

Requisition

Req # 00152351

PO #

Date: 04/01/09

Bill To: x
 x

Vendor : 357952
 SMARTSOURCE COMPUTER & AV RENTALS
 265 OSER AVENUE
 HAUPPAUGE NY 11788

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

Contact: TERRY TRUJILLO
 956-318-2570

Contract No:

Special Instructions:
REQ # 46

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
20.00	EACH	DO NOT DUPLICATE ORDER PC LAPTOPS DELL D610 INTEL MOBILE 213 GHZ LAPTOP RAM 2GB HD 80G CD DVD/RW PERIPHERALS 10/100 ETHERNET INSTALLED / 56K MDM PERIPHERALS WIRELESS G ETHERNET USB SCROLL MOUSE PERIPHERALS A/C ADAPTER WITH POWER CORD, CASE NOTE: ALL LAPTOPS MUST HAVE 4 USB PORTS EACH	110.00	2,200.00
20.00	EACH	SOFTWARE: PRE-LOAD CLIENT IMAGE IF NEEDED @ 10.00 EACH SOFTWARE PRE-LOAD CLIENT IMAGE IF NEEDED	10.00	200.00
1.00	BULK	DAMAGE AND THEFT WAIVER	240.00	240.00
		Account No _____	<u>Encumbrance</u>	
		9-1100-414-00-130-001-0-442	2,640.00	
			Freight	.00
			Total	2,640.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



ICCRents, a division of SmartSource

2025 Glen Ellyn Rd, Glendale Heights, IL 60139

Phone: 630.588.0200 Fax: 630.622.0370

www.iccrents.com

Important Information!

ICCRents is a division of SmartSource Rentals. Any charges to a credit card will come from SmartSource Rentals. Please sign T & C page 2.

Today's Date: 4/2/2009

Date Rented: Wednesday, April 08, 2009

Due Back: Friday, May 08, 2009

Shipping or Delivery Information:

Fed Ex 3 day

ICC Confirmation Number:

MG90687

BILLING INFORMATION:

Company: HIDALGO COUNTY ELECTIONS
 Address: 100 N. CLOSNER BLVD, EDINBURG TX
 Contact: MIKE RAMIREZ KANTO
 Phone: (956) 292-7702 Ext: _____
 Fax: (956) 318-2570
 Email: mike.kanto@co.hidalgo.tx.us;terry.brujillo
 OrdBy/PO: MIKE RAMIREZ KANTO

SHIPPING INFORMATION:

Ship To: HIDALGO COUNTY ELECTIONS
 Address: 100 N. CLOSNER BLVD,
 City: EDINBURG TX
 Show/Bth: _____
 Show/Bth: _____
 Contact: MIKE RAMIREZ KANTO
 Phone: (956) 292-7702 Ext.: _____
 Contact2: _____
 Phone2: _____

METHOD OF PAYMENT:

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

DELIVERY VIA:

Del By: FEDEX S/O Set-Up:
 FX/UPS#: CLIENTS ACCOUNT #
 Hold For: _____
 Insure: _____ C.O.D.: _____
 Pick-Up: CLIENT TO SHIP BACK

QTY	CATEGORY	MODEL/PROCESSOR	RAM	HD	CD	UNIT PRICE	AMOUNT
20	PC LAPTOPS	DELL D610 INTEL MOBILE 2.13 GHZ LAPTOP	2GB	80G	DVDRW	110.00	2200.00
20	PERIPHERALS	10/100 ETHERNET INSTALLED/56K MDM				Included	Included
20	PERIPHERALS	WIRELESS G ETHERNET, USB SCROLL MOUSE				Included	Included
20	PERIPHERALS	A/C ADAPTER WITH POWERCORD, CASE				Included	Included
	NOTES	ALL LAPTOPS MUST HAVE 4 USB PORTS EACH					
20	SOFTWARE	PRE-LOAD CLIENT IMAGE IF NEEDED				10.00	200.00
1	PERIPHERALS	DAMAGE AND THEFT WAIVER				240.00	240.00

SubTotal: \$2,640.00 Del: \$0.00 Ship: \$0.00 Union: \$0.00 Tax: \$0.00 Total: \$2,640.00

Notes: _____

Q/S: _____

Software: _____

All Credit Card Charges will show up on your statement as "SmartSource Rentals"

An Automatic Extension of this rental will be processed if equipment is not returned by: **5/8/2009**

