

# Requisition

Req # 00386304

PO #

Date: 01/22/19

Bill To:

Vendor : 341126  
 KYOCERA DOCUMENT SOLUTIONS AMERICA, :  
 D/B/A/ NEVILL DOCUMENT SOLUTIONS,  
 LLC  
 2825 STORY RD. WEST  
 IRVING TX 75038

Ship To: COUNTY JUDGE  
 100 E. CANO STREET  
 2ND FLOOR  
 EDINBURG TX 78539

Contact: M. HINOJOSA  
 956-318-2615

Contract No: DIR-TSO-3092

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2.00	MONTH	DO NOT DUPLICATE ORDER OPERATING 36 MONTH LEASE TASKALFA 325CI MODEL DP-7100	107.18	214.36
2.00	MONTH	COPIER STAND SERVICE PLAN \$98.40 INCLUDES: 3,000 B&W COPIES 2,000 COLOR COPIES 0.0068 B/W COPIES OVERAGES 0.039 COLOR COPIES OVERAGES	98.40	196.80
<p style="margin-left: 20px;">Account No _____</p> <p style="margin-left: 20px;">9-1100-429-00-110-075-0-430</p> <p style="margin-left: 20px;">9-1100-429-00-110-075-0-442</p>			<p style="margin-left: 20px;">Encumbrance</p> <p style="margin-left: 20px;">196.80</p> <p style="margin-left: 20px;">214.36</p>	
			Freight	.00
			Total	411.16
REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233				

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



Nevill Document Solutions  
 601 "A" Nolana Avenue  
 McAllen, TX 78504  
 Phone (956) 630-2100  
 Fax (956) 631-1709  
 www.nevillsolutions.com

Tuesday, January 15, 2019

Monica Hinojosa-De Leon  
 Hidalgo County Office of Emergency Management  
 100 East Cano 2nd Floor  
 Edinburg, TX 78539

**CONTRACT #: DIR-TSO-3092**

This program is designed exclusively for you.

**Proposed Solution / Investment**

<u>QTY</u>	<u>Recommended Model</u>	<u>Texas DIR pricing</u>	<u>Nevill Pricing</u>
1	TASKalfa 3252ci	\$2,862.30	\$2,750.00
1	DP-7100	\$686.51	\$594.00
1	Copier Stand	\$215.62	\$50.00
 <u>Nevill Investment</u>			<u>Investment Term</u>
\$107.18			36 month Program
(3,394.00 × 0.031580 = \$107.18)			
\$3,394.00			Cash Option

**Nevill's Platinum Level Service**

Your Nevill Plan is as Follows:  
 \$122.20 per month  
 Includes:  
 6,500 B&W Copies  
 2,000 Color Copies  
 .0068 B/W Copies overages  
 .039 Color Copies overages

Our smart device (NK) maintenance includes all parts and labor including: toner, developer and drums (this program excludes paper and staples). In addition, all preventative maintenance and firmware upgrade calls are made as required by manufacturer's standard. We will provide *Nevill Knowledge* at no additional charge to ensure automated meter reading, monitoring of toner levels, and service alerts for the best level of service.

Nevill agreements can be provided on a per image plan with no base, separate monthly or quarterly agreements, or included as one simple payment with your NFL lease agreement.

On behalf of the entire Nevill staff, we would like to thank you for the opportunity to earn your business. Please contact me if you have any questions or need any additional information at (956) 630-2100.

Joe Martinez  
 Nevill Document Solutions

*Signature – Customer Acknowledgement*



# SALES ORDER

**Your Local Sales Office:**

- Corpus Christi 361.882.6482
- Fort Worth 817.595.2255
- Harlingen 956.412.6482
- Laredo 956.753.7212
- McAllen 956.630.2100

**Corporate Headquarters**  
 2825 Story Road West • Irving • TX 75038  
 469.574.0041 • fax 469.574.0039  
 www.nevillsolutions.com

Sold to: Hidalgo County Office of Emergency Management

Deliver to: SAME

Billing Address 100 East Cano 2nd floor

Address

City, ST, Zip Edinburg, TX 78539

City, ST, Zip

Contact Monica Hinojosa- De Leon

Contact (for service)

PH# 956.318.2615 Fax#

PH# Fax#

Email monica.hinojosa@co.hidalgo.tx.us

Email

Meter Contact Email:

AP Contact:

AP Email:

NEVILL Billing Code

NEVILL Shipping Code

<b>Customer Status</b> <input type="checkbox"/> New <input type="checkbox"/> Existing	<b>Leasing Company</b>	<b>Date of Sale</b>	<b>Customer's PO#</b>	<b>Sales Consultant</b>
<b>Requested Delivery/Method</b>	<b>Terms</b>		<input type="checkbox"/> Cash <input type="checkbox"/> Lease <input type="checkbox"/> Rental	

Quantity	Item number	MA	Product Description	Unit Price	Extended Price
1		KYO	TaskAlfa 3252ci		N/A
1		KYO	Document Processor		
1		KYO	Stand		
1	GSC2OFFICE-001		Kyocera's Scan-to-Cloud		

