems nationwide. For additional information please contact us at 1-800 489-4500 or e-mail us at [sales@gtl.net](mailto:sales@gtl.net).

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Networking - Resources - Training



# AMERICAN JAIL ASSOCIATION

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**VisitPhone - Sound Powered Communications**  
 ( 335 Robbins Ave Trenton, NJ 08638-0569 )  
 ...System 500 or approved equal. The visitation phone system shall comprise a fully self-contained ...  
<http://www.visitphone.com/specifications/specifica>



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# Requisition

Req # 00125426

PO #

Date: 01/18/08

Bill To: x  
x

Vendor: 219541  
ELECTION SYSTEMS & SOFTWARE, INC.  
6055 PAYSHERE CIRCLE  
CHICAGO IL 60674

Ship To: ELECTIONS  
101 S. 10TH AVENUE  
EDINBURG TX 78539

Contact: PATTY ZAPATA  
956-318-2570

Contract No:

Special Instructions:  
REQ# 32

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	DEMOCRATIC PARTY BALLOTS LAYOUT.	4,200.00	4,200.00
1	EACH	CODING	3,761.00	3,761.00
1	EACH	VOICE FILES	3,374.00	3,374.00
1	EACH	PRINTING	27,688.00	27,688.00
		Account No	Encumbrance	
		8-1100-414-00-130-001-0-336	11,335.00	
		8-1100-414-00-130-001-0-550	27,688.00	
			Freight	.00
			Total	39,023.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

*2/18/08*  
*0-05-004-05-24* called Patty about; Patty will be on  
under 2/13/08

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

*2/13/08* Patty no longer with Election  
*2/13/08* Jerry will start taking care of Election

# Requisition

Req # 00125423

PO #

Date: 01/18/08

Bill To: x  
x

Vendor: 219541  
ELECTION SYSTEMS & SOFTWARE, INC.  
6055 PAYSPHERE CIRCLE  
CHICAGO IL 60674

Ship To: ELECTIONS  
101 S. 10TH AVENUE  
EDINBURG TX 78539

Contact: PATTY ZAPATA  
956-318-2570

Contract No:

Special Instructions:  
REQ# 31

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	REPUBLICAN BALLOT PROGRAMMING CODING.	3,365.00	3,365.00
1	EACH	VOICE FILES	2,624.00	2,624.00
		<u>Account No</u>	<u>Encumbrance</u>	
		8-1100-414-00-130-001-0-336	5,989.00	
			Freight	.00
			Total	5,989.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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

CO 324105

elena

---

**From:** Patti Zapata [patti.zapata@co.hidalgo.tx.us]  
**Sent:** Thursday, January 31, 2008 9:12 AM  
**To:** elena.gomez@co.hidalgo.tx.us  
**Subject:** FW: ESTIMATE

---

**From:** Teresa Navarro [mailto:teresa.navarro@co.hidalgo.tx.us]  
**Sent:** Thursday, January 17, 2008 2:48 PM  
**To:** patty.zapata@co.hidalgo.tx.us  
**Subject:** FW: ESTIMATE

Reg. 125426 + 125423

---

**From:** Moody, Chris [mailto:cdmoody@essvote.com]  
**Sent:** Thursday, January 17, 2008 2:31 PM  
**To:** Teresa Navarro  
**Cc:** Austrew, Zachary  
**Subject:** RE: ESTIMATE

Teresa,

Below is a rough estimate. I don't see it changing much though. The only thing not included is: ballot freight.

This is just an estimate though and can't be used for final invoicing.

Republican Party  
Ballot Layout \$0  
Coding \$3,365  
Voice Files \$2,624  
Printing \$0  
Total \$5,989

Democratic Party  
Ballot Layout \$4,200  
Coding \$3,761  
Voice Files \$3,374  
Printing \$27,688  
Total \$39,023

Please call me if you have any questions Teresa. Sorry I couldn't get to this sooner.

---

**From:** Teresa Navarro [mailto:teresa.navarro@co.hidalgo.tx.us]  
**Sent:** Thursday, January 17, 2008 10:49 AM  
**To:** Moody, Chris  
**Subject:** ESTIMATE

Chris,

so need an estimate on the following: ASAP please

1/31/2008

Democratic Ballots & Programming

Republican Programming

Please.

