

Part Number	Description	Quantity	Unit Price	Total Price	Material	Installation	Shipping	Other	Tax	Notes		
5890ART	Workcentre 5845/55 Printer Copier, single pass doc handler, 4 trays, Color scanning, PCL, PS, EIP, full network accounting, data security kit, server fax,ifax	55	\$ 21,345.00	\$ 1,173,375.00	\$ 281.00	\$ 196.40	\$ 154.43	\$ 128.55	Custom Quote	Custom Quote	0.0075	
5890ART	Workcentre 5865/75/90 Printer Copier w/ single pass doc handler, 4 trays Color Scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, ifax	75	\$ 29,395.00	\$ 2,204,625.00	\$ 372.52	\$ 260.37	\$ 170.43	Custom Quote	Custom Quote	0.0075		
5890ART	Workcentre 5865/75/90 Printer Copier w/ single pass doc handler, 4 trays Color Scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, ifax	90	\$ 29,395.00	\$ 2,645,550.00	\$ 411.62	\$ 287.70	\$ 225.63	188.31	Custom Quote	Custom Quote	0.0085	
5890ART	Office finisher w/ Booklet Maker (not available for 5890ART)		\$ 4,500.00	\$ 4,500.00	\$ 95.69	\$ 66.88	\$ 52.96	\$ 43.78			0.0085	
5890ART	Office finisher w/ Booklet Maker (not available for 5890ART)		\$ 2,500.00	\$ 2,500.00	\$ 37.33	\$ 26.09	\$ 20.46	\$ 17.08				
5890ART	High volume finisher w/o booklet maker 100HVF- High volume finisher w/ booklet maker 100HVBW- High volume finisher w/ booklet maker Condition accessories for 5845ART/5872ART/5890ART: LINEFAX- 1 line fax LINEFAX- 2 line fax		\$ 4,750.00	\$ 4,750.00	\$ 108.88	\$ 75.96	\$ 59.57	\$ 49.72				
			\$ 6,250.00	\$ 6,250.00	\$ 155.54	\$ 108.72	\$ 85.76	\$ 71.16				
			\$ 1,095.00	\$ 1,095.00	\$ 397.00	\$ 19.02	\$ 13.30	\$ 10.43	\$ 8.70			
			\$ 1,399.00	\$ 1,399.00	\$ 599.00	\$ 28.18	\$ 19.69	\$ 15.45	\$ 12.89			
			\$ 795.00	\$ 795.00	\$ 9.30	\$ 6.50	\$ 5.11	\$ 4.25				
			\$ 795.00	\$ 795.00	\$ 12.27	\$ 8.57	\$ 6.72	\$ 5.61				
			\$ 795.00	\$ 795.00	\$ 256.00	\$ 12.27	\$ 8.57	\$ 6.72	\$ 5.61			
			\$ 6,500.00	\$ 6,500.00	\$ 2,595.00	\$ 124.35	\$ 86.91	\$ 69.16	\$ 56.89			
			\$ 1,500.00	\$ 1,500.00	\$ 686.00	\$ 32.87	\$ 22.98	\$ 18.02	\$ 15.04			
			\$ 199.00	\$ 199.00	\$ 5.99	\$ 4.19	\$ 3.28	\$ 2.74				
			\$ 175.00	\$ 175.00	\$ 119.00	\$ 5.70	\$ 3.99	\$ 3.13	\$ 2.61			
			\$ 299.00	\$ 299.00	\$ 154.00	\$ 7.38	\$ 5.16	\$ 4.05	\$ 3.28			
			\$ 225.00	\$ 225.00	\$ 189.00	\$ 9.06	\$ 6.33	\$ 4.96	\$ 4.14			
			\$ 99.00	\$ 99.00	\$ 79.00	\$ 3.79	\$ 2.65	\$ 2.08	\$ 1.73			
			\$ 499.00	\$ 499.00	\$ 249.00	\$ 11.93	\$ 8.34	\$ 6.54	\$ 5.46			
			\$ 499.00	\$ 499.00	\$ 249.00	\$ 11.93	\$ 8.34	\$ 6.54	\$ 5.46			
			\$ 2,200.00	\$ 2,200.00	\$ 688.00	\$ 32.97	\$ 23.04	\$ 18.07	\$ 15.08			
			\$ 1,000.00	\$ 1,000.00	\$ 864.00	\$ 41.40	\$ 28.94	\$ 22.69	\$ 18.94			
			\$ 1,000.00	\$ 1,000.00	\$ 864.00	\$ 41.40	\$ 28.94	\$ 22.69	\$ 18.94			
			\$ 17,046.00	\$ 17,046.00	\$ 5,490.00	\$ 263.07	\$ 183.87	\$ 144.21	\$ 120.35	Custom Quote	Custom Quote	0.0085
			\$ 5,490.00	\$ 5,490.00	\$ 263.07	\$ 183.87	\$ 144.21	\$ 120.35	Custom Quote	Custom Quote	0.0085	



**Requisition  
HIDALGO COUNTY JAIL**

Req # 00253915

PO #  
Date: 03/19/14

Bill To: x  
x

Vendor: 262455  
DAHILL INDUSTRIES  
P.O. BOX 314  
SAN ANTONIO TX 78292-0314  
FAX (956)425-3025

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

Contact: VRODRIGUEZ  
956-393-6023

Contract No:  
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNER CONTRACT #13/051DG-02 LEASE FOR DETENTION JAIL CLASSIFICATIONS HALL DEPT. XEROX COMPANIES: DAHILL ***ADULT DETENTION/JAIL CLASSIFICATIONS DEPT.*** XEROX W5855APT-PRINT COPIER, SINGLE PASS DOC HANDLER 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX, AND IFAX		
8.00	MONTH	XEROX W5855APT	120.94	967.52
8.00	MONTH	OFFICE FINISHER	19.22	153.76
8.00	MONTH	SERVICE PLAN	84.15	673.20
1.00	LOT	INCLUDES 24,000 B/W COPIES PER MONTH @0.0045	50.00	50.00
		Account No		
		4-1100-423-21-280-002-0-432		
		4-1100-423-21-280-002-0-601	673.20	
		4-1100-423-21-280-002-0-780	50.00	
			1,121.28	
			Freight	.00
			Total	1,844.48

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



**HIDALGO SHERIFF'S DEPARTMENT**  
**Jail Division**  
**Choice Partners**  
**Contract # 13/051DG-02**

***Classifications***

**Xerox W5855APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax**

	<u>Cost</u>	<u>48 Month Lease</u>
<b>Xerox W5855APT</b>	<b>\$5,079.41</b>	<b>\$120.94</b>
<b>Office Finisher</b>	<b>807.35</b>	<b>19.22</b>

**Service Plan ..... \$84.15**

**Includes 24,000 B/W copies per month @ 0.0045/copy**

March 19, 2014



## Capital Lease Versus Operating Lease Test 2014

Indicates calculated field  
Indicates Field

CC Date	Dept. No.	Installation Date	Serial Number	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	1	2	3a	3b	4a	4b	Capital or Operating Lease? (Calculated Field)
1/21/2014	220			Facilities Mgmt.	248884	DIR-1674		MP C4503	\$156.22	N	N	36	60	\$5,673.92	\$5,122.00	Capital Lease
2/4/2014	180			County Clerk	250124	Open MKT		Contex SD3615	\$238.05	N	N	36	60	\$8,569.80	\$6,920.00	Capital Lease
2/25/2014	11			449th District Court	249560	DIR-1674		Ricoh MP C4503	\$193.04	N	N	36	60	\$6,949.44	\$6,329.00	Capital Lease
2/18/2014	140			Tax Office-San Juan	250492	DIR-1674		Ricoh SP52005	\$69.06	N	N	36	60	\$2,486.16	\$2,264.00	Capital Lease
2/25/2014	124			Pct. 4 CRC Center	249797	DIR-1674		Ricoh MP301SPF	\$44.45	N	N	36	60	\$1,600.20	\$1,457.00	Capital Lease
2/25/2014	21			Court At Law 1	252201	DIR-1674		Ricoh MRC4503	\$216.22	N	N	36	60	\$7,783.92	\$7,089.00	Capital Lease
3/4/2014	140			Tax Office-Bookkeepin	249861	DIR-1674		Ricoh MP5002SP	\$212.13	N	N	36	60	\$7,636.68	\$6,955.00	Capital Lease
4/8/2014				Constable Pct. 2	253326	DIR-1674		Ricoh MRC4503	\$127.84	N	N	48	60	\$6,136.32	\$5,103.00	Capital Lease
3/18/2014				Health Parr Clinic	251600	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease
3/25/2014				Health ED Enviro.	251652	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease
3/25/2014				Health Mission Env.	251653	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease
3/25/2014				Health Elsa Clinic	251655	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease
3/25/2014				Health Hidalgo Clinic	251656	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease
3/25/2014				Health ED Pulmonary	251657	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease
3/25/2014				Health ED Clinic	251658	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease
3/25/2014				Health MCA Clinic	251661	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease
3/25/2014				Health Miss Clinic	251663	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease
3/25/2014				Health Wes Clinic	251665	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease
3/25/2014				Health Wes Enviro	251668	DIR-1674		Ricoh MP5002SP	\$210.67	N	N	36	60	\$7,584.12	\$6,736.00	Capital Lease
4/1/2014	115			BUDGET & MGT	250439	DIR-1674		RICOH MP5002SP	\$218.78	N	N	36	60	\$7,876.08	\$5,704.00	Capital Lease
4/1/2014	115			BUDGET & MGT	250442	DIR-1674		RICOH MP5002SP	\$212.38	N	N	36	60	\$7,645.68	\$5,704.00	Capital Lease
4/22/2014	340			Health BIO Dept.	253448	DIR-1674		Ricoh MP502SP	\$300.42	N	N	48	60	\$14,420.16	\$11,993.00	Capital Lease
5/13/2014	122			Pct. 2 CRC Alamo	254674	DIR-1662		IR-C2225	\$130.26	N	N	60	60	\$4,689.36	\$4,243.00	Capital Lease
5/13/2014	122			Pct. 2 New Admin	254697	DIR-1662		IR-C5235	\$210.76	N	N	60	60	\$7,587.36	\$6,865.00	Capital Lease

