

Requisition

Req # 00378072

PO #

Date: 08/27/18

Bill To:

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:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	DO NOT DUPLICATE ORDER PART #: 406-9205-00 DESCRIPTION: 4065ES JETSCAN COUNTERFEIT MACHINE	1,850.00	1,850.00
1.00	EACH	ITEM #: 122-0431-01, IMPACT PRINTER	375.00	375.00
1.00	EACH	60048 ITEM #: 406-0173-01, ADAPTER	27.50	27.50
1.00	EACH	ITEM #: 750-0657-01, CABLE	41.00	41.00
1.00	EACH	ITEM #: 4065ES, PREVENTATIVE MAINTENANCE INSPECTION (PMI) - SERVICE	340.00	340.00
		<u>Account No</u>	<u>Encumbrance</u>	
		8-1100-415-40-180-001-0-430	340.00	
		8-1100-415-40-180-001-0-610	443.50	
		8-1100-415-40-180-001-0-660	1,850.00	
			Freight	.00
			Total	2,633.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



Preventative Maintenance Inspection Agreement
 This is not an Invoice Terms: Service not rendered until receipt of Payment.

PO Box 338 • 852 Fisherville Dr. Mt. Prospect, IL
 60056 • 647.299.9550

Customer Number	Date entered at Home Office	Reference #
		GC880818015

Machine Location: _____ County: _____

 City: EDINBURG State: TX Zip: 78540
 Contact: _____
 Phone #: _____

Bill To: _____ County HIDALGO

 City: EDINBURG State: TX Zip: 78540
 Attention: _____ NAICS: _____
 Phone: _____ Tax Exempt
 PO # _____ (Certificate Attached)

Mail this Signed Contract to:	
Cummins-Allison Corp.	
For Service Please call:	

Application: Commercial Rural

Billing Frequency: A

Support Type: _____ 1

A, S, T, Q, 2, 3 (Additional charges for other than annual or multi-year)

Line #	Description of Covered Machine/Accessory/ Option	Coverage Code*	Location / Site ID	Part Number	Serial Number	Volume Code	Service Branch	Sales Rep	# Annual Inspections	Base Amt (Annual)	Zone	Zone Amount	Total Annual Amount
1	406SES	8		406-9205-00		3	1688	194	2	340.00	1	0.00	340.00
2													
3													
4													
5													
6													
7													
8													

* Each Coverage Code relates to a specific product coverage as described in Section 4 on pages 2 and 3.

** See section 7 on Page 3.

Adder for Support***: Total Base Amounts: 340.00 X %
 1st Year 340.00 X %
 Line(s) Effective Date: _____ Contract Total 340.00
 Prorate From _____ to _____ Tax Additional

Machine Installation Date: _____ Assigned Contract # _____
 CTD1 _____ CTD4 _____ Contract Effective Date: _____
 CTD2 _____ CTD5 _____
 CTD3 _____ CTD6 _____ Add to Contract - _____

Terms and Conditions (Additional terms and conditions listed on Page 2 and 3)

In consideration of the charges above, payment each year in advance, Cummins Allison, subsequently referred to as C-A, agrees to perform maintenance service and furnish necessary replacement parts, subject to the following terms and conditions, on equipment listed by part number and serial number and location above. If any piece of equipment listed on the contract experiences a regular increase in volume beyond that which was contracted, C-A reserves the right to adjust the annual rate of the contract to the appropriate volume level at the time of renewal.

SECTION 1 - PERIODIC INSPECTION

- On user's premises to inspect, test, clean, lubricate, adjust and perform all other maintenance operations which such inspections and testing shall indicate are required in order to minimize the possibility of break downs and to maintain in proper working order each machine covered by this agreement.
- For the purpose of such inspection each machine listed on this contract must be made available to C-A personnel for the time period required to perform all maintenance functions.

Subscriber acknowledges having read and understood all pages of this agreement. The terms and conditions on page 2 and 3 of this document are part of this agreement.

SECTION 2 - EMERGENCY SERVICE

- This agreement includes emergency service requested by the user and found by the service representative to be necessary to keep the equipment in good operating condition.
- This agreement includes all travel expense except on emergency calls requested by users located more than 50 miles from the local C-A office ("rural" box will be marked with an "X" at top of form), in which case a charge for mileage only portal-to-portal will be made.

 Purchaser's Authorized Signature Date

 Printed Name and Title of Authorized Signer.
 GREGORY CANO

 Cummins Authorized Representative Date
 Please mail signed form to office listed at top of this page.