## ***Teresa R. Navarro***

*Hidalgo County Elections Administrator*

*101 S. 10th Avenue, 78539*

*PO Box 659, 78540*

*Edinburg, Texas*

*(956) 318-2570*

*(956) 318-2569, (fax)*

*[teresa.navarro@co.hidalgo.tx.us](mailto:teresa.navarro@co.hidalgo.tx.us)*

### **Register & Vote!**

**Visit our website at: [www.co.hidalgo.tx.us/elections](http://www.co.hidalgo.tx.us/elections)**

### **Poll Worker Training Website:**

<http://www.sos.state.tx.us/elections/onlinepollworker.shtml>

### **County Chair's Bookkeeping Guide website:**

<http://www.sos.state.tx.us/elections/forms/2008bkg.pdf>

### **Forms website:**

<http://www.sos.state.tx.us/elections/forms/index.shtml>

### **County Chair website:**

<http://www.sos.state.tx.us/elections/laws/cchairlaws.shtml>

**FAQ's for County Chairs:** [http://www.sos.state.tx.us/elections/laws/faqs\\_cchair.shtml](http://www.sos.state.tx.us/elections/laws/faqs_cchair.shtml)

### **Candidates guide to primary election questions:**

<http://www.sos.state.tx.us/elections/candidates/guide/index.shtml>

### **Tax Exempt Form:**

<http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf>

### **Texas Election Code:**

<http://tlo2.tlc.state.tx.us/statutes/el.toc.htm>

### **Texas Administrative Code:**

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.viewtac?tac\\_view=4&ti=1&pt=4&ch=81](http://info.sos.state.tx.us/pls/pub/readtac$ext.viewtac?tac_view=4&ti=1&pt=4&ch=81)

No virus found in this outgoing message.

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Version: 7.5.516 / Virus Database: 269.19.6/1229 - Release Date: 1/17/2008 11:12 AM

*Term of Contract is till Dec 2008*

578-34 Election and Voter Equipment and Supplies, Electronic

71626 - ELECTION SYSTEMS & SOFTWARE INC.

Listed below are the prices of the listed Certified Voting Units (definition, accumulation software, accumulation hardware, voting d printer, accessible voting device, and any other essential voting components). Only those system components certified by SOS are ac Consumables do not have to be SOS certified. Purchase consumables your procurement regulations.

BRAND NAME, MODEL NO.	PURCH (1)
01 ES&S, MODEL 100 v.5.0.0.0. (Includes Scanner, Ballot Box with Diverter, Start-up Kit, and PCMCIA Card) Model #76102B	\$ 4,7
02 Internal Model (Landline), Model #75106	\$ 2
03 Softsided Transfer/Carrying Case, Model #90282	\$
04 Security Lids, Model #75239	\$
05 PCMCIA Card, Model #31000-00	\$
06 IDA Box, Model #30830-00	\$ 8
07 Omni Drive	\$ 6
01 AutoMARK Voter Assist Terminal v.1.0.121 (Includes Terminal, Table, Ink Cartridge and Flashcard), Model 87000	\$ 5,4
01 ES&S, MODEL 650 v. 1.2.0.0 (Includes Scanner Table, start-up Kit, and Dust Cover), Model #50650	\$64,5
02 Ballot Boxes, Model #PS-BB1	\$ 1
03 Ballot Joggers, Model #PS-JOGG	\$ 5
04 Secrecy Sleeves (Cardboard), Model #PS-CBS	\$
UNITY SOFTWARE v. 2.4.2, v.2.4.3	
01 Unity AutoMARK Information Management Software (AIMS), v.1.0.2,	\$ 2,5
02 Unity Election Reporting Manager (ERM), v.6.4.3.0	\$ 8,0