**Requisition  
HIDALGO COUNTY JAIL**

Req # 00253918

PO #

Date: 03/19/14

Bill To: x  
x

Vendor: 262455  
DAHILL INDUSTRIES  
P.O. BOX 314  
SAN ANTONIO TX 78292-0314  
FAX (956)425-3025

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

Contact: VRODRIGUEZ  
956-393-6023

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNER CONTRACT #13/051DG-02 LEASE FOR DETENTION JAIL INFIRMARY DEPT. XEROX COMPANIES: DAHILL ***ADULT DETENTION/JAIL INFIRMARY DEPT.*** XEROX W5855APT-PRINT COPIER, SINGLE PASS DOC HANDLER 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX, AND IPAX  DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX W5855APT	120.94	967.52
8.00	MONTH	OFFICE FINISHER	19.22	153.76
8.00	MONTH	SERVICE PLAN	84.15	673.20
1.00	LOT	INCLUDES 24,000 B/W COPIES PER MONTH @ 0.0045/COPY	50.00	50.00
		Account No	Encumbrance	
		4-1100-423-21-280-002-0-432	673.20	
		4-1100-423-21-280-002-0-601	50.00	
		4-1100-423-21-280-002-0-780	1,121.28	
			Freight	.00
			Total	1,844.48
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



**HIDALGO SHERIFF'S DEPARTMENT**  
**Jail Division**  
**Choice Partners**  
**Contract # 13/051DG-02**

***Infirmary***

**Xerox W5855APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax**

	<u>Cost</u>	<u>48 Month Lease</u>
<b>Xerox W5855APT</b>	<b>\$5,079.41</b>	<b>\$120.94</b>
<b>Office Finisher</b>	<b>807.35</b>	<b>19.22</b>

**Service Plan ..... \$84.15**

**Includes 24,000 B/W copies per month @ 0.0045/copy**



**Requisition  
HIDALGO COUNTY JAIL**

Req # 00253920

PO #

Date: 03/19/14

Bill To: x  
x

Vendor: 262455  
DAHILL INDUSTRIES  
P.O. BOX 314  
SAN ANTONIO TX 78292-0314  
FAX (956)425-3025

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

Contact: VRODRIGUEZ  
956-393-6023

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNER CONTRACT #13/051DG-02 LEASE FOR DETENTION JAIL KITCHEN DEPT. XEROX COMPANIES: DAHILL ***ADULT DETENTION/JAIL KITCHEN DEPT.*** XEROX W5855APT-PRINT COPIER, SINGLE PASS DOC HANDLER 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX, AND IFAX  DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX W5855APT	120.94	967.52
8.00	MONTH	OFFICE FINISHER	19.22	153.76
8.00	MONTH	SERVICE PLAN	84.15	673.20
1.00	LOT	INCLUDES 24,000 B/W COPIES PER MONTH @ 0.0045/COPY	50.00	50.00
		Account No	Encumbrance	
		4-1100-423-21-280-002-0-432	673.20	
		4-1100-423-21-280-002-0-601	50.00	
		4-1100-423-21-280-002-0-780	1,121.28	
			Freight	.00
			Total	1,844.48
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



**HIDALGO SHERIFF'S DEPARTMENT**  
***Jail Division***  
***Choice Partners***  
**Contract # 13/051DG-02**

***Kitchen***

**Xerox W5855APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax**

	<u>Cost</u>	<u>48 Month Lease</u>
<b>Xerox W5855APT</b>	<b>\$5,079.41</b>	<b>\$120.94</b>
<b>Office Finisher</b>	<b>807.35</b>	<b>19.22</b>

**Service Plan ..... \$84.15**

**Includes 24,000 B/W copies per month @ 0.0045/copy**

## Capital Lease Versus Operating Lease Test 2014

Indicates calculated field  
Mandatory Field  
Complete if indicated in lease documentation

CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xtr at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
								1	2	3a	3b	4a	4b	
5/6/2014	280	Jail-Infirmary	253918	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Records	253922	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Releasing Hall	253923	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Administration	253925	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-P.I.	253928	HCDE		XEROX WC3615DN	\$35.08	N	N	48	60	\$1,683.84	\$1,048.53	Capital Lease
5/6/2014	280	Sheriff's-Exec. Office	253913	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Budget	253924	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Civil/Warrant	253926	HCDE		XEROX W5855APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-Patrol Sq.	253916	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-CID	253921	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-Academy	253929	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease

**Requisition  
HIDALGO COUNTY JAIL**

Req # 00253922

PO #

Date: 03/19/14

Bill To: x  
x

Vendor: 262455  
DAHILL INDUSTRIES  
P.O. BOX 314  
SAN ANTONIO TX 78292-0314  
FAX (956)425-3025

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

Contact: VRODRIGUEZ  
956-393-6023

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNER CONTRACT #13/051DG-02 LEASE FOR DETENTION JAIL RECORDS HALL DEPT. XEROX COMPANIES: DAHILL ***ADULT DETENTION/JAIL RECORDS DEPT.*** XEROX W5855APT-PRINT COPIER, SINGLE PASS DOC HANDLER 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX, AND IFAX		
		DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX W5855APT	120.94	967.52
8.00	MONTH	OFFICE FINISHER	19.22	153.76
8.00	MONTH	SERVICE PLAN	84.15	673.20
1.00	LOT	INCLUDES 24,000 B/W COPIES PER MONTH @ 0.0045/COPY	50.00	50.00
		Account No	Encumbrance	
		4-1100-423-21-280-002-0-432	673.20	
		4-1100-423-21-280-002-0-601	50.00	
		4-1100-423-21-280-002-0-780	1,121.28	
			Freight	.00
			Total	1,844.48
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



**HIDALGO SHERIFF'S DEPARTMENT**  
***Jail Division***  
**Choice Partners**  
**Contract # 13/051DG-02**

***Records***

**Xerox W5855APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax**

	<u>Cost</u>	<u>48 Month Lease</u>
<b>Xerox W5855APT</b>	<b>\$5,079.41</b>	<b>\$120.94</b>
<b>Office Finisher</b>	<b>807.35</b>	<b>19.22</b>

**Service Plan ..... \$84.15**

**Includes 24,000 B/W copies per month @ 0.0045/copy**

March 19, 2014



## Capital Lease Versus Operating Lease Test 2014

Indicates calculated field  
Mandatory Field  
Complete if indicated in lease documentation

CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xtr at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
1														
2														
3a														
3b														
4a														
4b														
5/6/2014	280	Jail-Infirmary	253918	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Kitchen	253920	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Releasing Hall	253923	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Administration	253925	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-P.I.	253928	HCDE		XEROX WC3615DN	\$35.08	N	N	48	60	\$1,683.84	\$1,048.53	Capital Lease
5/6/2014	280	Sheriff's-Exec Office	253913	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Budget	253924	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Civil/Warrant	253926	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Parol Sq.	253916	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-CID	253921	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-Academy	253929	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
												\$0.00		

**Requisition  
HIDALGO COUNTY JAIL**

Req # 00253923

PO #

Date: 03/19/14

Bill To: x  
x

Vendor : 262455  
DAHILL INDUSTRIES  
P.O. BOX 314  
SAN ANTONIO TX 78292-0314  
FAX (956)425-3025

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

Contact: VRODRIGUEZ  
956-393-6023

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNER CONTRACT #13/051DG 02 LEASE FOR DETENTION JAIL RELEASING HALL DEPT. XEROX COMPANIES: DAHILL ***ADULT DETENTION/JAIL RELEASING HALL DEPT.*** XEROX W5855APT-PRINT COPIER, SINGLE PASS DOC HANDLER 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX, AND IFAX		
		DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX W5855APT	120.94	967.52
8.00	MONTH	OFFICE FINISHER	19.22	153.76
8.00	MONTH	SERVICE PLAN	84.15	673.20
1.00	LOT	INCLUDES 24,000 B/W COPIES PER MONTH @0.0045/COPY	50.00	50.00
		Account No	Encumbrance	
		4-1100-423-21-280-002-0-432	673.20	
		4-1100-423-21-280-002-0-601	50.00	
		4-1100-423-21-280-002-0-780	1,121.28	
			Freight	.00
			Total	1,844.48
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