CODE 12A Coin Wrappers - All parts covered excluding Wrap Rollers, Crimps Hooks, Hopper Belts, Coin Feed and Drive Belts.

Reference No. GC880818015

CODE 12B Coin Wrappers Extended Coverage - All parts covered including Wrap Rollers, Crimps Hooks, Hopper Belts, Coin Feed and Drive Belts.

CODE 12C Coin Wrappers-Very High volume - Over 6000 rolls per day. Parts coverage same as Code 12B.

CODE 12D Coin Wrappers - No parts coverage.

CODE 13 Coin Counters and Coin Dispensers - All parts covered excluding Coin Feed Belts and Hopper Belts.

CODE 14 Casino Coin Scale - Includes Terminal, Remote Keyboard, Center Dump Hopper, Printer. Excludes Load Cell and Ribbons.

CODE 15 Coin Transport System - No parts coverage.

SECTION 5 - DISCLAIMERS AND LIMITATION OF LIABILITY

1. This agreement does not include new attachments, modifications, retrofits, changes in inscription to dies blocks or dies requested by user.
2. This agreement does not include parts or labor necessitated by acts of God, war, fire, water sabotage or accidental damage.
3. This agreement does not include parts or labor necessitated by adverse environments (temperature, humidity, poor or fluctuating electrical power), volumes in excess of the 'volume rate' identified in this agreement, mis-use, abuse, sabotage, damage due to shipping or other casualty loss or damage.
4. Repairs by unauthorized service personnel will void this agreement. If such repairs necessitate service from C-A authorized service personnel, a charge for parts and labor will be issued to the customer.
5. C-A'S SOLE RESPONSIBILITY UNDER THIS AGREEMENT IS FOR SERVICE AS SPECIFIED. IN NO EVENT WILL C-A BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF C-A HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.
6. C-A reserves the right to deny service to equipment that is located in environments which, at the discretion of C-A, would subject C-A service personnel to an unreasonable risk of harm. Equipment to be serviced under this Agreement and located in an unreasonable dangerous environment must be first relocated to a location identified by C-A at the Customer's expense.

TO THE EXTENT ALLOWED BY LAW,

INITIALS
HC: _____
C-A: _____

SECTION 6 - ACCEPTANCE AND RENEWAL

1. This agreement is subject to acceptance by C-A in Mt. Prospect, which will evidence acceptance of this agreement by billing for such service from its office in Mt. Prospect, Illinois. All payments for service rendered under terms of this agreement are to be forwarded to Cummins-Allison Corp., 891 Feehanville Drive, Mt. Prospect, Illinois 60056. *With or without cause upon thirty (30) calendar days written notice to the other party.*
2. This agreement will renew itself automatically each year at the rates in effect at the time of renewal and will continue unless cancelled *by either party 30 days prior to renewal.* Any taxes, now or hereafter imposed upon the furnishing of the service and/or material herein described or upon the control thereof or the receipts therefrom shall be paid for by the owner or user of the equipment.
3. Cancellation Policy: If in the event a contract is cancelled by the customer prior to the expiration date, the prorated (unused) portion of the contract will be refunded to the customer with any services performed during the partial contract period being charged back, less the value of any paid portion of the contract that has not been refunded. Prorated refunds will not be reduced for cancellation of contract on equipment that is replaced with new equipment, provided the new equipment is placed immediately under contract.

INITIALS
HC: _____
C-A: _____

SECTION 7 - SUPPORT TYPE: Hours, Shifts, Volumes

- Support Type Adder Description
- 1 0% Standard: 8AM-5PM, Mon-Fri, Response within 24 Hrs.
 - 2 10% Extra: 7AM-7PM, Mon-Fri, Response within 24 Hrs.
 - 3 20% 6 Days: 8AM-5PM, Mon-Sat, Response within 24 Hrs.
 - 4 30% 7 Days: 8AM-5PM, Mon-Sun, Response within 24 Hrs.
 - 5 50% 24/7: Around the Clock, 7 Days, Response within 24 Hrs.
 - 6 40% 12/7: 7AM-7PM, 7 Days, Response within 24 Hrs.
 - 7 A la Carte After Hours-A la Carte: Service requested beyond Standard Hours-Labor/Travel Invoiced Separately
 - 8 25% 2 Shifts: Machine operated 2-Eight Hour Shifts, Stand. Hours
 - 9 50% 3 Shifts: Machine operated 3-Eight Hours Shifts, Stand. Hours
- Types 8 & 9: After Hours service billed separately with approved Quote.