Kyocera's Scan-to-Cloud feature is included by default. Customers who wish to Opt-out must sign here:

<b>Special instructions / Lease Approval Number</b>	<b>Freight</b>	
	<b>Subtotal</b>	
	<b>Sales Tax</b>	
See reverse side for terms and conditions of sale. Signature below indicates agreement of all terms.	<b>TOTAL DUE</b>	Lease Program

Customer Signature <input checked="" type="checkbox"/>	Title	Date
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V070617

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

Nevill Document Solutions, LLC, herein after referred to as "NDS" and the following named customer, herein after referred to as "Customer", agree for the maintenance of one or more products as described below, according to the terms and conditions on the reverse, which the customer has read in full: \_\_\_\_\_ (Initials)

Customer Name Hidalgo County Office of Emergency Management  
 Business Address 100 East Cano 2nd Floor  
 City Edinburg State TX Zip 78539 Telephone 956.318.2615  
 Customer # \_\_\_\_\_ Key Operator \_\_\_\_\_ Meter Contact Email \_\_\_\_\_ Zone \_\_\_\_\_

COLOR MAINTENANCE COVERAGE:  MDS  COPIER  PRINTER  FAX  SCANNER

(SELECT SERVICE BELOW)

- Nevill Full Service** coverage includes labor, parts, drums & supplies (excludes paper & staples).
- Nevill Standard Service** coverage includes labor & parts only (excludes drum, fuser, image unit, staples, toner & transfer belts).

**COLOR MAINTENANCE PLAN: (SELECT ONE)**

- Annual Agreement \*** : rate \$ \_\_\_\_\_ per year. Coverage is for one year from contract Beginning Date.
- Annual Time or Usage Contract \*** : rate \$ \_\_\_\_\_ per year. Coverage is for one year from contract Beginning Date or \_\_\_\_\_ prints, whichever occurs first.
- Annual Contract with a Rate \*** of \$ Included \_\_\_\_\_ per month / quarter. Coverage includes 2,000 allowable color prints and 3,000 black & white prints per month / quarter with overages invoiced monthly / quarterly at \$ .039 per color print and .0068 per black & white print.  
 Single sheet scans invoiced in arrears at the rate of \$ .002 per print. (\*all pricing does not include tax & pricing based on 8.5x11 paper)

Contract # \_\_\_\_\_ Beginning Meter \_\_\_\_\_ Beginning Date \_\_\_\_\_

Equipment Make, Model & Description	Serial Number	Equipment ID #
TA 3252ci	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

special instructions: No charge for scans.

**Customer Acceptance**  **Maintenance Agreement Declined** Signature: \_\_\_\_\_  
 This Contract, consisting of the terms & conditions appearing above and on the reverse side, is hereby approved, accepted and executed by the respective parties hereto on the date set forth adjacent to their signatures. By: \_\_\_\_\_  
 Signature: X \_\_\_\_\_ title: \_\_\_\_\_ date: \_\_\_\_\_

**Nevill Acceptance**  
 This Contract has no force or effect unless executed by a Service Manager, Service Administrator, or an Officer of the Company.  
 Authorized by: \_\_\_\_\_  
 Signature: \_\_\_\_\_ title: \_\_\_\_\_ date: \_\_\_\_\_



Lease with Maintenance Agreement # \_\_\_\_\_

EQUIPMENT		
Equipment MFG Model & Description	Serial Number	Accessories
TASK Alfa 3252 ci	_____	_____
_____	_____	_____
<input type="checkbox"/> See attached schedule for additional Equipment / Accessories		

Billing Address: \_\_\_\_\_  
 Equipment Location: \_\_\_\_\_

SUPPLIER	TRANSACTION TERMS
NDS Leasing 2825 Story Rd. Irving, TX 75038	Purchase Option: Fair Market Value      Term: <u>36</u> (months)
	Lease Payment: \$ <u>205.58</u> (plus applicable taxes)      Billing Period: Monthly
	Supplier Fuel/Freight Fee \$ <u>N/A</u> (Not to exceed \$75.00 per month)
	The following additional payments are due on the date this Lease is signed by you:
	Advance Payment: \$ <u>N/A</u> (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last
Document Fee: \$75.00 (included on first invoice)	

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR OR ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

EXCEPT TO THE EXTENT PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. You agree that after the first twelve (12) months of the Term (or any extension or renewal of this Lease, and at the end of each following twelve (12) month period thereafter, the Lease Payments may be increased by an amount equal to the lesser of: (a) up to 15% of the Lease Payments in effect at the end of the prior twelve (12) month period; or (b) the maximum amount permitted by applicable law. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

**NON-APPROPRIATION OF FUNDS.** You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 11 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. Section 2 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse

Continued on page 2

LESSOR ("We", "Us")	LESSEE ("You")
<b>NDS Leasing</b>  By: X _____ Name: _____ Title: _____ Date: _____	<u>Hidalgo County, of</u> (Lessee Full Legal Name) By: X _____ Name: _____ Title: _____ Date: _____ Federal Tax ID: _____