

requisition

Req # 00298203

PO #

Date: 05/06/16

Bill To: X  
X

Asset No's Requested by: Queta

Vendor: 255742  
CUMMINS-ALLISON CORP.  
891 FEEHANVILLE DRIVE  
MT. PROSPECT IL 60056

Ship To: COUNTY CLERK  
100 N. CLOSNER, 1ST FL  
EDINBURG TX 78539

Contact: PTORRES  
956-318-2100

Contract No:

Special Instructions:

END ASSET #'S & CC APPROVAL AI-

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Asset # 68677		
..00	EACH	OM 406-9102-00, JETSCAN 4062 ES COUNTERFEIT MACHINE	1,725.00	1,725.00
..00	EACH	OM 122-0421-01, IMPACT PRINTER (PTR CITIZEN, IDP3550, BLACK)	375.00	375.00
		Asset # 68678		
..00	EACH	OM 406-0173-01, ADAPTER	27.00	27.00
..00	EACH	OM 750-0657-01, CABLE	40.00	40.00
..00	YEAR	OM (PMIA) PREVENTATIVE MAINTENANCE INSPECTION AGREEMENT FOR 4062ES JETSCAN CURRENCY SCANNER	199.00	199.00
..00	EACH	EX FREIGHT	35.00	35.00
		Account No	Encumbrance	
		6-1100-415-40-180-001-0-430	199.00	
		6-1100-415-40-180-001-0-610	102.00	
		6-1100-415-40-180-001-0-660	375.00	
		6-1100-415-40-180-001-0-751	1,725.00	
			Freight	.00
			Total	2,401.00

2,202

**REVIEWED**  
By Juan Alvarado at 1:50 pm, Jun 06, 2016

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



SOE

891 Feehanville Dr. ♦ Mt. Prospect, IL 60056
Phone: 847.299.9550 ♦ Fax: 847.299.3199
Note: Terms page must be initialed & returned with signed order.

298 203

CA Order No. Reference No.
Customer No. Date 4/10/2016

100-001

Ship To ID: \*
HIDALGO COUNTY CLERKS OFFICE

Bill To #:
HIDALGO COUNTY CLERKS OFFICE

ST. Zip

St. Zip

Attn:
Phone:

Attn:
Phone:
Fax:

Factory Order Field Sale Ship To: Branch Cust Special
Ship Method Ship Condition: P/P Add (PPA) N/C Services: Liftgate Req'd (no dock) Appointment Req'd None
Tax Exempt # National Acct Govt. Cust. Invoicing Option: Detail Summary GSA No. NAICS
Sell Branch # Sales Rep 1 # Sales Rep 2 # Service Branch No.
Install Br # Sales Rep 3 # Sales Rep 4 # Finder Fee #
O.R. Br # Sales Rep 5 # Sales Rep 6 # Amount

Table with 8 columns: Part Number, Description, Serial #, Quantity, Requested Ship Date, List Price, Net Price, Contract Y. Rows include 406-9102-00 4062ES, 122-0421-01 IMPACT PRINTER, 406-0173-01 ADAPTER, 750-0657-01 CABLE, and pmia.

Summary table with columns: CTD1-CTD6, Notes, Sub-Total, Freight, Tax, Down Payment, Total. Total amount: \$2,401.00. Note: Unless specified otherwise, Freight and Tax are Additional.

Credit Card Info Card #:
Expiration MM/YY: Security Code: Card Owner:

All orders are subject to acceptance by the Home Office. No agreement to change or modify any of the terms, conditions or prices set forth in this order shall be valid or binding unless such agreement be in writing and signed by an Executive Officer of Cummins Allison Corp. Payment to be made by Check, Draft or Money Order payable to the order of Cummins-Allison Corp. This sale subject to the terms and conditions appearing on page 2.

Terms: 10 Days, Late charge of 1.5% per Month. Freight FOB Mt. Prospect.

Date: 4/10/2016 Purchaser's Name: HIDALGO COUNTY CLERKS OFFICE
Sales Rep Signature by Title:

Terms

Contract # if Issued:

[ ]

Reference No.