Section 8 - Power Requirements.

- Voltage Operating Range: 105 - 130 VAC.
- Frequency: 50/60 Hz
- Electrical Supply circuit: A 15 Amp electrical supply properly grounded and protected by a circuit breaker must be provided with this equipment. The three-prong grounded plug supplied with this equipment must be plugged into a properly grounded three-prong outlet. To ensure proper operation of this equipment, a separate circuit serving only this device should be provided.
- It is the customer's responsibility to provide a power line that is grounded and protected by a circuit breaker in accordance with the applicable local electrical code.
- Power disruptions that result in input voltage other than the power requirements as specified in the equipment specifications can lead to improper operation or result in the failure/damage to electrical components. Such power disruptions are not covered under the machine warranty or Preventative Maintenance Agreement. Power conditioning/stabilizing devices are available through Cummins-Allison Corporation.

INITIALS
HC: _____
C-A: _____

- APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas and shall be performable in Hidalgo County, Texas.

I have read and agree to these terms:

Buyers Initials: _____

Date: _____

Line #	Description of Covered Material/Accessory/ Option	Coverage Code*	Location / Site ID	Part Number	Serial Number	Volume Code	Service Branch	Sales Rep	# Annual Inspections	Reference No.			
										Base Amt. (Annual)	Zone	Zone Amount	Total Annual Amount
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Buyers initials: _____

Date: _____

Line #	Description of Covered Machine/Accessory/Option	Coverage Code	Location / Site ID	Part Number	Serial Number	Volume Code	Service Branch	Sales Rep	# Annual Inspections	Reference No.			Total Annual Amount
										Base Amt. (Annual)	Zone	Zone Amount	
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Buyers Initials: _____

Date: _____



SOE

378070

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

CA Order No.	Reference No. GC880818015
Customer No.	Date 8/7/2018

Ship To ID: _____
HIDALGO COUNTY CLERKS OFFICE

Bill To #: _____
HIDALGO COUNTY CLERKS OFFICE

EDINBURG ST. TX Zip 78540

EDINBURG St. TX Zip 78540

Attn: _____
 Phone: _____

Attn: _____
 Phone: _____
 Fax: _____

<input checked="" type="checkbox"/> Factory Order <input type="checkbox"/> Field Sale	Ship To: <input type="checkbox"/> Branch <input type="checkbox"/> Cust <input checked="" type="checkbox"/> Special	County HIDALGO	PO Number
Ship Method UPS GROUND	Ship Condition: <input checked="" type="checkbox"/> P/P Add (PPA) <input type="checkbox"/> N/C <input type="checkbox"/> P/P Absorb (ABS) <input type="checkbox"/> Collect (Col)	Services Needed: <input type="checkbox"/> Liftgate Req'd (no dock) <input type="checkbox"/> Appointment Req'd <input checked="" type="checkbox"/> None <input type="checkbox"/> Inside Delivery <input type="checkbox"/> Spec. Needs (see notes below)	
Tax Exempt <input type="checkbox"/> #	<input type="checkbox"/> National Acct <input type="checkbox"/> Govt. Cust.	Invoicing Option <input checked="" type="checkbox"/> Detail <input type="checkbox"/> Summary	GSA No. NAICS 401
Sell Branch # 1588 Name: SATX	Sales Rep 194 Name: G.CANO	Sales Rep 2 # Name:	Service Branch No. 1688
Install Br # Name:	Sales Rep 3 # Name:	Sales Rep 4 # Name:	Finder Fee #
O.R. Br # Name:	Sales Rep 5 # Name:	Sales Rep 6 # Name:	Amount

Part Number	Description	Serial #	Quantity	Requested Ship Date	CA Direct Price	Discount	Net Price	Contract Y
406-9205-00	4065ES		1	ASAP	1850.00		1850.00	Y
122-0431-01	IMPACT PRINTER		1	ASAP	375.00		375.00	
406-0173-01	ADAPTER		1	ASAP	27.50		27.50	
750-0657-01	CABLE		1	ASAP	41.00		41.00	