03	Unity Election Data Manager (EDM), v.7.2.1.0	\$12,5
04	Unity Ballot Image Manager (BIM), V.7.2.0.0	\$10,0
05	Unity Data Acquisition Manager (DAM), V.5.0.3.1	\$ 2,5
06	Unity Hardware Programming Manager (HPM), V.5.0.3.0	\$50,0
07	Unity iVotronic Image Manager, v.1.2.3.0	\$12,5
	ivOTRONIC v.8.0.1.0	
	Votronic v.5.1.9	
01	Voter Terminal (includes Booth, PEB, 128mb Flashcard), Model #90998-BL	\$ 2,5
02	ADA Voter Terminal (includes Booth, PEB, 128mb Flashcard and Headphones), Model #91052-BL	\$ 2,9
03	Supervisor Terminal (includes PEB, Power Supply and Power Cord), Model #91057-B	\$ 2,2
04	Communication Pack (modem w/thermal printer), Model #91119	\$ 9
05	Printer Pack (thermal printer Only), Model #8000	\$ 6
06	Flashcard (128 mb), Model #90128	\$
07	Supervisor PEB, Model #91747	\$
08	Voter PEB, Model #91748	\$
09	PEB Reader, Model #99987	\$ 3
10	Soft-sided Carrying Bags, Model #91623	\$ 1

(Note: Prices for each individual component are either at, or below price. See also comments below regarding trade-in allowances and discounts.)

TRADE-IN ALLOWANCES AND VOLUME DISCOUNTS MAY BE AVAILABLE ON EQUIP PURCHASES. PLEASE CONTACT YOUR ES&S REPRESENTATIVE.

SERVICES:

Implementation Services Rate Per Day (Includes Expenses)	\$ 1,3
--	--------

This includes ES&S AutoMARK training.

- Training
- Election Day Support (1st Election Use)
- Project Management
- Does not include Ballots, Ballot Layout, or Coding Services

Web-Ex Training (Rate Per Course) \$ 4

Election Management Training Conference (Rate Per Person, Per Day) \$ 3

POST WARRANTY MAINTENANCE AND SUPPORT  
EXTENDED WARRANTY PROGRAM (See Pricing Note 2):

Hardware Model 100 \$ 1  
Hardware ES&S AutoMARK \$ 1  
Hardware iVotronic \$

Firmware Model 100 \$  
Firmware ES&S AutoMARK \$  
Firmware iVotronic \$

INSTALLATION (1-49 UNITS)

Installation Model 100 \$  
Installation Model ES&S AutoMARK \$ 1  
Installation Model 650 \$ 7  
Installation iVotronic \$

INSTALLATION (50 OR MORE UNITS)

Installation Model 100 \$  
Installation Model ES&S AutoMARK \$  
Installation Model 650 \$ 7

COMPLETE PREVENTATIVE MAINTENANCE PROGRAM (See Pricing Note 3):

Hardware Model 100 \$ 1  
Hardware ES&S AutoMARK \$ 2  
Hardware Model 650 \$ 2,6  
Hardware iVotronic \$  
Firmware Model 100 \$  
Firmware ES&S AutoMARK \$  
Firmware Model 650 \$ 2  
Firmware iVotronic \$

Software Maintenance Fee - Unity	\$20%
	lice
Software Maintenance Fee - ES&S AutoMARK AIMS	\$20%
	lice

## THIRD PARTY PRODUCTS

Results Accumulation Network	QUOTE
------------------------------	-------

## PRICING NOTES:

1. ONE (1)-YEAR WARRANTY ON ES&S PROPRIETARY EQUIPMENT AND SOFTWARE warranty provides that ES&S will repair any component of our product or software which, while under normal use and service, fails to perform in accordance with its documentation in all material respects, or (b) is defective in material or workmanship.
2. EXTENDED WARRANTY PROGRAM: This is a "Break/Fix" program under which we will repair or replace any component of our proprietary equipment or software which, while under normal use and service, fails to perform in accordance with its documentation in all material respects, or is defective in material or workmanship. The principle elements are:
  - a. Equipment requiring repairs must be sent to a location designated by ES&S.
  - b. Customer is responsible for freight to and from the designated location.
  - c. Repairs as a result of negligent care of the equipment are not covered under this program.
3. COMPLETE PREVENTATIVE MAINTENANCE PROGRAM:
  1. ON-SITE ROUTINE MAINTENANCE SERVICES: Includes cleaning, calibration services.
  2. ON-SITE REMEDIAL MAINTENANCE SERVICES: If a defect or malfunction is found in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable effort to repair the Product to Normal Working Condition as soon as practicable. Remedial Maintenance Extended Warranty provides that ES&S will replace any component of our proprietary equipment or software which, while under normal use and service, (a) fails to perform in accordance with its documentation in all material respects, or (b) is defective in material or workmanship.
4. ORIGINAL AND POST WARRANTY COVERAGE: Complete details concerning Systems & Software warranty coverage is available upon request.