[ ]

Pulled from Sheet 2

1. SALE OF EQUIPMENT

Cummins-Allison Corp. ("Seller") shall sell to BUYER the equipment (the "Equipment") described on the cover sheet of this form, F.O.B. SELLER's location. The sale of the Equipment includes a limited license to use any software associated therewith ("Software") on the terms contained herein and in any materials which accompany the Equipment.

2. DELIVERY

Delivery of the Equipment shall be made on or before the date set forth on the face of the cover sheet of this form. Delivery of the Equipment by SELLER to the carrier at the point of shipment shall constitute delivery to BUYER, subject to a security interest of SELLER for the unpaid purchase price. SELLER may withhold delivery if BUYER is in default to SELLER on this or any other order. SELLER shall not be liable for any delay or failure to deliver if the delay or failure is occasioned by fire, embargo, strike, inability to secure materials or any other circumstances beyond the reasonable control of the SELLER which shall hinder SELLER's performance of this Agreement.

3. PAYMENT

Unless otherwise specified on the cover sheet of this order, payment is due in full within ten (10) days after shipment. Any amounts not paid when due shall bear a late charge of 1 1/2% per month from the due date. BUYER shall pay SELLER's attorneys' fees and other costs associated with collecting amounts owed. Any taxes with respect to the purchase price (other than taxes based on SELLER's net income) shall be paid by BUYER.

4. SECURITY INTEREST

BUYER hereby grants to SELLER a purchase money security interest in the Equipment delivered to BUYER pursuant to this sales order to secure payment of the purchase price of the Equipment and BUYER further agrees to sign, at SELLER's request, financing statement and other documents necessary to evidence such security interest.

If the BUYER fails to pay the agreed purchase price in full when due, or if a receiver shall be appointed for the BUYER, or if the BUYER shall make an assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by or against the BUYER, then the SELLER may declare the entire sum remaining unpaid to be immediately due and payable any may enter, with or without legal process and using such force as may be necessary, into or upon the premises where the Equipment, or any part thereof, may be located, and repossess the same, and thereafter hold the same absolutely free from all claims of the BUYER, and retain all payments made by the BUYER as and for the agreed reasonable rental of the Equipment and for the use, wear and tear thereof, or as much thereof as may be permitted by law, and the BUYER for himself and his successors in interest hereby waives all claim and right of action for trespass or damages by reason of such entry, taking possession of and removal, and also waives, so far as is consistent with public policy, the benefits of any statutes that may conflict with the conditions of this order, or with any causes of action hereby given.

5. SOFTWARE LICENSE

SELLER grants to BUYER subject to the terms and conditions contained in this software license, a non-exclusive and non-transferable license (except as provided below) to use the proprietary computer software programs and related materials (Software) which are included by Seller with the Equipment. BUYER shall have the right to use the Software solely for its own internal operation at the location where first placed in operation and only on the Equipment. BUYER may make copies of the Software only for purposes of backup. This Software License is assignable and transferable only in connection with the sale of the Equipment in the ordinary course of BUYER's business to an entity which is not a competitor of SELLER.

6. EQUIPMENT WARRANTY

The Equipment shall conform to the specifications set forth in SELLER's Quotation or published specification sheets. SELLER WARRANTS ALL NEW EQUIPMENT TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE FOR THE SPECIFIED WARRANTY PERIOD. UNLESS STATED OTHERWISE BY SELLER, THE WARRANTY PERIOD FOR PRODUCTS SOLD IN THE U.S. IS ONE (1) YEAR PARTS, NINETY (90) DAYS LABOR FROM THE DATE OF DELIVERY. SELLER'S OBLIGATIONS UNDER THIS WARRANTY ARE LIMITED TO REPAIR OF THE EQUIPMENT AND REPAIR OR REPLACEMENT OF ANY OF ITS PARTS REASONABLY DETERMINED BY SELLER TO BE DEFECTIVE.