**HIDALGO SHERIFF'S DEPARTMENT**  
***Jail Division***  
***Choice Partners***  
**Contract # 13/051DG-02**

***Releasing Hall***

**Xerox W5855APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax**

	<u>Cost</u>	<u>48 Month Lease</u>
<b>Xerox W5855APT</b>	<b>\$5,079.41</b>	<b>\$120.94</b>
<b>Office Finisher</b>	<b>807.35</b>	<b>19.22</b>

**Service Plan ..... \$84.15**

**Includes 24,000 B/W copies per month @ 0.0045/copy**

March 19, 2014





**Requisition**  
**HIDALGO COUNTY JAIL**

Req # 00253925

PO #

Date: 03/19/14

Bill To: x  
x

Vendor : 262455  
DAHILL INDUSTRIES  
P.O. BOX 314  
SAN ANTONIO TX 78292-0314  
FAX (956)425-3025

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

Contact: VRODRIGUEZ  
956-393-6023

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNERS CONTRACT #13/051DG-05 LEASE FOR DETENTION JAIL ADMINISTRATION DEPT. XEROX COMPANIES: DAHILL ***ADULT DETENTION/JAIL ADMINISTRATION DEPT.*** XEROX W5855APT-PRINT COPIER, SINGLE PASS DOC HANDLER 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX, AND IFAX		
		DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX W5855APT	120.94	967.52
8.00	MONTH	OFFICE FINISHER	19.22	153.76
8.00	MONTH	SERVICE PLAN	84.15	673.20
1.00	LOT	INCLUDES 24,000 B/W COPIES PER MONTH @ 0.0045/COPY	50.00	50.00
		Account No		
		-----	Encumbrance	
		4-1100-423-21-280-002-0-432	673.20	
		4-1100-423-21-280-002-0-601	50.00	
		4-1100-423-21-280-002-0-780	1,121.28	
			Freight	.00
			Total	1,844.48
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



**HIDALGO SHERIFF'S DEPARTMENT**  
*Jail Division*  
**Choice Partners**  
**Contract # 13/051DG-02**

***Administration***

**Xerox W5855APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax**

	<u>Cost</u>	<u>48 Month Lease</u>
<b>Xerox W5855APT</b>	<b>\$5,079.41</b>	<b>\$120.94</b>
<b>Office Finisher</b>	<b>807.35</b>	<b>19.22</b>

**Service Plan .....\$108.00**

**Includes 24,000 B/W copies per month @ 0.0045/copy**

## Capital Lease Versus Operating Lease Test 2014

Indicates calculated field  
Mandatory Field  
Complete if indicated in lease documentation

CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
1														
2														
3a														
3b														
4a														
4b														
5/6/2014	280	Jail-Infirmary	253918	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Kitchen	253920	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Records	253922	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Releasing Hall	253923	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-P.I.	253928	HCDE		XEROX WC3615DN	\$35.08	N	N	48	60	\$1,683.84	\$1,048.53	Capital Lease
5/6/2014	280	Sheriff's-Exec Office	253913	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Budget	253924	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Civil/Warrant	253926	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Patrol Sq.	253916	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$5,860.29	Capital Lease
5/6/2014	280	Sheriff's-CID	253921	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$5,860.29	Capital Lease
5/6/2014	280	Sheriff's-Academy	253929	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$5,860.29	Capital Lease
								N	N		60	\$0.00		Capital Lease

**Requisition  
HIDALGO COUNTY JAIL**

Req # 00253928

PO #

Date: 03/19/14

Bill To: x  
x

Vendor: 262455  
DAHILL INDUSTRIES  
P.O. BOX 314  
SAN ANTONIO TX 78292-0314  
FAX (956)425-3025

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

Contact: VRODRIGUEZ  
956-393-6023

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNER CONTRACT #13/051DG-02 LEASE FOR DETENTION JAIL P.I. DEPT. XEROX COMPANIES: DAHILL ***ADULT DETENTION/JAIL P.I. DEPT.*** XEROX WC3615DN-256MB MEMORY, 60 SHEET DADF, 500 PAPER TRAY, PRINT, COPY, EMBEDDED FAX, PC FAX & COLOR SCANNING WITH SCAN TO EMAIL/USB/FTP/SMB		
		DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX WC3615DN	24.93	199.44
8.00	MONTH	500 PAPER TRAY	4.90	39.20
8.00	MONTH	STAND	5.25	42.00
8.00	MONTH	SERVICE PLAN	17.30	138.40
1.00	LOT	INCLUDES 1,730 B/W COPIES PER MONTH @ 0.01/COPY	25.00	25.00
		Account No		
		4-1100-423-21-280-002-0-432		
		4-1100-423-21-280-002-0-601	138.40	
		4-1100-423-21-280-002-0-780	25.00	
			280.64	
			Encumbrance	
			138.40	
			25.00	
			280.64	
			Freight	.00
			Total	444.04
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



**HIDALGO SHERIFF'S DEPARTMENT**  
***Jail Division***  
***Choice Partners***  
**Contract # 13/051DG-02**

*P.I.*

**Xerox WC3615DN—256MB memory, 60 sheet DADF, 500 paper tray, print, copy, embedded fax, PC fax & color scanning with scan to email/USB/FTP/SMB**

	<u>Cost</u>	<u>48 Month Lease</u>
Xerox WC3615DN	\$1,048.53	\$24.97
500 Paper Tray	205.88	4.90
Stand	220.59	5.25

**Service Plan ..... \$17.30**

**Includes 1,730 B/W copies per month @ 0.01/copy**

March 19, 2014

**dahill**  
A Xerox Company

*Pg 3*

## Capital Lease Versus Operating Lease Test 2014

Indicates calculated field  
Mandatory Field  
Complete if indicated in lease documentation

CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
								1	2	3a	3b	4a	4b	
5/6/2014	280	Jail-Infirmay	253918	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Kitchen	253920	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Records	253922	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Releasing Hall	253923	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Administration	253925	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Exec. Office	253913	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Budget	253924	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Civil/Warrant	253926	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Patrol Sq.	253916	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-CID	253921	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-Academy	253929	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
								N	N		60	\$0.00		

**COST PER COPY AGREEMENT  
Fixed Purchase Option  
(State and Local Governmental Transactions Only)**



Dealer <b>Dahill</b>		Lease Agreement Number <b>0023665</b>	
<b>CUSTOMER INFORMATION</b>			
Full Legal Name <b>Hidalgo County Of</b>		DBA <b>Jail Division</b>	
Billing Address <b>P.O. Box 1228</b>		City <b>Edinburg</b>	State <b>TX</b>
Phone <b>956-393-6023</b>		Contact Name <b>Virginia Rodriguez</b>	ZIP Code <b>78541</b>
		Contact Email	Customer PO# (Optional)

<b>EQUIPMENT</b>			
Qty	Equipment Description	Qty	Equipment Description
6	<b>Xerox W5855APT</b>		
6	<b>Office Finisher</b>		
1	<b>Xerox WC3615</b>		
1	<b>Stand</b>		

Equipment Location (if different from Billing Address): **711 El Cibolo Rd. Edinburg, TX 78541**

TERM AND PAYMENT	PURCHASE OPTION	IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED	EXCESS CHARGE
Monthly Lease Payment <b>1398.28</b> , plus applicable taxes	Fixed Purchase Option: \$1	B&W	1,460,000 per yr.	.0045		
		Color				
Everyday Color				N/A	N/A	
				N/A	N/A	
Term in months: <b>48</b>					N/A	N/A

**CUSTOMER ACCEPTANCE**

**BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREE TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.**

Authorized Signer <b>X</b>	Date	Federal Tax ID # (Required)
<i>Ramon Garcia</i>		
Print Name	Title (Indicate President, Partner, Proprietor, etc.)	

<b>LESSOR ACCEPTANCE</b>		
Accepted By: <b>Xerox Financial Services LLC</b>	Name and Title	Date

**TERMS & CONDITIONS**

- Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "we," "us" and "our" means Xerox Financial Services LLC. "Party" means you or us, and "Parties" means both you and us. "Dealer" means the entity identified in "Dealer Name" above. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.). "Equipment" means the items identified in "Equipment" above and in any attached Equipment Schedule. "Lease" means this Cost Per Copy Agreement, including any attached Equipment Schedule. "Excess Charges" means the applicable excess copies and/or prints charges. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges and any included Images payable to Dealer, the Excess Charges (unless otherwise agreed by you, Dealer and us), and other charges you, Dealer and we agree will be invoiced by us on a monthly basis, plus Taxes. "Inception Date" means (a) the date the Dealer determines Equipment installed by the Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by the Dealer as being installable by you is delivered to your premises.
- Lease, Payments and Late Payments.** You agree and represent all Equipment was selected by you based upon your own judgment and has been, or is being, supplied by the Dealer. We have acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from us. You agree to pay us each Lease Payment and all other amounts that become due and payable under this Lease. The first Lease Payment is due twenty (20) days after the invoice date on that invoice and each subsequent Lease Payment is due on the same date each month thereafter, whether or not we invoice you. Payment of other amounts payable under this Lease, which may include charges you, Dealer and we agree will be invoiced by us, is due twenty (20) days after the invoice date therefor. If any payment is not paid in full by sixty (60) days after its due date, you will pay a late charge in accordance with the laws of the state of Texas, not to exceed the maximum amount permitted by law. For each dishonored or returned payment instrument, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any payment instrument will not reduce your obligations or affect our rights.
- Equipment and Software.** Equipment may contain or have software delivered with it. You agree that as to software only that (a) you will execute a separate license agreement with the Dealer or a third party for such software, and (b) we have no responsibility whatsoever for any such software or license agreement under this Lease. You agree the Equipment (including software) is for your business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.
- Non-Cancellable Lease.** THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOVERY FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF DEALER, ANY THIRD PARTY OR US.
- Lease Term.** The Initial Lease Term, which is indicated above or identified in any attached Equipment Schedule, commences on the Inception Date. If, during the Initial Lease Term, you enter into a new lease for upgraded or replacement equipment that incorporates the remaining payments under this Lease and the new lease is subsequently terminated, we may reinstate this Lease.
- Payment of Fixed Purchase Amount.** At the end of the Initial Lease Term, provided that you are not in default hereunder and amounts due under this Lease have been paid in full, you have the option to purchase the Equipment for one-dollar (\$1.00).