TRAINING - HOURLY PRICE FOR TRAINING (See Sec. 2.14) \$  
 (On-site training subject to 8 hour minimum; includes all expenses)

are available.)

DELIVERY AND INSTALLATION: When requested, vendor must provide in and installation.

1. Additional charge, if any, for Inside Delivery: 0% added to (MAXIMUM).
2. Additional charge, if any, for Inside Delivery & Installed: INSTALLATION CHARGES.

APPENDIX A: PRICING SHEET

PLEASE SEE CISV CATALOG AT THE FOLLOWING WEBSITE:

ES&S SUPPLY STORE

**APPENDIX A - PRICING SHEET: Texas State Pricing - Bid Number 578-N1-1 Electronic Voting System - Purchase**

SUBMITTED BY ELECTION SYSTEMS & SOFTWARE (ES&S)

Product Description	Model No.	Purchase Price Qty 1-49	Discounted Price	Purchase Price Qty 50-100	Discounted Price	Purchase Price Qty 101-200	Discounted Price	Purchase Price Qty 201-300	Discounted Price	Purchase Price Qty 301-400	Discounted Price
<b>Tabulation Hardware (Includes One-Year Warranty)</b>											
<b>Model M100 (Includes Scanner, Ballot Box with Diverter, Start-Up Kit and PCMCIA Card)</b>											
Internal Modem (Landline)	75106	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200
Soft sided Transfer / Carrying Case	90282	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70
Security Lids	75239	\$57	\$57	\$57	\$57	\$57	\$57	\$57	\$57	\$57	\$57
PCMCIA Card	31000-00	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$90
IDA Box	30830-00	\$850	\$850	\$850	\$850	\$850	\$850	\$850	\$850	\$850	\$850
Omni Drive	30832-00	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600
<b>Trade-In Allowances and Large Volume Discounts May Be Available. Please Contact Your ES&amp;S Representative.</b>											
<b>AutoMark Voter Assist Terminal (Includes Terminal, Table, Ink Cartridge and Flashcard)</b>											
Ink Cartridge for Visible Light (M100 & M650)	87002	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Ink Cartridge for Infra-Red (Eagle)	87003	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Flashcard (128mb)	90128	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70
<b>Trade-In Allowances and Large Volume Discounts May Be Available. Please Contact Your ES&amp;S Representative.</b>											
<b>Model M650 (Includes Scanner, Table, Start-Up Kit and Dust Cover)</b>											
Ballot Boxes	PS-BB1	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$128
Ballot Joggers	PS-JOCG	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Secrecy Sleeves (Cardboard)	PS-CBS	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3
<b>Trade-In Allowances and Large Volume Discounts May Be Available. Please Contact Your ES&amp;S Representative.</b>											
<b>IVotronic</b>											
Voter Terminal (includes Booth, PEB, and 128mb Flashcard)	90998-BL	\$2,995	\$2,500	\$2,995	\$2,500	\$2,995	\$2,500	\$2,995	\$2,500	\$2,995	\$2,500
ADA Voter Terminal (includes Booth, PEB, 128mb Flashcard and Headphones)	91052-BL	\$3,495	\$2,995	\$3,495	\$2,995	\$3,495	\$2,995	\$3,495	\$2,995	\$3,495	\$2,995
Supervisor Terminal (includes PEB, Power Supply and Power Cord)	91057-BL	\$2,795	\$2,200	\$2,795	\$2,200	\$2,795	\$2,200	\$2,795	\$2,200	\$2,795	\$2,200
Communication Pack (modem w/ thermal printer)	91119	\$1,200	\$995	\$1,200	\$995	\$1,200	\$995	\$1,200	\$995	\$1,200	\$995
Printer Pack (thermal printer only)	8000	\$800	\$650	\$800	\$650	\$800	\$650	\$800	\$650	\$800	\$650
Flash Card (128mb)	90128	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70
<b>Additional PEB's:</b>											
Supervisor PEB	91747	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75
Voter PEB	91748	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75
PEB Reader	99987	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350
Soft-sided Carrying Bags	91623	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105
<b>Trade-In Allowances and Large Volume Discounts May Be Available. Please Contact Your ES&amp;S Representative.</b>											
<b>Tabulation Software (Includes One-Year Warranty)</b>											
<b>Unity Software</b>											
UNITY ES&S AutoMark Information Management Software (AIMS)	UNITY-AIMS	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
UNITY Election Reporting Manager (ERM)	UNITY-ERM	\$10,000	\$8,000	\$10,000	\$8,000	\$10,000	\$8,000	\$10,000	\$8,000	\$10,000	\$8,000
UNITY Election Data Manager (EDM)	UNITY-EDM	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500
UNITY Ballot On Demand with Required Printer (BOD)	UNITY-BOD	\$9,280	\$9,280	\$9,280	\$9,280	\$9,280	\$9,280	\$9,280	\$9,280	\$9,280	\$9,280