However, if the Equipment is located within a SELLER Customer Service area and is covered by a Maintenance Agreement entered into with an authorized SELLER representative at the time of purchase, any material or workmanship found defective will be replaced or repaired at SELLER's option, without charge, at any time during the Maintenance Agreement Period (excluding consumables). This warranty does not cover software, which is covered by a separate warranty.

7. SOFTWARE WARRANTY

SELLER warrants that it has the right to grant a license for use of the Software included in its Equipment. SELLER warrants for a period of ninety (90) days from the date of sale of its Equipment that the Software will substantially conform with the functionality described in the specifications referred to in Section 6. This warranty is void if a Software error or malfunction is caused by modifications of the Software, by equipment not made by SELLER, by incorrect data or procedures used by BUYER's personnel, or if BUYER fails to apply the current release of the Software provided to BUYER. BUYER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY ARE (1) THE CORRECTION OF THE SOFTWARE SO THAT IT PERFORMS AS WARRANTED (CORRECTION MAY INCLUDE THE REPAIR OR REPLACEMENT OF THE SOFTWARE AS PART OF SELLER'S MAINTENANCE) OR (2) IF AFTER REPEATED EFFORTS, SELLER DETERMINES AND NOTIFIES BUYER THAT IT IS UNABLE TO MAKE THE SOFTWARE PERFORM AS WARRANTED, BUYER MAY RETURN THE EQUIPMENT TO SELLER AT BUYER'S EXPENSE AND RECEIVE A REFUND OF THE PURCHASE PRICE, LESS A REASONABLE ALLOWANCE FOR BUYER'S USE.

8. NON CONFORMING EQUIPMENT

BUYER must inspect EQUIPMENT promptly upon receipt. Except as provided by written warranty, Buyer waives any claim based on nonconforming Equipment and/or Software unless such claim is made within Thirty (30) days after BUYER learns of the defect complained of, but in any event within ninety (90) days after delivery by SELLER of the Equipment. All claims of BUYER shall be made in writing by certified mail, return receipt requested, addressed to SELLER at its address set forth herein.

9. DISCLAIMER AND LIMITATION OF LIABILITY

The warranties herein shall be applicable only if the Equipment shall be the property of the original purchaser or user and shall have been properly used, operated and maintained in accordance with the manual or instructions provided with the Equipment and for the purpose for which sold. Normal wear and tear and consumable supplies are not covered by these warranties. These warranties shall not be applicable if the Equipment or any part thereof has been repaired or replaced by the buyer without the Seller's prior written permission or has been subjected to any accident, casualty, misapplication, alteration, abuse or misuse.

The warranties herein shall not apply to Equipment or software sold outside the United States, for which Seller's warranties shall be set forth separately and in accordance with local laws.

No other warranty, either express or implied, and including a warranty of merchantability or fitness for a particular purpose or against infringement, has been or will be made by or on behalf of Seller, or by operation of law with respect to the Equipment and accessories or their installation, use, operation, replacement, or repair whether used alone or with any third party products or software. SELLER SHALL NOT BE LIABLE BY VIRTUE OF THIS WARRANTY, OR OTHERWISE, FOR ANY DAMAGES OR EXPENSES ASSOCIATED WITH ANY THEFT, LOSS, TRANSFER OR MISDISPENSING OF FUNDS OR PROPERTY, LOSS OF DATA, INTERRUPTION OF BUSINESS, LOST PROFIT OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGE RESULTING FROM THE USE OR OPERATION OF THE EQUIPMENT, OR OTHERWISE ARISING UNDER THIS AGREEMENT, WHETHER OR NOT SELLER WAS APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. Seller's liability for damages to Buyer for any cause whatsoever shall not exceed the purchase price for the Equipment on which the claim is based. Irrespective of any statute, the Buyer recognizes that the express warranties set for the herein are the exclusive remedy to which it is entitled and waives all other remedies, statutory or otherwise. Repair or replacement shall be Buyer's sole remedy under these warranties.