Approved by Commissioners' Court  
on 5-6-14 *RW*

Zimbra

evangelina.garcia@co.hidalgo.tx.us

---

**RE: Dahill Agreement**

---

**From :** Steve Crain <scrain@atlashall.com>  
**Subject :** RE: Dahill Agreement  
**To :** 'Evangelina Garcia'  
<evangelina.garcia@co.hidalgo.tx.us>

Fri, Apr 25, 2014 06:51 AM

The revised contract is fine.

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]  
**Sent:** Thursday, April 24, 2014 5:39 PM  
**To:** Steve Crain  
**Cc:** Martha L. Salazar  
**Subject:** Fwd: Dahill Agreement

Mr. Crain:

As requested, here's the revised agreement by Dahill, section 14 for your review and approval as to form.

Thank you

---

**From:** "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>  
**To:** "Steve Crain" <scrain@atlashall.com>  
**Sent:** Thursday, April 24, 2014 11:45:43 AM  
**Subject:** Re: Dahill Agreement

Ok, will advise the vendor...thank you Mr. Crain.

---

**From:** "Steve Crain" <scrain@atlashall.com>  
**To:** "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>  
**Sent:** Thursday, April 24, 2014 11:44:07 AM  
**Subject:** RE: Dahill Agreement

The agreement needs a Commitment of Current Revenues clause.

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]  
**Sent:** Thursday, April 24, 2014 11:29 AM  
**To:** Steve Crain  
**Cc:** Darlene H. Betancourt; Martha L. Salazar  
**Subject:** Dahill Agreement





A Xerox Company

Austin 512-836-2100  
Corpus Christi 361-289-0900  
Harlingen 956-425-3010  
Laredo 956-724-8188

Bryan 979-774-2200  
El Paso 915-595-2250  
Houston 713-329-9909  
San Antonio 210-805-8200

Maintenance Agreement *Shaded areas for in-house use only*

Order Date: 3-7-14	Effective Date:	Customer No.:	Lease No. 0033665	PO No.:
Service Location:		Billed To:		
Name: Hidalgo Co. Sheriff's Dept (Jail Division)		Name: Hidalgo County		
Address: 711 E Cibola Rd.		Address:		
City/State/Zip/County: Edinburg, TX 78541 Hidalgo		City/State/Zip/County:		
Contact: Virginia	Phone: 956-393-6033	Contact:	Phone:	
Hours of Operation: 8-5 M-F	Fax: 956-393-6037	Email address: virginia.rodriguez@hidalgo.co.tx.us		
Model	Serial No.	Equip ID	Start Meter	
Xerox W5855APT				
Xerox W5855APT				
5855APT				
5855APT				
5855APT				
Xerox W5855APT				
*Additional Equipment List on Table A				
SPECIAL INSTRUCTIONS: MVA stay same term of lease 48 months & staple are cover MVA, No Handling Charges				
MAINTENANCE PRICING: includes parts, toner, labor and travel, unless stated otherwise				
MAINTENANCE MONTHLY BASE:				
<input checked="" type="checkbox"/> Included in Lease Agreement		<input type="checkbox"/> Billable Monthly \$ _____		
MFP:		COLOR QUBE:		
Included # of Impressions:	Overage Rate:	Included # of Impressions:	Overage Rate:	
60,000 per year	\$0.0045 each	Meter 1 _____	\$ _____	
	\$ _____	Meter 2 _____	\$ _____	
		Meter 3 _____	\$ _____	
Electrical Requirements:				
Sole Use Circuit		Dedicated Line		Special:
ALL OVERAGES BILLED QUARTERLY				
<input type="checkbox"/> Automated Meter Collection		<input type="checkbox"/> Manual Meter Collection		
APPROVALS: By signing below, you accept all terms and conditions of the contract, listed above and on reverse of agreement.				
Customer Signature: Ramon Garcia	Title:	Account Manager:	Date: 3-7-14	
	Date:		Date:	
Dahill Acceptance:	Title:	Date:		

Approved by Commissioners' Court  
on 5-6-14 RW

per-image charges by a reasonable amount in order to account for any increased costs of the Supplier in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, whether performed prior to or after the Commencement Date, and You agree to pay Our costs in connection therewith. If the Equipment includes any software (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property. Without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

**8. LOSS; DAMAGE; INSURANCE.** You shall, at all times during this Agreement, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee," and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as "additional insured." You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

**9. ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the New Owner any claim, defense or offset You may have against Us.

**10. TAXES AND OTHER FEES.** The parties hereto contemplate that the Equipment will be used for a governmental purpose and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of any Equipment is found to be subject to taxation in any form (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income) You will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied with respect to the Equipment, as well as all levies, assessments, license and registration fees and other governmental charges relating to this Agreement and/or the Equipment (collectively, with such taxes, "Governmental Charges"). You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a processing fee in the amount set forth on Page 1 to cover Our investigation, documentation and other administrative costs in originating such transaction. You also agree to pay Us a fee, in accordance with Our current fee schedule which may change from time to time, for additional services We may provide to You at Your request during the term of this Agreement. You agree that the fees set forth in this Agreement may include a profit.

**11. DEFAULT.** You will be in default hereunder if You (1) fail to pay any amount due hereunder within 15 days of the due date, (2) breach or attempt to breach any other term, representation or covenant set forth herein or in any other agreement between You and Us, (3) die (if You are an individual), go out of business or commence dissolution proceedings, (4) become insolvent, admit Your inability to pay Your debts, make an assignment for the benefit of Your creditors (or enter into a similar arrangement), file (or there is filed against You) a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (5) suffer an adverse change in Your financial condition and, as a result thereof or for any other reason, We deem Ourselves insecure. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to return the Equipment pursuant to Section 12 below, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, an amount equal to the sum of (i) all Minimum Payments and other amounts then due and past due, (ii) all remaining Minimum Payments for the remainder of the Term, (iii) the residual value of the Equipment estimated by Us at the inception of this Agreement (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) Time-Value Interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid, and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due") and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency, subject, however, to Section 14 below and to any other requirements of applicable law. Any delay or failure to enforce Our rights under this Agreement shall not constitute a waiver thereof. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within any Equipment returned to Us or repossessed by Us. The remedies set forth herein are cumulative, are in addition to any other remedies provided for by applicable law, and may be exercised concurrently or separately.

**12. RETURN OF EQUIPMENT.** If You are required to return the Equipment under this Agreement, You shall, at Your expense, promptly upon demand, send the Equipment to any location(s) that We may designate and pay Us a handling/reslocking fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7 above). If the Equipment is not received within 15 days of the date of demand, You agree to continue paying Minimum Payments and all other amounts due hereunder until the Equipment is received by Us.

**13. APPLICABLE LAW; SEVERABILITY.** This Agreement shall be governed by the laws of the State in which You are located. You and We hereby waive Your and Our respective rights to a trial by jury in any legal action. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be effective only to the extent of such unenforceability without invalidating the remainder hereof.

**14. NON-APPROPRIATION OF FUNDS.** You hereby represent, warrant and covenant to Us that: (a) You intend subject only to the provisions of this Section 14, to remit to Us all sums due and to become due under this Agreement for the full Term; (b) Your governing body has appropriated sufficient funds to pay all Minimum Payments and other amounts due during Your current fiscal period, (c) You reasonably believe that legally available funds in an amount sufficient to make all Minimum Payments for the full Term can be obtained; and (d) You intend to do all things lawfully within Your power to obtain and maintain funds from which Minimum Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Your governing body. In the event Your governing body fails to appropriate sufficient funds to pay all Minimum Payments and other amounts due and to become due in Your next fiscal period, You may, subject to the terms hereof, terminate this Agreement as of the last day of the fiscal period for which appropriations were received (an "Event of Non-appropriation"). You agree to deliver notice of an Event of Non-appropriation at least 30 days prior to the end of Your then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation and to return the Equipment pursuant to Section 12 on or before the effective date of termination. You and We understand and intend that Your obligation to pay Minimum Payments and other amounts due under this Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Your creation of indebtedness, nor shall anything contained herein constitute a pledge of Your general tax revenues, funds or monies.