CTD1	Notes:	Sub-Total	\$2,293.50
CTD2	PLEASE SHIP TO GREGORY CANO 1015 NORTH TEXAS BLVD STE 20B BOX 305 WESLACO, TX 78596	Freight	35.00
CTD3		Tax	
CTD4		Down Payment	
CTD5		Total	\$2,328.50
CTD6	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: 8/7/2018 Purchaser's Name: HIDALGO COUNTY CLERKS OFFICE
 Sales Rep Signature _____ by _____ Title: _____

Pulled from Sheet 2

1. SALE OF EQUIPMENT

Commune Allison ("CA") shall sell to BUYER the equipment (the "Equipment") described on the cover page of this Agreement F.O.B. CA'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 this form. Delivery of the Equipment by CA to the carrier at the point of shipment shall constitute delivery to BUYER, subject to a security interest of CA for the unpaid purchase price. CA may withhold delivery if BUYER is in default to CA on title or any other order. CA 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 CA which shall hinder CA'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 CA's attorney's fees and other costs associated with collecting amounts owed. Any taxes with respect to the purchase price (other than taxes based on CA's net income) shall be paid by BUYER.

4. SECURITY INTEREST

BUYER hereby grants to CA 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 in sign, at CA'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 CA may declare the entire sum remaining unpaid to be immediately due and payable in any manner, 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 damage, 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

CA grants to BUYER subject to the terms and conditions contained in its 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 CA with the Equipment.

BUYER shall have the right to use the Software solely for its own internet 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 CA.

6. EQUIPMENT WARRANTY

The Equipment shall conform to the specifications set forth in CA's Quotation or published specification sheets. No changes in specifications shall be made without the written consent of CA. CA 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 CA. THE WARRANTY PERIOD FOR EQUIPMENT MANUFACTURED BY CA AND PAPER SHREDDERS IN THE UNITED STATES IS ONE (1) YEAR PARTS, NINETY (90) DAYS LABOR FROM THE DATE OF DELIVERY, AND THE WARRANTY PERIOD FOR ALL OTHER EQUIPMENT NOT MANUFACTURED BY CA IS NINETY (90) DAYS PARTS, NINETY (90) DAYS LABOR FROM THE DATE OF DELIVERY. CA'S OBLIGATIONS UNDER THIS WARRANTY ARE LIMITED TO REPAIR OF THE EQUIPMENT AND REPAIR OR REPLACEMENT OF ANY OF ITS PARTS REASONABLY DETERMINED BY CA TO BE DEFECTIVE.

The parts warranty for repair work is the longer of ninety (90) days or the original parts warranty period. The labor warranty for repair work is the longer of thirty (30) days or the original equipment labor warranty period.

This equipment warranty does not cover software included in Equipment (hereafter, the "Software") or coin slot disk wear, which are covered by separate warranties.

If the Equipment is located within a CA Customer Service area and is covered by a Maintenance Agreement entered into with an authorized CA representative at the time of purchase, any material or workmanship found defective will be replaced or repaired at CA's option, without charge, at any time during the Maintenance Agreement Period (excluding consumables).

7. SOFTWARE WARRANTY

CA warrants that it has the right to grant a license for use of the Software. CA warrants for a period of ninety (90) days from the date of sale of its Equipment that the Software will substantially conform to the functionality described in the specifications referred to in the Equipment Warranty (above). This warranty is void if a Software error or malfunction is caused by modifications of the Software, by unauthorized installation of additional software or software updates in a manner other than allowed by the CA's published policies regarding such installation, by equipment not made by CA, 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. Any violation of these terms may result in time and material charges for CA's personnel to restore the machine to its original working condition.

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 CA'S MAINTENANCE) OR (2) IF AFTER REPEATED EFFORTS, CA DETERMINES AND NOTIFIES BUYER THAT IT IS UNABLE TO MAKE THE SOFTWARE PERFORM AS WARRANTED, BUYER MAY RETURN THE EQUIPMENT TO CA 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 teams of the defect complained of, but in any event within ninety (90) days after delivery by CA of the Equipment. All claims of BUYER shall be made in writing by certified mail, return receipt requested, addressed to CA at its address set forth herein.

8. 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 CA's prior written permission or has been subjected to any accident, casualty, acts of God, misapplication, alteration, abuse, misuse or adverse operating conditions. The warranties herein shall not apply to Equipment or Software sold outside the United States, for which CA'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 CA, 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.

CA 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, WHETHER OR NOT CA WAS APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. CA'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. THE STATED WARRANTIES ARE THE EXCLUSIVE REMEDY TO WHICH BUYER IS ENTITLED. REPAIR OR REPLACEMENT SHALL BE BUYER'S SOLE REMEDY UNDER THESE WARRANTIES.