10. DEFAULTS AND REMEDIES

If BUYER fails to pay any amount to SELLER when due or fails to perform any other material term of this Agreement and such failure continues unremedied for ten (10) days after receipt of written notice from SELLER, BUYER shall be in default and SELLER may cancel all or any part of this Agreement and exercise any available rights. Upon such cancellation, BUYER shall be liable for all applicable costs, charges, and damages. Including attorney's fees.

11. PATENT, TRADEMARK, AND COPYRIGHT INFRINGEMENT

SELLER shall defend and settle, at its own expense, any claim or suit against BUYER alleging any Equipment or Software sold or licensed by SELLER in the form delivered (but not the use thereof) infringes any U.S. patent, trademark or copyright and pay all damages assessed by final judgment against BUYER due to such infringement, provided, however, that BUYER notifies SELLER promptly in writing of any claims, provides SELLER sole control of the defense, cooperates with SELLER and permits SELLER to replace or modify the Equipment or Software to become noninfringing. SELLER may, at its option, refund the purchase price less a reasonable allowance for BUYER's use. This section states the entire liability of SELLER for infringement by the Equipment or Software.

12. LIMITATIONS OF ACTIONS

No action shall be maintained by BUYER against SELLER unless written notice of any claim alleged to exist is delivered by BUYER to SELLER within thirty (30) days after the event complained of first becomes known to BUYER, and an action is commenced by BUYER within ninety (90) days after such notice. In no event may action for breach be commenced more than one year after the cause of action accrues.

13. ENTIRE AGREEMENT; GOVERNING LAW

This sales order, including the specifications referenced herein and the manual and other materials which accompany the Equipment (collectively, the "Agreement"), is the entire contract between the parties with respect to the subject matter hereof and supercedes all prior agreements and negotiations between them as to the subject matter. This Agreement may be amended only in writing signed by the duly authorized representatives of the parties. All additional or conflicting provisions proposed by BUYER are rejected. If any provisions of this Agreement are determined invalid or unenforceable, the remaining provisions shall remain in effect. This Agreement shall be construed in accordance with the laws of the State of Illinois as a contract made and to be performed in that State.

14. CONFIDENTIALITY

BUYER acknowledges the Equipment, the Software and all related documentation (the "Information") constitutes proprietary and confidential information of SELLER and that the protection of this information is of the highest importance. BUYER agrees to keep the information in strict confidence, to take appropriate steps to ensure that persons authorized to have access to the information shall refrain from any unauthorized reproduction or disclosure of the information and to restrict access to any display of the information to BUYER's personnel who need access or display the information to enable BUYER to use the information as contemplated by this Agreement and who have been advised of and have agreed to treat the information in accordance with BUYER's obligations. BUYER will not lend, sell, give, lease, or otherwise disclose the information or any associated materials derived or developed from the Software without the prior express written approval of SELLER. BUYER will not be liable for disclosure of any information if such information: (a) is rightfully known to BUYER prior to receipt of it from SELLER, or (b) is in or comes into the public domain through no act or omission on the part of BUYER, or (c) is rightfully disclosed to BUYER by a third party with SELLER's approval and without restriction on disclosure. BUYER agrees that the Software and all copies and versions made by BUYER are and shall remain the sole property of SELLER. BUYER agrees to include SELLER's proprietary notice on all copies of the information in whole or in part, and in any form made by the BUYER. The obligations set forth in this Agreement shall survive the termination of this or any other Agreement with SELLER.

15. BUYER shall be responsible for providing electrical power which complies with SELLER's specifications and is protected by a circuit breaker in accordance with applicable local electrical code. Unless otherwise specified, SELLER requires an electrical supply that provides a voltage operating range of 105-130 VAC and a frequency of 50/60 Hz. Three-prong power cords provided by SELLER must be plugged directly into properly grounded three-prong outlets. Electrical power supply conditions contrary to the SELLER's specifications may result in improper operation and / or Equipment damage. SELLER shall not be obligated under any warranty or Preventative Maintenance Agreement for conditions resulting from failure to comply with SELLER's electrical power specifications.