**15. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS.** In addition to the other representations, warranties and covenants made by You as set forth in this Agreement, You hereby represent, warrant and covenant unto Us that: (a) You have the power and authority under applicable law to enter into this Agreement and the transactions contemplated hereby and to perform all of Your obligations hereunder, (b) You have duly authorized the execution and delivery of this Agreement by appropriate official action of Your governing body and You have obtained such other authorizations, consents and/or approvals as are necessary to consummate this Agreement, (c) all legal and other requirements have been met, and procedures have occurred, to render this Agreement enforceable against You in accordance with its terms, and You have complied with such public bidding requirements as may be applicable to this Agreement and the transactions contemplated hereby, (d) upon Our request, You will provide Us with a copy of Your current financial statements within 150 days after the end of each fiscal period, and (e) unless and until this Agreement is terminated in accordance with Section 14 above, You shall provide to Us, no later than 10 days prior to the end of each fiscal period, with current budgets or other proof of appropriation for the ensuing fiscal period, and such other financial information relating to Your ability to continue the Agreement, as We may request. You hereby acknowledge that each of the representations, warranties and covenants made by You in Sections 14 and 15 and elsewhere in this Agreement are being materially relied upon by Us in entering into this Agreement.

**16. INTERIM RENT.** As you will have possession of the Equipment from the date of its delivery to You, You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Minimum Payment prorated on a 30-day calendar month and will be added to Your first invoice.

**17. MISCELLANEOUS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed or copied signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON ALL PAGES.

<b>Lessee:</b> By: <input checked="" type="checkbox"/> <u>Ronald Garcia</u> Date: ___ / ___ / ___ Print name: _____ Title: _____ Attest: <input checked="" type="checkbox"/> <u>[Signature]</u> Title: <u>County Clerk</u>	Accepted by DAHILL, INC. By: _____ Date: ___ / ___ / ___
---	---

Approved by Commissioners' Court  
 5/6/14 [Signature]

AI#44320

"DAHILL INDUSTRIES-CONTRACT #13/051DG-02"

APPROVED BY COMMISSIONERS COURT: **MAY 6, 2014**

ATTEST:



\_\_\_\_\_

Arturo Guajardo, Jr., County Clerk

**Requisition**  
**SHERIFF'S LAW ENFORMENT FACILITY**

Req # 00253913

PO #

Date: 03/19/14

Bill To: x  
x

Vendor: 262455  
DAHILL INDUSTRIES  
P.O. BOX 314  
SAN ANTONIO TX 78292-0314  
FAX (956)425-3025

Ship To: SHERIFF'S LAW ENFORMENT FACILITY  
711 EL CIBOLO RD.  
EDINBURG TX 78539

Contact: MYRA MONTOYA  
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNERS 13/051DG-02		
		48 MONTH LEASE FOR COPY MACHINCE LOCATED IN EXECUTIVE OFFICE.		
		XEROX W5855APT- PRINT/COPIER, SINGLE PASS DOC HANDLER, 4 PAPER TRAY, COLOR SCANNING, PCL, PS, SIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX AND IFAX		
		DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX W5855APT	120.94	967.52
8.00	MONTH	OFFICE FINISHER	19.22	153.76
8.00	MONTH	SERVICE PLAN	97.50	780.00
1.00	LOT	INCLUDES 21,666 B/W COPIES PER MONTH, OVERAGE RATE @ \$.0045/COPY	50.00	50.00
		Account No	Encumbrance	
		4-1100-421-00-280-001-0-432	780.00	
		4-1100-421-00-280-001-0-601	50.00	
		4-1100-421-00-280-001-0-780	1,121.28	
			Freight	.00
			Total	1,951.28
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



**HIDALGO SHERIFF'S DEPARTMENT**  
**Administration**  
**Choice Partners**  
**Contract # 13/051DG-02**

***Executive Office***

**Xerox W5855APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax**

	<u>Cost</u>	<u>48 Month Lease</u>
<b>Xerox W5855APT</b>	<b>\$5,079.41</b>	<b>\$120.94</b>
<b>Office Finisher</b>	<b>807.35</b>	<b>19.22</b>

**Service Plan ..... \$97.50**

**Includes 21,666 B/W copies per month @ 0.0045/copy**



**Requisition**  
**SHERIFF'S LAW ENFORMENT FACILITY**

Req # 00253924

PO #

Date: 03/19/14

Bill To: x  
x

Vendor: 262455  
DAHILL INDUSTRIES  
P.O. BOX 314  
SAN ANTONIO TX 78292-0314  
FAX (956)425-3025

Ship To: SHERIFF'S LAW ENFORMENT FACILITY  
711 EL CIBOLO RD.  
EDINBURG TX 78539

Contact: MYR A MONTOYA  
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNERS 13/051DG-02		
		48 MONTH LEASE FOR COPY MACHINCE LOCATED IN BUDGET OFFICE		
		XEROX W5855APT- PRINT/COPIER, SINGLE PASS DOC HANDLER, 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX AN IFAX DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX W5855APT	120.94	967.52
8.00	MONTH	OFFICE FINISHER	19.22	153.76
8.00	MONTH	SERVICE PLAN	97.50	780.00
1.00	LOT	INCLUDES 21,666 B/W COPIES PER MONTH, OVERAGE RATE @ \$.0045/COPY	50.00	50.00
		Account No	Encumbrance	
		4-1100-421-00-280-001-0-432	780.00	
		4-1100-421-00-280-001-0-601	50.00	
		4-1100-421-00-280-001-0-780	1,121.28	
			Freight	.00
			Total	1,951.28
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



**HIDALGO SHERIFF'S DEPARTMENT**  
**Administration**  
**Choice Partners**  
**Contract # 13/051DG-02**

***Budget Office***

**Xerox W5855APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax**

	<u>Cost</u>	<u>48 Month Lease</u>
<b>Xerox W5855APT</b>	<b>\$5,079.41</b>	<b>\$120.94</b>
<b>Office Finisher</b>	<b>807.35</b>	<b>19.22</b>

**Service Plan ..... \$97.50**

**Includes 21,666 B/W copies per month @ 0.0045/copy**

## Capital Lease Versus Operating Lease Test 2014

Indicates calculated field  
Mandatory Field  
Complete if indicated in lease documentation

CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	The Xier at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Inception	Capital or Lease? (Calculated Field)
								1	2	3a	3b	4a	4b	
5/6/2014	280	Jail-Infirmay	253918	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Kitchen	253920	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Records	253922	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Releasing Hall	253923	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Administration	253925	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-P.1.	253928	HCDE		XEROX WC3615DN	\$35.08	N	N	48	60	\$1,683.84	\$1,048.53	Capital Lease
5/6/2014	280	Exec. Office	253913	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Civil/Warrant	253926	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Patrol Sq.	253916	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-CID	253921	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-Academy	253929	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
											60	\$0.00		

**Requisition**  
**SHERIFF'S LAW ENFORMENT FACILITY**

Req # 00253926

PO #

Date: 03/19/14

Bill To: x  
x

Vendor: 262455  
DAHILL INDUSTRIES  
P.O. BOX 314  
SAN ANTONIO TX 78292-0314  
FAX (956)425-3025

Ship To: SHERIFF'S LAW ENFORMENT FACILITY  
711 EL CIBOLO RD.  
EDINBURG TX 78539

Contact: MYRA MONTOYA  
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNERS 13/051DG-02		
		48 MONTH LEASE FOR COPY MACHINE LOCATED IN CIVIL AND WARRANTS		
		XEROX W5855APT PRINT/COPIER, SINGLE PASS DOC HANDLER, 4 PAPER TRAY, COLOR SCANNING, PCL, OS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX AND IFAX. DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX W5855APT	120.94	967.52
8.00	MONTH	OFFICE FINISHER	19.22	153.76
8.00	MONTH	SERVICE PLAN	97.50	780.00
1.00	LOT	INCLUDES 21,666 B/W COPIES PER MONTH, OVERAGES RATE @ \$.0045/COPY	50.00	50.00
		Account No .....	<u>Encumbrance</u>	
		4-1100-421-00-280-001-0-432	780.00	
		4-1100-421-00-280-001-0-601	50.00	
		4-1100-421-00-280-001-0-780	1,121.28	
			Freight	.00
			Total	1,951.28
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



**HIDALGO SHERIFF'S DEPARTMENT**  
**Administration**  
**Choice Partners**  
**Contract # 13/051DG-02**

***Civil & Warrants***

**Xerox W5855APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax**

	<u>Cost</u>	<u>48 Month Lease</u>
<b>Xerox W5855APT</b>	<b>\$5,079.41</b>	<b>\$120.94</b>
<b>Office Finisher</b>	<b>807.35</b>	<b>19.22</b>

**Service Plan ..... \$97.50**

**Includes 21,666 B/W copies per month @ 0.0045/copy**

March 19, 2014



## Capital Lease Versus Operating Lease Test 2014

Indicates calculated field  
Mandatory Field  
Complete if indicated in lease documentation

CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
								1	2	3a	3b	4a	4b	
5/6/2014	280	Jail-Infirmary	253918	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Kitchen	253920	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Records	253922	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Releasing Hall	253923	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Administration	253925	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-P.I.	253928	HCDE		XEROX WC3615DN	\$35.08	N	N	48	60	\$1,683.84	\$1,048.53	Capital Lease
5/6/2014	280	Sheriff's-Exec. Office	253913	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Budget	253924	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Patrol Sq.	253916	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-CID	253921	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-Academy	253929	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
												\$0.00		