10. DEFAULTS AND REMEDIES

If BUYER fails to pay any amount to CA 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 CA, BUYER shall be in default and CA 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

CA shall defend and settle, at its own expense, any claim or suit against BUYER alleging any Equipment or Software sold or licensed by CA in the form delivered (but not the use hereof) infringes any U.S. patent, trademark or copyright of a third party ("THIRD PARTY RIGHT"), provided, however, that BUYER notifies CA promptly in writing of any claims and permits CA to conduct and control the defense or settlement of any legal action.

In the event the Equipment of Software is held to infringe a Third Party Right, and further use thereof by BUYER is prevented by a court or other legal authority, or, in CA's opinion the same may be prevented, CA may elect, at its sole option, to do any one (1) of the following which shall constitute BUYER'S sole and exclusive remedy:

acquire a license to such Third Party Rights which authorizes BUYER to continue to use the Equipment or Software;

modify the Equipment or Software alleged or held to infringe so as to make them non-infringing; or

accept return of the Equipment or Software subject to such Third Party Rights and refund the amount paid by BUYER for the Equipment or Software, less a reasonable allowance for the use made thereof prior to such return.

CA's liability to BUYER for infringement of Third Party Rights (excluding CA's attorney fees) shall in no event exceed the amount paid to by BUYER to CA for the Equipment or Software in question. This Part constitutes the entire agreement of the parties concerning intellectual and/or industrial property rights owned by third parties, and the remedy provided to BUYER in this Part shall be BUYER'S sole and exclusive remedy for any alleged infringement of any third party's intellectual and/or industrial property rights.

12. LIMITATIONS OF ACTIONS

No action shall be maintained by BUYER against CA unless written notice of any claim alleged to exist is delivered by BUYER to CA 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 supersedes 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 CA 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 CA. 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 CA, 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 CA'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 CA. BUYER agrees to include CA'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 CA.

15. POWER REQUIREMENTS

BUYER shall be responsible for providing electrical power which complies with CA's specifications and is protected by a circuit breaker in accordance with applicable local electrical code. Electrical power supply conditions contrary to the CA's specifications may result in improper operation and/or Equipment damage for which CA shall bear no responsibility under any warranty or Preventative Maintenance Agreement.

I have read and agree to these Terms

Buyers Initials _____ Date: _____

Page 5 Additional Order Notes:

Reference No.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-410713

Date Filed:
10/03/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cummins Allison
WESLACO, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Clerks Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2018-261
Purchase and Maintenance of 4065ES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cano, Gregory	WESLACO, TX United States	X	

5 Check only if there is NO Interested Party.

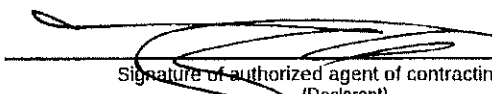
6 UNSWORN DECLARATION

My name is Gregory Cano and my date of birth is 01/31/1972

My address is 2012 W Adelita St, Weslaco, TX, 78386 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of TX, on the 10 day of Oct, 2018
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cummins Allison
WESLACO, TX United States

Certificate Number:
2018-410713

Date Filed:
10/03/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Clerks Office

Date Acknowledged:
10/10/2018

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2018-261
Purchase and Maintenance of 4065ES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cano, Gregory	WESLACO, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Zimbra

tanya.delira@co.hidalgo.tx.us

RE: 378072

From : Cano, Gregory <CanoG@cumminsallison.com>
 Subject : RE: 378072
 To : tanya delira <tanya.delira@co.hidalgo.tx.us>

Wed, Oct 10, 2018 03:30 PM
 1 attachment

As per our conversation no signature is needed as long as a PG is issued.