*2 days grace will only be granted upon return of monthly contract. Shipping time built into rental periods that are less than one month in term Page 1 of 2

ICC Computer Rental Confirmation

Terry

From: Rosenthal, Maria [mrosenthal@smartsourcerentals.com]
Sent: Thursday, April 02, 2009 10:51 AM
To: terry.trujillo@co.hidalgo.tx.us
Subject: ICC Computer Rental Confirmation
Attachments: ICC order confirmation.pdf, Damage waiver.pdf

Thank you very much for placing this order with SmartSource Rentals. Please note, to fulfill your order simply follow the steps outlined below:

2 Steps to complete your attached order:

- 1) **ORDER CONFIRMATION:** Please sign and fax or email back the order confirmation attached.
- 2) **OPTIONAL INSURANCE:** If you so choose, please sign and fax or email back the **OPTIONAL** damage waiver attached. This is extra insurance on your rental. If you sign this document, 10% will be calculated and added to the subtotal of your contract.

Important Information regarding your attached order:

- **ORDER ACCURACY:** Always double check the billing, delivery, and equipment details of your order.
- **CANCELLATION:** Unless otherwise agreed upon in writing, SmartSource will charge the full amount for orders cancelled within 24-hours of shipment.
- **EXTENSIONS:** An automatic extension of this rental will be processed if the equipment is not returned by the "Date Due Back"
- **SUPPORT:** SmartSource provides 24x7 support. Please call the number on your contract for support during your rental.

Please call SmartSource for your nationwide rental needs. Thank you for your business!

Thank you,

Maria Rosenthal
Account Executive
P 630.588.0200 F 630.622.0370
www.smartsourcerentals.com

ICC Rents is now a division of SmartSource Rentals

Anaheim · Atlanta · Boston · Chicago · Dallas · Eugene · Ft. Lauderdale · Las Vegas · Long Island · Los Angeles
New York · Orlando · Philadelphia · Phoenix · Portland · San Diego · San Francisco · Seattle · Washington, DC

****Please note:** ICCRents is now a division of **SmartSource Rentals**. If you are paying by credit card, all charges on your credit card statement will appear from SmartSource Rentals. Take advantage of ICCRents' extended inventory and 21 full service locations.**

04/02/2009

Cont #: 90687

ICCRents, a Division of SmartSource Rentals- Terms and Conditions - Rental Agreement - Customer is bound by the terms and conditions of this agreement, customer signature is not required.

- 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 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 indemnity 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 by 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, imperability 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. All credit card charges will come from SmartSource Rentals as ICC is a division of SmartSource.
- 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. DEFAULTS:** 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 3/4% 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: _____

Contract #: MFG 90687

Company: HIDALGO COUNTY ELECTIONS

Page 2 of 2

SSR Optional Equipment Damage & Theft Waiver

SmartSource Rentals - 2025 Glen Ellyn Road - Glendale Heights - Illinois - 60139 - FEIN - 36-299-5167

Company: Hidalgo County Elections

Contact: Mike Ramirez Kanto

Dates Valid: 4/8/2009-5/8/2009

Contract#: 90687

This document serves as extra protection in the event that any equipment belonging to SSR 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 SSR within 24-hours of the theft.
3. Negligence to the occurrence of a theft will not be accepted as reason for not filling a police report within 24-hours.
4. Thefts reported after return of equipment to SSR 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 SSR 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 SSR technician.
4. Damage/Loss is due to shipping.
5. Damage/Loss is due to movement of equipment without prior written authorization from SSR.
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 SSR and the client.
9. Damage or theft is reported to SSR 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 - \$2,400.00

Damage Equipment and Theft Waiver Amount (10% of subtotal)- \$240.00

My signature on this document signifies that I agree to all of the terms and amounts of this waiver. My signature allows SSR to add 10% of the subtotal of my equipment rental to my finalized order. By not following the terms of this waiver, I give SSR 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 SSR 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 _____

Date X _____

FAX



Yvonne Ramón
Elections Administrator

101 South 10th Avenue
Edinburg, Texas 78539
956-318-2570
956-318-2569
www.hqoco.net/elections

**Hidalgo County
Elections
Department**

To: Mati Faz From: [Signature]

Fax: 292-7612 Pages: 5

Phone: _____ Date: _____

Re: ICC Laptops cc: _____

• Comments: If you have any questions
Please call.

Thank You.

Urgent For Review Please Comment Please Reply Please Recycle