**Requisition**  
**SHERIFF'S LAW ENFORMENT FACILITY**

Req # 00253916

PO #

Date: 03/19/14

Bill To: x  
x

Vendor : 262455  
DAHILL INDUSTRIES  
P.O. BOX 314  
SAN ANTONIO TX 78292-0314  
FAX (956)425-3025

Ship To: SHERIFF'S LAW ENFORMENT FACILITY  
711 EL CIBOLO RD.  
EDINBURG TX 78539

Contact: MYRA MONTOYA  
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNERS 13/051DG-02		
		48 MONTH LEASE FOR CSOPY MACHINE LOCATED IN PATROL SQUAD ROOM.		
		XERX W5875APT- PRINT/COPIER, SINGLE PASS DOC HNADLER, 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX AND IFAX. DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX W5875APT	163.34	1,306.72
8.00	MONTH	OFFICE FINISHER	19.22	153.76
8.00	MONTH	3 HOLE PUNCH	2.42	19.36
8.00	MONTH	SERVICE PLAN	80.00	640.00
1.00	LOT	INCLUDES 20,000 B/W COPIES PER MONTH, OVERAGES RATE @ \$ .0040/COPY	50.00	50.00
		Account No. ....	Encumbrance	
		4-1100-421-00-280-001-0-432	640.00	
		4-1100-421-00-280-001-0-601	50.00	
		4-1100-421-00-280-001-0-780	1,479.84	
			Freight	.00
			Total	2,169.84
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



**HIDALGO SHERIFF'S DEPARTMENT**  
**Administration**  
**Choice Partners**  
**Contract # 13/051DG-02**

***Patrol Squad Room***

**Xerox W5875APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax**

	<u>Cost</u>	<u>48 Month Lease</u>
<b>Xerox W5875APT</b>	<b>\$6,860.29</b>	<b>\$163.34</b>
<b>Office Finisher</b>	<b>807.35</b>	<b>19.22</b>
<b>3 Hole Punch</b>	<b>94.12</b>	<b>2.42</b>

**Service Plan ..... \$80.00**

**Includes 20,000 B/W copies per month @ 0.0040/copy**



**Requisition**  
**SHERIFF'S LAW ENFORMENT FACILITY**

Req # 00253921

PO #

Date: 03/19/14

Bill To: x  
x

Vendor : 262455  
 DAHILL INDUSTRIES  
 P.O. BOX 314  
 SAN ANTONIO TX 78292-0314  
 FAX (956)425-3025

Ship To: SHERIFF'S LAW ENFORMENT FACILITY  
 711 EL CIBOLO RD.  
 EDINBURG TX 78539

Contact: MYRA MONTOYA  
 956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNERS 13/051DG-02 48 MONTH LEASE FOR COPY MACHINE LOCATED IN CID		
		CHOICE PARTNERS 13/051DG-02XEROX W5875APT- PRINT/COPIER, SINGLE PASS DOC HANDLER, 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX AND IFAX		
		DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX W5875APT	163.34	1,306.72
8.00	MONTH	OFFICE FINISHER	19.22	153.76
8.00	MONTH	3 HOLE PUNCH	2.42	19.36
8.00	MONTH	SERVICE PLAN	80.00	640.00
1.00	LOT	INCLUDES 20,000 B/W COPIES PER MONTH, OVERAGES RATE @ \$.0040/COPY	50.00	50.00
		Account No	Encumbrance	
		4-1100-421-00-280-001-0-432	640.00	
		4-1100-421-00-280-001-0-601	50.00	
		4-1100-421-00-280-001-0-780	1,479.84	
			Freight	.00
			Total	2,169.84
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



**HIDALGO SHERIFF'S DEPARTMENT**  
**Administration**  
**Choice Partners**  
**Contract # 13/051DG-02**

**CID**

**Xerox W5875APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax**

	<u>Cost</u>	<u>48 Month Lease</u>
<b>Xerox W5875APT</b>	<b>\$6,860.29</b>	<b>\$163.34</b>
<b>Office Finisher</b>	<b>807.35</b>	<b>19.22</b>
<b>3 Hole Punch</b>	<b>94.12</b>	<b>2.42</b>

**Service Plan ..... \$80.00**

**Includes 20,000 B/W copies per month @ 0.0040/copy**

March 19, 2014



## Capital Lease Versus Operating Lease Test 2014

Indicates calculated field  
Mandatory Field  
Complete if indicated in lease documentation

CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
								1	2	3a	3b	4a	4b	
5/6/2014	280	Jail-Infirmary	253918	HCDE		XEROX WS855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Kitchen	253920	HCDE		XEROX WS855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Records	253922	HCDE		XEROX WS855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Releasing Hall	253923	HCDE		XEROX WS855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Administration	253925	HCDE		XEROX WS855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-P.I.	253928	HCDE		XEROX WC3615DN	\$35.08	N	N	48	60	\$1,683.84	\$1,048.53	Capital Lease
5/6/2014	280	Sheriff's-Exec Office	253913	HCDE		XEROX WS855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Budget	253924	HCDE		XEROX WS855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Civil/Warrant	253926	HCDE		XEROX WS855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Patrol Sq.	253916	HCDE		XEROX WS875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-Academy	253929	HCDE		XEROX WS875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease

**Requisition**  
**SHERIFF'S LAW ENFORMENT FACILITY**

Req # 00253929

PO #

Date: 03/19/14

Bill To: x  
x

Vendor : 262455  
 DAHILL INDUSTRIES  
 P.O. BOX 314  
 SAN ANTONIO TX 78292-0314  
 FAX (956)425-3025

Ship To: SHERIFF'S LAW ENFORMENT FACILITY  
 711 EL CIBOLO RD.  
 EDINBURG TX 78539

Contact: MYRA MONTOYA  
 956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNERS 13/051DG-02		
		48 MONTH LEASE FOR COPY MACHINE LOCATED IN ACADEMY		
		XEROX W5875APT- PRINT/COPIER, SINGLE PASS DOC HANDLER, 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX AND IFAX		
		DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX W5875APT	163.34	1,306.72
8.00	MONTH	OFFICE FINISHER	19.22	153.76
8.00	MONTH	3 HOLE PUNCH	2.42	19.36
8.00	MONTH	SERVICE PLAN	80.00	640.00
1.00	LOT	INCLUDES 20,000 B/W COPIES PER MONTH OVERAGE RATE @ \$ .0040/COPY	50.00	50.00
		Account No	Encumbrance	
		4-1100-421-00-280-001-0-432	640.00	
		4-1100-421-00-280-001-0-601	50.00	
		4-1100-421-00-280-001-0-780	1,479.84	
			Freight	.00
			Total	2,169.84
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



**HIDALGO SHERIFF'S DEPARTMENT**  
**Administration**  
**Choice Partners**  
**Contract # 13/051DG-02**

**Academy**

**Xerox W5875APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax**

	<b><u>Cost</u></b>	<b><u>48 Month Lease</u></b>
<b>Xerox W5875APT</b>	<b>\$6,860.29</b>	<b>\$163.34</b>
<b>Office Finisher</b>	<b>807.35</b>	<b>19.22</b>
<b>3 Hole Punch</b>	<b>94.12</b>	<b>2.42</b>

**Service Plan ..... \$80.00**

**Includes 20,000 B/W copies per month @ 0.0040/copy**

March 19, 2014

**dahill**

A Xerox Company

## Capital Lease Versus Operating Lease Test 2014

Indicates calculated field  
Mandatory Field  
Complete if indicated in lease documentation

CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xier at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
								1	2	3a	3b	4a	4b	
5/6/2014	280	Jail-Infirmary	253918	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Kitchen	253920	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Records	253922	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Releasing Hall	253923	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Administration	253925	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-P.I.	253928	HCDE		XEROX WC3615DN	\$35.08	N	N	48	60	\$1,683.84	\$1,048.53	Capital Lease
5/6/2014	280	Sheriff's-Exec. Office	253913	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Budget	253924	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Civil/Warrant	253926	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Patrol Sq.	253916	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-CID	253921	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
								N	N		60	\$0.00		

**COST PER COPY AGREEMENT**  
**Fixed Purchase Option**  
**(State and Local Governmental Transactions Only)**



Dealer <b>Dahill</b>		Lease Agreement Number <b>0023666</b>	
<b>CUSTOMER INFORMATION</b>			
Full Legal Name <b>Hidalgo County Of</b>		DBA <b>Hidalgo County</b>	
Billing Address <b>P.O. Box 1228</b>		City <b>Edinburg</b>	State <b>TX</b>
Phone <b>956-393-6024</b>		Contact Name <b>Myra Montoya</b>	ZIP Code <b>78541</b>
		Contact Email	Customer ID# (Optional)

EQUIPMENT			
Qty	Equipment Description	Qty	Equipment Description
3	Xerox W5855APT		
3	Office Finisher		
3	Xerox W5875APT		
3	Office Finisher		
3	3 Hole Punch		

Equipment Location (if different from Billing Address) **711 El Cibolo Rd. Edinburg, TX 78541**

Monthly Lease Payment <b>1,507.41</b> , plus applicable taxes	Fixed Purchase Option: \$1	B&W	1,500,000 per yr.	.0045		
		Color				
		Everyday Color			N/A	N/A
					N/A	N/A
Term in months: <b>48</b>						

**BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREE TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.**

Authorized Signer <b>X</b>	Date	Federal Tax ID # (Required)
<i>Ramon Garcia</i>		
Print Name	Title (Indicate President, Partner, Proprietor, etc.)	