From: tanya delira [mailto:tanya.delira@co.hidalgo.tx.us]
 Sent: Wednesday, October 10, 2018 3:17 PM
 To: Cano, Gregory
 Subject: Fwd: 378072

Here it goes

From: "tanya delira" <tanya.delira@co.hidalgo.tx.us>
 To: "cano" <cano@cumminsallison.com>
 Sent: Wednesday, October 10, 2018 2:30:20 PM
 Subject: 378072

Mr. Cano,
 Please submit a HB1295 referencing the following "[1]4065ES Jelscan Counterfit Machine for the Hidalgo County Clerk's Office under Requisition 378072" by no later than 10/11/2018 in order to place it thru Commissioners Court.
 Thank you

Tanya De Lira, Contract Specialist II
 Hidalgo County Purchasing Department
 2812 S. Business Hwy 281
 Edinburg Tx. 78539
 office: 956-318-2626 x 4878
 fax: 956-292-7612



img058.jpg
 831 KB

From : tanya delira <tanya.delira@co.hidalgo.tx.us>
 Subject : Fwd: 378072
 To : canog <canog@cumminsallison.com>

Wed, Oct 10, 2018 03:16 PM

Here it goes

From: "tanya delira" <tanya.delira@co.hidalgo.tx.us>
 To: "cano" <cano@cumminsallison.com>
 Sent: Wednesday, October 10, 2018 2:30:20 PM
 Subject: 378072

Mr. Cano,
 Please submit a HB1295 referencing the following "[1]4065ES Jelscan Counterfit Machine for the Hidalgo County Clerk's Office under Requisition 378072" by no later than 10/11/2018 in order to place it thru Commissioners Court.
 Thank you

Tanya De Lira, Contract Specialist II
 Hidalgo County Purchasing Department
 2812 S. Business Hwy 281
 Edinburg Tx. 78539
 office: 956-318-2626 x 4878
 fax: 956-292-7612

From : postmaster@cumminsallison.com
 Subject : Undeliverable: 378072
 To : tanya delira <tanya.delira@co.hidalgo.tx.us>

Wed, Oct 10, 2018 02:30 PM
 1 attachment

Delivery has failed to these recipients or groups:

cano@cumminsallison.com

The email address you entered couldn't be found. Please check the recipient's email address and try to resend the message. If the problem continues, please contact your helpdesk.

Diagnostic information for administrators:

Generating server: Attis.Cumminslocal.com

cano@cumminsallison.com

Remote Server returned '550 5.1.1 RESOLVER.ADR.RecipNotFound; not found'

Original message headers:

Received: from Attis.Cumminslocal.com (10.3.22.61) by Attis.Cumminslocal.com (10.3.22.61) with Microsoft SMTP Server (TLS) id 15.0.1210.3; Wed, 10 Oct 2018 14:30:21 -0500
 Received: from mx0a-0028f201.pphosted.com (148.163.150.29) by Attis.Cumminslocal.com (10.3.22.61) with Microsoft SMTP Server id 15.0.1210.3 via Frontend Transport; Wed, 10 Oct 2018 14:30:21 -0500
 Received: from pps.filterd (m0113201.pops.net [127.0.0.1]) by mx0a-0028f201.pphosted.com (6.16.0.23/8.16.0.23) with SMTP id w9AIR5R015873 for <cano@cumminsallison.com>; Wed, 10 Oct 2018 14:30:22 -0500
 Authentication-Results: ppsops.net; spf=fail smtp.mailfrom=tanya.delira@co.hidalgo.tx.us
 Received: from rhz.hidalgocounty.us (rhz.hidalgocounty.us [136.179.17.193]) by mx0a-0028f201.pphosted.com with ESMTP id 2mxc40yxs-1 (version=TLSv1.2 cipher=ECDHE-RSA-AES256-GCM-SHA384 bits=256 verify=NOT) for <cano@cumminsallison.com>; Wed, 10 Oct 2018 14:30:21 -0500
 Received: from localhost (localhost [127.0.0.1]) by rhz.hidalgocounty.us (Postfix) with ESMTP id 5CA3780390DFB for <cano@cumminsallison.com>; Wed, 10 Oct 2018 12:30:21 -0700 (PDT)
 Received: from rhz.hidalgocounty.us ([127.0.0.1]) by localhost (tex01.zimbrahostedemail.com [127.0.0.1]) (amavisd-new, port 10032) with ESMTP id Hvc_2lES17X for <cano@cumminsallison.com>; Wed, 10 Oct 2018 12:30:20 -0700 (PDT)
 Received: from localhost (localhost [127.0.0.1])

SAM Search Results
List of records matching your search for :

Search Term : "cummins-allison" corp*
Record Status: Active

ENTITY	CUMMINS-ALLISON CORP.	Status: Active
DUNS: 005069760	+4:	CAGE Code: 0JE64 DoDAAC:
Expiration Date: Jan 30, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 852 FEEHANVILLE DR	State/Province: ILLINOIS	
City: MOUNT PROSPECT	Country: UNITED STATES	
ZIP Code: 60056-6002		