I have read and agree to these Terms

Buyers Initials \_\_\_\_\_

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

Zimbra

rudy.salinas1@co.hidalgo.tx.us

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**RE: Cummins-Allison PMI Agreement**

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**From :** Gregory Cano <CanoG@cumminsallison.com>  
**Subject :** RE: Cummins-Allison PMI Agreement  
**To :** Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

Wed, Oct 14, 2015 11:38 AM

 1 attachment

Good Morning Rudy

The signed order with the cost of the contract included will be sufficient and not require a signature on the PMIA agreement.

Thanks

**Gregory James Cano**  
Senior Account Representative  
956-236-6296



[cumminsallison.com](http://cumminsallison.com)

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**From:** Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]  
**Sent:** Tuesday, October 13, 2015 4:55 PM  
**To:** Cano, Gregory  
**Cc:** Tanya De Lira  
**Subject:** Cummins-Allison PMI Agreement

Greg,

As per our conversation, please confirm that we will not be required to sign or return the Preventative Maintenance Inspection Agreement as long as it is specified on our Purchase Order.

Thank You,

**Rudy Salinas, Purchasing Specialist III**  
Hidalgo County Purchasing Department  
2808 South Business Highway 281  
Edinburg, Texas 78539  
Phone: 956-318-2626 Ext: 4875  
Email: [rudy.salinas1@co.hidalgo.tx.us](mailto:rudy.salinas1@co.hidalgo.tx.us)

RE: Quote - Counterfeit Machine

From: Morgan Cloward  
To: Frisella Torres

Friselle Torres:

We have models that can do most of that. However, we do not have one with a printer.

Does not meet requirements

Morgan Cloward  
Director, Marketing & Sales  
800-658-8788

ABC Office Office Icons | Heavenly Wood | Heavenly Office | Lamination Plus  
General Graphic

ABC Office

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

From: Frisella Torres (mailto:frisella.torres@cc.hidalgo.tx.us)  
Sent: Wednesday, May 04, 2016 2:58 PM  
To: Morgan Cloward  
Subject: Re: Quote - Counterfeit Machine

Good Afternoon,

I was just following up on my previous request for quote for a Counterfeit Machine. Please see below.

Thank you,

Frisella Torres  
Administrative Assistant

Office of Arturo Chajardo, Jr.  
Hidalgo County Clerk  
100 N. Closter  
Edinburg, TX 78549  
956-819-2100, ext. 6192

----- Original Message -----  
From: "Frisella Torres" <frisella.torres@cc.hidalgo.tx.us>  
To: "Morgan Cloward" <mcloward@ccoffice.com>  
Sent: Friday, April 25, 2016 2:56:00 PM  
Subject: Quote - Counterfeit Machine

Good Afternoon,

I was wondering if ABC Office by chance carried a Counterfeit Detector that:

- Sorts
- Counts various nominations
- Has single pocket
- Warranty
- Printer for Counterfeit Machine

Thank you,

Zimbra

priscilla.torres@co.hidalgo.tx.us

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**Re: quote - Counterfeit Machine & Printer**

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**From :** info@accubanker.com

Thu, May 05, 2016 07:55 AM

**Subject :** Re: quote - Counterfeit Machine & Printer**To :** Priscilla Torres

&lt;priscilla.torres@co.hidalgo.tx.us&gt;

*NOT meet requirements*

Hello Priscilla,

→ We do not have a counterfeit detector that does that. We have a money counter that can do that.  
Please let me know if that suits you.

Sincerely,  
Anthony L

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

From: "Priscilla Torres" &lt;priscilla.torres@co.hidalgo.tx.us&gt;

Sent: Wednesday, May 4, 2016 5:12pm

To: "info" &lt;info@accubanker.com&gt;

Subject: Re: quote - Counterfeit Machine &amp; Printer

Good Afternoon,

I was just following up on my previous request for a quote of a Counterfeit Detector/Counter & printer associated with Detector.