LESSOR ACCEPTANCE		
Accepted By: Xerox Financial Services LLC	Name and Title	Date

**TERMS & CONDITIONS**

- Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "we," "us" and "our" means Xerox Financial Services LLC. "Party" means you or us, and "Parties" means both you and us. "Dealer" means the entity identified in "Dealer Name" above. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §842a-1-101 et seq.). "Equipment" means the items identified in "Equipment" above and in any attached Equipment Schedule. "Lease" means this Cost Per Copy Agreement, including any attached Equipment Schedule. "Excess Charges" means the applicable excess copies and/or prints charges. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges and any included images payable to Dealer, the Excess Charges (unless otherwise agreed by you, Dealer and us), and other charges you, Dealer and we agree will be invoiced by us on a monthly basis, plus Taxes. "Inception Date" means (a) the date the Dealer determines Equipment installed by the Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by the Dealer as being installable by you is delivered to your premises.
- Lease, Payments and Late Payments.** You agree and represent all Equipment was selected by you based upon your own judgment and has been, or is being, supplied by the Dealer. We have acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from us. You agree to pay us each Lease Payment and all other amounts that become due and payable under this Lease. The first Lease Payment is due twenty (20) days after the invoice date on that invoice and each subsequent Lease Payment is due on the same date each month thereafter, whether or not we invoice you. Payment of other amounts payable under this Lease, which may include charges you, Dealer and we agree will be invoiced by us, is due twenty (20) days after the invoice date therefor. If any payment is not paid in full by sixty (60) days after its due date, you will pay a late charge in accordance with the laws of the state of Texas, not to exceed the maximum amount permitted by law. For each dishonored or returned payment instrument, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any payment instrument will not reduce your obligations or affect our rights.
- Equipment and Software.** Equipment may contain or have software delivered with it. You agree that as to software only that (a) you will execute a separate license agreement with the Dealer or a third party for such software, and (b) we have no responsibility whatsoever for any such software or license agreement under this Lease. You agree the Equipment (including software) is for your business use in the United States (including its possessions and territories) will not be used for personal, household or family purposes and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.
- Non-Cancellable Lease.** THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF DEALER, ANY THIRD PARTY OR US.
- Lease Term.** The Initial Lease Term, which is indicated above or identified in any attached Equipment Schedule, commences on the Inception Date. If, during the Initial Lease Term, you enter into a new lease for upgraded or replacement equipment that incorporates the remaining payments under this Lease and the new lease is subsequently terminated, we may reinstate this Lease.
- Payment of Fixed Purchase Amount.** At the end of the Initial Lease Term, provided that you are not in default hereunder and amounts due under this Lease have been paid in full, you have the option to purchase the Equipment for one-dollar (\$1.00).

Approved by Commissioners' Court  
on 5-6-14 RW

Zimbra

evangelina.garcia@co.hidalgo.tx.us

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**RE: Dahill Agreement**

---

**From :** Steve Crain <scrain@atlashall.com> Fri, Apr 25, 2014 06:51 AM  
**Subject :** RE: Dahill Agreement  
**To :** 'Evangelina Garcia'  
<evangelina.garcia@co.hidalgo.tx.us>

The revised contract is fine.

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]  
**Sent:** Thursday, April 24, 2014 5:39 PM  
**To:** Steve Crain  
**Cc:** Martha L. Salazar  
**Subject:** Fwd: Dahill Agreement

Mr. Crain:

As requested, here's the revised agreement by Dahill, section 14 for your review and approval as to form.

Thank you

---

**From:** "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>  
**To:** "Steve Crain" <scrain@atlashall.com>  
**Sent:** Thursday, April 24, 2014 11:45:43 AM  
**Subject:** Re: Dahill Agreement

Ok, will advise the vendor...thank you Mr. Crain.

---

**From:** "Steve Crain" <scrain@atlashall.com>  
**To:** "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>  
**Sent:** Thursday, April 24, 2014 11:44:07 AM  
**Subject:** RE: Dahill Agreement

The agreement needs a Commitment of Current Revenues clause.

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]  
**Sent:** Thursday, April 24, 2014 11:29 AM  
**To:** Steve Crain  
**Cc:** Darlene H. Betancourt; Martha L. Salazar  
**Subject:** Dahill Agreement



**SALES ORDER**

Austin 512-836-2100 • Houston 713-329-9999  
 Bryan/C College Station 979-774-2200 • Laredo 956-724-8188  
 Corpus Christi 361-289-0900 • San Antonio 214-805-8200  
 Harlingen 956-425-3010 • El Paso 915-895-2250

Page: 1 of 1

**00052681**

SHIP TO	BILL TO
<b>Customer Name</b> HIDALGO SHERIFFS OFF	<b>Customer Name</b> HIDALGO SHERIFFS OFF
<b>Address</b> 711 El Cibolo Rd. Edinburg, TX 78541	<b>Address</b> P.O. Box 1228 Edinburg, TX 78541
<b>Point of Contact</b> Myra Montoya	<b>Contact Phone Number</b> Phone: 956 393 6024

<b>Order Date/Cust PO#:</b> 3/7/2014 /	<b>Rep:</b> Baldo Gonzalez	<b>Meter Read:</b>	<b>Install Date:</b>	<b>Pickup Date:</b>
---	-------------------------------	--------------------	----------------------	---------------------

- IT INSTALL
- SURVLY
- IN-HOUSE DEMO
- ON SITE IT
- STAIRS
- ELECTRICAL

- LEASE RETURN
- SHIP IN
- EXCHANGE
- RENTAL RETURN
- NATIONAL ACCOUNT/RETURN
- TRADE-IN
- LOANER
- DEALER SPLIT

**Shaded Areas for In-House Use Only**

N - New, R - Refurbished

**EQUIPMENT AND ACCESSORIES** (See Equipment List for Complete Breakdown of Models and Accessories)

Qty	Product Number/Model/Description	N/R	Serial No.	Equipment ID.	Meter	Price
3	5875APT2 - HCDE					Incl
	702P0113-BILLING IMPRESSION MODE					Incl
	097S04478-INITIALIZATION KIT					Incl
	097S04536-Office Finisher, 2000 sheet capacity with 50 s					Incl
	498K10270-3 HOLE PUNCH					Incl
3	5855APT2 - HCDE					Incl
	702P0113-BILLING IMPRESSION MODE					Incl
	097S04475-INITIALIZATION KIT					Incl
	097S04536-Office Finisher, 2000 sheet capacity with 50 s					Incl

Comments: HCDE Contract

<b>Customer Acceptance</b> <i>Ramon Garcia</i>	<b>Title</b>	<b>Date:</b>	<b>Credit Approval</b>	<b>Date</b>	<b>Sub-Total</b>	<b>N/A</b>
<b>Account Manager</b> <i>Balbo J...</i>	<b>Date</b> 3-7-14	<b>Manager Approval</b>	<b>Date</b>	<b>TOTAL</b>	<b>N/A</b>	

By signing this Sales Order, you agree that you have read and agree to be bound by the Additional Terms & Conditions on the reverse side.

Approved by Commissioners' Court  
 on 5-6-14 RD



A Xerox Company

Austin 512-836-2100  
 Corpus Christi 361-289-0900  
 Harlingen 956-425-3010  
 Laredo 956-724-8188

Bryan 979-774-2200  
 El Paso 915-595-2250  
 Houston 713-329-9909  
 San Antonio 210-805-8200

**Maintenance Agreement** *Shaded areas for in-house use only*

Order Date <b>3-7-14</b>	Effective Date	Customer No.	Lease No. <b>00236666</b>	PO No.
Service Location:		Bill To:		
Name: <b>Hidalgo Co. Sheriff's Dept (Admin Off)</b>		Name: <b>*same*</b>		
Address: <b>711 E Cibola Rd.</b>		Address:		
City/State/Zip/County <b>Edinburg, TX 78541 Hidalgo</b>		City/State/Zip/County		
Contact: <b>Myra Montoya</b>	Phone: <b>956-393-6024</b>	Contact:	Phone:	
Hours of Operation: <b>8:5M-F</b>	Fax: <b>956-393-6027</b>	Email address: <b>myra.montoya@hidalgocounty.org</b>		
<b>Model</b>	<b>Serial No.</b>	<b>Equip ID</b>	<b>Start Meter</b>	
<b>5855APT</b>				
<b>5855APT</b>				
<b>5855APT</b>				
<b>5875APT</b>				
<b>5875APT</b>				
<b>5875APT</b>				
<b>*Additional Equipment List on Table A</b>				
SPECIAL INSTRUCTIONS: <b>M/A will stay same term of lease 48 months; staples are covered on M/A. No Handling Charges.</b>				
<b>MAINTENANCE PRICING: Includes parts, toner, labor and travel, unless stated otherwise</b>				
<b>MAINTENANCE MONTHLY BASE:</b>				
<input checked="" type="checkbox"/> Included in Lease Agreement		<input type="checkbox"/> Billable Monthly \$ _____		
MFP:		COLOR QUBE:		
Included # of Impressions:	Overage Rate:	Included # of Impressions:	Overage Rate:	
Black <b>1,500,000 per year</b>	<b>\$0.0045 each</b>	Meter 1 _____	\$ _____	
Color _____	\$ _____	Meter 2 _____	\$ _____	
		Meter 3 _____	\$ _____	
<b>Electrical Requirements:</b>				
Sole Use Circuit		Dedicated Line		Special:
<b>ALL OVERAGES BILLED QUARTERLY</b>				
<input type="checkbox"/> Automated Meter Collection		<input type="checkbox"/> Manual Meter Collection		
APPROVALS: By signing below, you accept all terms and conditions of the contract, listed above and on reverse of agreement.				
Customer Signature: <b>Ramon Marcia</b>		Account Manager: <b>[Signature]</b>		Date: <b>3-7-14</b>
Title:	Date:	Credit Approval Signature: <b>[Signature]</b>		Date:
Dahill Acceptance:		Title:		Date:

per-image charges by a reasonable amount in order to account for any increased costs of the Supplier in providing covered service parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, whether performed prior to or after the Commencement Date, and You agree to pay Our costs in connection therewith. If the Equipment includes any software (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property. Without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. **LOSS; DAMAGE; INSURANCE.** You shall, at all times during this Agreement, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee," and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as "additional insured." You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof") within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. **ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the New Owner any claim, defense or offset You may have against Us.