**APPENDIX A - PRICING SHEET: Texas State Pricing - Bid Number 578-N1-1 Electronic Voting System - Purchase**

SUBMITTED BY ELECTION SYSTEMS & SOFTWARE (ES&S)

Product Description	Model No.	Purchase Price Qty 1-49	Discounted Price	Purchase Price Qty 50-100	Discounted Price	Purchase Price Qty 101-200	Discounted Price	Purchase Price Qty 201-300	Discounted Price	Purchase Price Qty 301-400	Discounted Price
<b>Services</b>											
Initial Services Rate Per Day (Does not include Coding, Voice Files or Ballots)		\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300
ES&S AutoMARK Training		\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300
Installation M100		\$90	\$90	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70
Installation M650		\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750
Installation iVoTronic		\$85	\$85	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55
Installation iVoTronic Communication Pack		\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15
Installation ES&S AutoMark		\$105	\$105	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85
<b>Post Warranty Maintenance and Support</b>											
<b>Extended Warranty Program (See Pricing Note 2):</b>											
Hardware Model 100		\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Hardware iVoTronic		\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55
Hardware ES&S AutoMARK		\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145
Firmware Model 100		\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Firmware iVoTronic		\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Firmware ES&S AutoMARK		\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
<b>Complete Preventative Maintenance Program (See Pricing Note 3):</b>											
Hardware Model 100		\$195	\$195	\$195	\$195	\$195	\$195	\$195	\$195	\$195	\$195
Hardware M650		\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600
Hardware iVoTronic		\$95	\$95	\$85	\$85	\$80	\$80	\$75	\$75	\$70	\$70
Hardware ES&S AutoMARK		\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280
Firmware M100		\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Firmware M650		\$295	\$295	\$295	\$295	\$295	\$295	\$295	\$295	\$295	\$295
Firmware iVoTronic		\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Firmware ES&S AutoMARK		\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Software Maintenance Fee - Unity		20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
Software Maintenance Fee - ES&S AutoMARK AIMS		20%	20%	20%	20%	20%	20%	20%	20%	20%	20%

**APPENDIX A - PRICING SHEET: Texas State Pricing - Bid Number 578-N1-1 Electronic Voting System - Purchase**

SUBMITTED BY ELECTION SYSTEMS & SOFTWARE (ES&S)

Product Description	Model No.	Purchase Price Qty 1-49	Discounted Price	Purchase Price Qty 50-100	Discounted Price	Purchase Price Qty 101-200	Discounted Price	Purchase Price Qty 201-300	Discounted Price	Purchase Price Qty 301-400	Discounted Price
<b>Third Party Products</b>											
Results Accumulation Network		Quote	Quote	Quote	Quote	Quote	Quote	Quote	Quote	Quote	Quote

**Discount for large volume purchases:**

1. Trade-in and Large Volume Discounts Available. Please Contact an Election Systems & Software Representative for Quote.