Please include any additional shipping fees, etc. that may be included in the delivery of said equipment.

Thank you,

Priscilla Torres  
Administrative Assistant

Office of Arturo Guajardo, Jr.  
Hidalgo County Clerk  
100 N. Closner  
Edinburg, TX 78539  
956-318-2100, ext. 6192

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

From: "Priscilla Torres" <priscilla.torres@co.hidalgo.tx.us>

To: "info" <info@accubanker.com>

Sent: Friday, April 29, 2016 2:51:39 PM

Subject: quote - Counterfeit Machine & Printer

Good Afternoon,

Would Accubanker by chance happen to carry a Counterfeit Machine that :

- Sorts
- Counts various nominations
- has single pocket
- Warranty
- Printer for Counterfeit Machine

Please advise.

Thank you,

Priscilla Torres  
Administrative Assistant

Office of Arturo Guajardo, Jr.  
Hidalgo County Clerk  
100 N. Closner  
Edinburg, TX 78539  
956-318-2100, ext. 6192

Zimbra

priscilla.torres@co.hidalgo.tx.us

Re: Quote - Counterfeit Detector

From : CashCounterMachines <info@cashcountermachines.com>

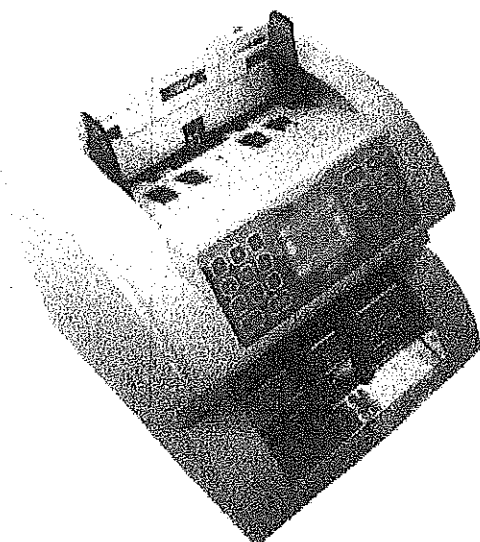
Thu, Apr 14, 2016 12:01 PM

Subject : Re: Quote - Counterfeit Detector

To : Priscilla Torres <priscilla.torres@co.hidalgo.tx.us>

Hello Priscilla,

We recommend the following



### iSniper Mixed Money Counter

0/5

- 
- 
- 
- 
- 

0 review(s)

Price: \$1,621.99

Product ID : iSniper

Manufacturer: SeeTech

Weight: Free Shipping

[Tweet](#)

[E-mail to a friend](#)

[Add Printer](#)

Extended Warranty

Quantity

1

- [Description](#)
- [Product Reviews](#)
- [Products You May Like](#)

**iSniper is an advanced, intelligent single pocket Currency Counter and Discriminator with three counterfeit detection modes. Ultra-Violet (UV), Magnetic (MG) and Infrared (IR). Using Full IR CIS sensors, it can recognize the value and count of U.S. money. The clam shell styled front cover allows for easy access to sensors/rollers for cleaning and removing notes, if necessary.** The iSniper Mixed Money Counter counts and identifies all USD denominations. The machine rejects suspect banknotes and rules out identification errors. The counter stops automatically and the suspect banknote will not be counted. It features 3 counting modes; mixed (counts without presorting), piece (standard piece counting) and mixed sorting (counts one denomination and stops on any other denomination). The iSniper is very tolerant to worn and soiled bills. The hinged design allows for easy access a cleaning, while the large blue backlit LCD display screen makes for an easy read. The money counter is also equipped with a RS232 port and USB port.

Read Receipt: quote - Counterfeit Machine & Printer

The following message was read on Friday, April 29, 2016 4:27pm:

From: priscilla.torres@co.hidalgo.tx.us  
To: info@accubanker.com  
Subject: quote - Counterfeit Machine & Printer  
Sent: Friday, April 29, 2016 3:51pm