10. **TAXES AND OTHER FEES.** The parties hereto contemplate that the Equipment will be used for a governmental purpose and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of any Equipment is found to be subject to taxation in any form (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income) You will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied with respect to the Equipment, as well as all levies, assessments, license and registration fees and other governmental charges relating to this Agreement and/or the Equipment (collectively, with such taxes, "Governmental Charges"). You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a processing fee in the amount set forth on Page 1 to cover Our investigation, documentation and other administrative costs in originating such transaction. You also agree to pay Us a fee, in accordance with Our current fee schedule, which may change from time to time, for additional services We may provide to You at Your request during the term of this Agreement. You agree that the fees set forth in this Agreement may include a profit.

11. **DEFAULT.** You will be in default hereunder if You (1) fail to pay any amount due hereunder within 15 days of the due date, (2) breach or attempt to breach any other term, representation or covenant set forth herein or in any other agreement between You and Us, (3) die (if You are an individual), go out of business or commence dissolution proceedings, (4) become insolvent, admit Your inability to pay Your debts, make an assignment for the benefit of Your creditors (or enter into a similar arrangement), file (or there is filed against You) a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (5) suffer an adverse change in Your financial condition and, as a result thereof or for any other reason, We deem Ourselves insecure. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to return the Equipment pursuant to Section 12 below, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, an amount equal to the sum of (i) all Minimum Payments and other amounts then due and past due, (ii) all remaining Minimum Payments for the remainder of the Term, (iii) the residual value of the Equipment estimated by Us at the inception of this Agreement (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) Time-Value Interest on the amounts specified in clauses "i," "ii" and "iii" above from the date of demand to the date paid, and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due") and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency, subject, however, to Section 14 below and to any other requirements of applicable law. Any delay or failure to enforce Our rights under this Agreement shall not constitute a waiver thereof. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within any Equipment returned to Us or repossessed by Us. The remedies set forth herein are cumulative, are in addition to any other remedies provided for by applicable law, and may be exercised concurrently or separately.

12. **RETURN OF EQUIPMENT.** If You are required to return the Equipment under this Agreement, You shall, at Your expense, promptly upon demand, send the Equipment to any location(s) that We may designate and pay Us a handling/restocking fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7 above). If the Equipment is not received within 15 days of the date of demand, You agree to continue paying Minimum Payments and all other amounts due hereunder until the Equipment is received by Us.

13. **APPLICABLE LAW; SEVERABILITY.** This Agreement shall be governed by the laws of the State in which You are located. You and We hereby waive Your and Our respective rights to a trial by jury in any legal action. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. **NON-APPROPRIATION OF FUNDS.** You hereby represent, warrant and covenant to Us that: (a) You intend subject only to the provisions of this Section 14, to remit to Us all sums due and to become due under this Agreement for the full Term, (b) Your governing body has appropriated sufficient funds to pay all Minimum Payments and other amounts due during Your current fiscal period, (c) You reasonably believe that legally available funds in an amount sufficient to make all Minimum Payments for the full Term can be obtained; and (d) You intend to do all things lawfully within Your power to obtain and maintain funds from which Minimum Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Your governing body. In the event Your governing body fails to appropriate sufficient funds to pay all Minimum Payments and other amounts due and to become due in Your next fiscal period, You may, subject to the terms hereof, terminate this Agreement as of the last day of the fiscal period for which appropriations were received (an "Event of Non-appropriation"). You agree to deliver notice of an Event of Non-appropriation at least 30 days prior to the end of Your then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation and to return the Equipment pursuant to Section 12 on or before the effective date of termination. You and We understand and intend that Your obligation to pay Minimum Payments and other amounts due under this Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Your creation of indebtedness, nor shall anything contained herein constitute a pledge of Your general tax revenues, funds or monies.

15. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS.** In addition to the other representations, warranties and covenants made by You as set forth in this Agreement, You hereby represent, warrant and covenant unto Us that: (a) You have the power and authority under applicable law to enter into this Agreement and the transactions contemplated hereby and to perform all of Your obligations hereunder, (b) You have duly authorized the execution and delivery of this Agreement by appropriate official action of Your governing body and You have obtained such other authorizations, consents and/or approvals as are necessary to consummate this Agreement, (c) all legal and other requirements have been met, and procedures have occurred, to render this Agreement enforceable against You in accordance with its terms, and You have complied with such public bidding requirements as may be applicable to this Agreement and the transactions contemplated hereby, (d) upon Our request, You will provide Us with a copy of Your current financial statements within 150 days after the end of each fiscal period, and (e) unless and until this Agreement is terminated in accordance with Section 14 above, You shall provide to Us, no later than 10 days prior to the end of each fiscal period, with current budgets or other proof of appropriation for the ensuing fiscal period, and such other financial information relating to Your ability to continue the Agreement, as We may request. You hereby acknowledge that each of the representations, warranties and covenants made by You in Sections 14 and 15 and elsewhere in this Agreement are being materially relied upon by Us in entering into this Agreement.

16. **INTERIM RENT.** As you will have possession of the Equipment from the date of its delivery to You, You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Minimum Payment prorated on a 30-day calendar month and will be added to Your first invoice.

17. **MISCELLANEOUS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed or copied signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

BY SIGNING BELOW, CUSTOMER KNOWLEDGES RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON ALL PAGES.

<b>Lessee:</b> By: <input checked="" type="checkbox"/> <u>Bramon Harris</u> Date: ___/___/___ Print name: _____ Title: _____ Attest: <input checked="" type="checkbox"/> <u>[Signature]</u> Title: <u>County Clerk</u>	Accepted by DAHILL, INC. By: _____ Date: ___/___/___
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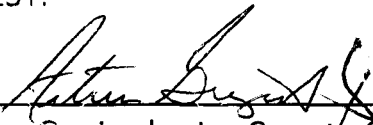
Approved by Commissioners' Court  
 5-6-14 RD

AI#44320

"DAHILL INDUSTRIES-CONTRACT #13/051DG-02"

APPROVED BY COMMISSIONERS COURT: **MAY 6, 2014**

ATTEST:

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

**APPROVED**

AI-44320

Purchasing Department 9. C.

CC CONSENT

Meeting Date: 05/06/2014

Date:

Submitted For: Hon. J.E.  
Guerra, HC  
Sheriff

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

## CAPTION

**Hidalgo County Sheriff's Office-Jail and Administration Divisions:**

Requesting authority to enter into a new 48-month (capital) lease copier agreements for Hidalgo County Sheriff's Office-Jail and Administration Divisions through Hidalgo County's membership/participation with Harris County Department Of Education (HCDE) Choice Partners awarded vendor, Dahill Industries with Contract #13/051DG-02 as follows:

Req. #	Location Site	Model	Monthly Lease	Monthly Service Plan
253915	Jail/Classifications	Xerox W5855APT	\$140.16	\$84.15
253918	Jail/Infirmary	Xerox W5855APT	\$140.16	\$84.15
253920	Jail/Kitchen	Xerox W5855APT	\$140.16	\$84.15
253922	Jail/Records	Xerox W5855APT	\$140.16	\$84.15
253923	Jail/Releasing Hall	Xerox W5855APT	\$140.16	\$84.15
253925	Jail/Administration	Xerox W5855APT	\$140.16	\$84.15
253928	Jail/P.I.	Xerox WC3615DN	\$35.08	\$17.30
253913	Adm./Executive Office	Xerox W5855APT	\$140.16	\$97.50
253924	Adm./Budget Office	Xerox W5855APT	\$140.16	\$97.50
253926	Adm./Civil & Warrants	Xerox W5855APT	\$140.16	\$97.50
253916	Adm./Patrol Squad	Xerox W5875APT	\$184.98	\$80.00
253921	Adm./CID	Xerox W5875APT	\$184.98	\$80.00
253929	Adm./Academy	Xerox W5875APT	\$184.98	\$80.00

**NOTE:**

Model Xerox W5855APT-B/W Impressions @ \$.0045 each, effective upon approval.

Model Xerox W5875APT-B/W Impressions @ \$.0040 each, effective upon approval.

Model Xerox WC3615DN-B/W Impressions @ \$0.01 each, effective upon approval.

**BACKGROUND**