**Pricing Notes:**

- One (1)-year warranty on ES&S proprietary equipment and software.** Such warranty provides that ES&S will repair or replace any component of our proprietary equipment or software which, while under normal use and service, (a) fails to perform in accordance with its documentation in all material respects, or (b) is defective in material or workmanship.
- Extended Warranty Program:** This is a "Break/Fix" program under which ES&S will repair or replace any component of our proprietary equipment or software which, while under normal use and service, (a) fails to perform in accordance with its documentation in all material respects, or (b) is defective in material or workmanship. The principle elements of this program are:
  - Equipment requiring repairs must be sent to a location designated by ES&S.
  - Customer is responsible for freight to and from the designated ES&S repair location.
  - Repairs as a result of negligent care of the equipment are not covered under this program.
- Complete Preventative Maintenance Program:**

**On-Site Routine Maintenance Services:** Includes cleaning, lubrication and calibration services.

**On-Site Remedial Maintenance Services:** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the Product to Normal Working Condition as soon as practicable. The Remedial Maintenance Extended Warranty provides that ES&S will repair or replace any component of our proprietary equipment or software which, while under normal use and service, (a) fails to perform in accordance with its documentation in all material respects, or (b) is defective in material or workmanship.
- Original and Post Warranty Coverage:** Complete details concerning Election Systems & Software warranty coverage is available upon request.

**EXHIBIT A  
BALLOT LAYOUT, CODING, AND VOICE FILE SERVICES**

1. **Services.** The services to be provided by ES&S, a description of such services, and per unit fees are set forth below. Customer acknowledges that ES&S' fees for these services are based on (a) a commitment by Customer to subscribe to such services for a period of at least three (3) years, and (b) the descriptions listed in the table below. A change in the Customer's commitment to a period of less than three (3) years for any reason other than a termination for cause pursuant to Section 5 of this Agreement will result in a change the fees set forth below.

<b>Election Systems &amp; Software Ballot Layout, Coding, Voice File Service Pricing</b>	
<b>Effective for all elections on or after January 1, 2008</b>	
	<b>Per Unit Fee</b>
<b>Paper Ballot Layout</b>	
<b>English and Spanish (combined):</b>	
1 to 500 Faces	\$15.00
501 or more Faces	\$12.50
<b>Languages other than English/Spanish</b>	
1 to 500 Faces, per Language	\$30.00
501 or more Faces, per Language	\$25.00
<b>Base Charge for Ballot On Demand (BOD)</b>	<b>\$422.10</b>
<b>Electronic Screen Layout - AutoMARK and Votronic</b>	
<b>English and Spanish (combined):</b>	
Per Ballot Style, or precinct, whichever is greater	Included
<b>Languages other than English/Spanish</b>	
Per Ballot Style, or precinct, whichever is greater	Included
<b>Programming Services</b>	
<b>Base Charge per Equipment Type</b>	<b>\$371.88</b>
<b>Base Charge for ERM file set-up</b>	<b>\$371.88</b>
<b>Ballot types</b> (open primary or multiple-page ballots)	<b>\$53.13</b>
<b>Precincts</b> (every precinct in the election)	<b>\$5.31</b>
<b>Ballot faces</b> (every unique face in the election)	<b>\$10.63</b>
<b>Contests / Issues</b> (total number of contests, referenda, questions / propositions in the election)	<b>\$12.75</b>
<b>Candidate / Responses</b> (total number of candidates &/or responses, including referenda and all write-ins for each contest/issue)	<b>\$5.31</b>
<b>Headers</b> (Central Tabulators)	<b>\$1.49</b>
<b>Re-Coding Fees</b>	<b>\$371.88 + applicable fee for each changed element</b>
<b>Voice Files per Votronic and AutoMARK Equipment Type</b>	
Language Setup Charge - English	\$256.50
Language Setup Charge - Spanish	\$256.50
Language Setup Charge - All Other languages	\$387.00 per language

<b>Election Systems &amp; Software Ballot Layout, Coding, Voice File Service Pricing</b>	
<b>Effective for all elections on or after January 1, 2008</b>	
Political Parties	\$5.22
Ballot Faces	\$10.53
Contests / Issues	\$10.53
Candidates / Yes-No Responses	\$7.29
Propositions / Amendments / Instructions	\$15.48
Price per word in excess of 1200 total words (Instructions / Propositions / Amendments)	\$0.27
Resubmission	\$256.50 for English & Spanish and \$387.00 (for each additional language), plus the applicable fee for each element changed for each language
<b>Other Services (Standard Overnight Delivery Charges Will Apply and Will Be Billed Separately)</b>	
Media burn (Flash / PCMCIA Cards, Mem Packs, PEBs, and Jump Drives)	\$10.00
Electronic transfer files (one charge per county, per election)	\$125.00
SOS Media	\$50.00

**Note 1:** Any applicable state and local taxes are not included, and are the responsibility of Customer.

**Note 2:** Payment terms are 100% of invoice total due within 30 calendar days of invoice date.

**[END OF EXHIBIT A]**

**EXHIBIT B  
BALLOT PRINTING SERVICES**

Description	Price per Ballot
<b>14" and 17" Ballots:</b>	
Base ballot charge	\$0.25
Backside of ballot	\$0.03
Stub and / or numbering	\$0.03
Folding	\$0.02
Scoring	\$0.02
Packaging	\$0.01
Color requirements – defined as a color bar on the ballot. Other designs or methods quoted separately.	\$0.02
<b>Per Ballot Fee Subtotal</b>	<b>\$TBD</b>
Additional charges for special requests, including watermarking, unique packaging requirements and expedited delivery requirements.	<b>\$TBD</b>
<b>Per Ballot Fee Total</b>	<b>\$TBD</b>
<b>Prices are exclusive of freight, which will be billed separately.</b>	
<b>19" ballots are quoted separately.</b>	

**Note 1:** 100% of payment for Ballot Printing services due within thirty (30) calendar days from issuance of invoice.

**Note 2:** The above pricing assumes the use of ES&S partner printers. The use of a Customer requested printer may result in a change in the fees outlined above.

**Note 3:** Unexpected and material changes in costs such as paper may result in changes to the fees reflected above.

**ELECTION SYSTEMS & SOFTWARE, INC.  
ELECTION SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date").

**BETWEEN:** Election Systems & Software, Inc., a Delaware corporation ("ES&S");

**AND:** Hidalgo County, Texas ("Customer")

**RECITALS:**

- A. Customer has agreed to purchase certain election-related services from ES&S for use in Hidalgo County, Texas. The terms and conditions under which such services shall be provided are set forth in the **GENERAL TERMS** attached hereto.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

  X   **Exhibit A** (Ballot Layout, Coding, and Voice-File Services)

  X   **Exhibit B** (Ballot Printing Services)

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- Represents and warrants to the other party that as of its signature date indicated below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

**ELECTION SYSTEMS & SOFTWARE, INC.**

11208 John Galt Boulevard  
Omaha, NE 68137  
Fax No.: (402) 970-1291

**HIDALGO COUNTY, TEXAS**

Attn: Teresa Navarro  
2802 South U.S. Hwy 281  
Edinburg, TX 78539-6243  
Fax No.: (956) 316-2569

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## GENERAL TERMS AND CONDITIONS

1. **Consideration.** The consideration to be paid by Customer to ES&S for the services provided hereunder is set forth on the accompanying Exhibits.

2. **Limitation of Liability.** Neither party will be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. ES&S' total liability to Customer arising out of or relating to this Agreement will not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S shall be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for the selection of, use of and results obtained from any services not provided by ES&S.

3. **Excusable Nonperformance.** Except for a delay or failure in the payment of money, if either party is delayed or prevented from performing its obligations under this Agreement due to any cause beyond its reasonable control, including natural disaster, fire, flood, unusually severe weather, terrorism, insurrection, war, Acts of God, labor disputes and governmental regulations, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Exclusive Service Provider.** Customer hereby agrees to purchase the products and services set forth on Exhibits A and B attached hereto from ES&S for the Term of this Agreement at the pricing set forth on each applicable Exhibit. Customer's agreement to purchase all of such products and services from ES&S for the entire Term entitles Customer to receive the preferred pricing for each product or service as provided herein. In the event that Customer terminates its purchase commitment for one or more of the products and services set forth on Exhibits A and B prior to expiration of the Term of this Agreement for any reason other than for cause pursuant to Section 5 of this Agreement, or purchases any such products or services from a provider other than ES&S during the Term, or fails to pay for such products or services provided by ES&S pursuant to the payment terms in Exhibit A and B, during the Term, Customer shall no longer be entitled to receive the pricing set forth on Exhibits A and B, as applicable, and shall pay ES&S its then current rates for such product and services.

5. **Term; Termination.** This Agreement shall be in effect for a three year period beginning on the date of the first covered election, which the parties agree shall be January 2008 (the "Term"). This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

6. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign any of its rights hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld.

7. **Entire Agreement.** This Agreement, including all Exhibits hereto (all of which are incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party.

8. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when delivered personally, sent by confirmed fax, sent by commercial overnight courier (with written verification of receipt) or sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties.

9. **Disputes.**

**Remedies for Past Due Payments.** If any payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid.

**Dispute Resolution Process.** Time is of the essence in resolving disputes. The initiating party shall notify the responding party of any dispute, including all relevant information (e.g., the nature of the dispute, dates, times, persons involved). The responding party shall respond to the notification within five (5) business days. Thereafter, the parties shall use their good faith efforts to resolve the dispute within a reasonable period of time. Notwithstanding anything in this Section 9 to the contrary, either party may apply to any court having jurisdiction over the subject matter of the dispute for a temporary restraining order, preliminary injunction, or other appropriate legal remedy at any time.

10. **Other.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. ES&S is providing its services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S will not be responsible for (a) user errors, (b) voter errors or (c) problems encountered by any individual in voting. ES&S may engage subcontractors to provide certain of the services, but shall remain fully responsible for such performance. The provisions of Sections 1-6, and this Section 10 shall survive the termination of this Agreement, to the extent applicable.

**[END OF GENERAL TERMS]**

# FAX



## DEPARTMENT of ELECTIONS & VOTER REGISTRATION

HIDALGO COUNTY

TERESA R. NAVARRO  
ELECTIONS ADMINISTRATOR

101 SOUTH 10<sup>th</sup> Ave. / P.O. BOX 659 EDINBURG, TEXAS 78539 (956-318-2570) FAX: 956-318-2569  
956-393-2039

\*\*\*\*\*FOR IMMEDIATE ATTENTION\*\*\*\*\*

NAME: Priscilla

FAX: 292-7612

FROM: Patty

DATE: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

PAGES: \_\_\_\_\_ ( INCLUDING THIS PAGE )

COMMENTS: If you have question, don't hesitate to call. THANK YOU.



### CHOOSE TO VOTE



**CONFIDENTIAL**

THE INFORMATION IS INTENDED SOLELY FOR THE USE OF THE RECIPIENT NAME IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR. PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE TO ARRANGE FOR THE RETURN OF THE ORIGINAL DOCUMENTS TO US. YOU ARE HEREBY NOTIFIED THAT ANY DESCLOSURE, COPING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENT OF THIS FACSIMILE INFORMATION IS STRICTLY PROHIBIT.

HIDALGO COUNTY

## Matilde Faz

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**From:** Moody, Chris [cdmoody@essvote.com]  
**Sent:** Friday, February 08, 2008 2:07 PM  
**To:** Matilde Faz  
**Subject:** RE: ESTIMATE

Maty,

The agreement that you sent me goes into affect when it is signed and sent back to our finance department. The due date to get that pricing was to have that agreement back in our legal departments hands, signed, by January 31st.

What you will want to explain to Teresa is that if Hidalgo County goes into that agreement with ES&S, they are saying that they will use ES&S for Layout/Coding/Voice files and printing for the next 3 years. Teresa's crew has done some of their own coding and I believe she intends to do in future elections as well. If that's the case, this agreement is terminated. In other words, Counties who have purchased the programming software usually don't sign these agreements unless they are wanting ES&S to do their programming.

Please check with Teresa on this and have her call me if I need to clarify anything for you.

Thanks,

cdm

-----Original Message-----

**From:** Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]  
**Sent:** Friday, February 08, 2008 1:44 PM  
**To:** Moody, Chris  
**Subject:** RE: ESTIMATE

Mr. Chris Moody,

In reference to an estimate provided to Mrs. Teresa Navarro Hidalgo County Elections Administrator for Democratic Ballots & Programming Republican Programming Prices don't match according to Exhibit A and B attached Please, review and let me know ASAP., if you have any questions, please don't hesitate to call me. Thank you in advance.

Best regards,

Matilde (Maty) Faz  
Hidalgo County  
Purchasing Dept.  
Purchase Order Administrator  
2802 South Closner  
Edinburg, TX 78539  
956-318-2626 x 4854  
956-318-2629 Fax  
matilde.faz@co.hidalgo.tx.us