

**Requisition
HIDALGO COUNTY JAIL**

Req # 00373600

PO #

Date: 06/07/18

Bill To:

Vendor : 262455

GLOBAL OPERATIONS TEXAS LP
D/B/A 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: SILVIA LOZANO
956-393-6024

Contract No: CHOICE PARTNERS 13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNERS 13/051DG-02 TRADE IN FOR SERIAL # A2T194562 NEW 48 MONTH LEASE FOR COPIER LOCATED IN JAIL PUBLIC INFORMATION DO NOT DUPLICATE ORDER		
5.00	MONTH	BASE: XEROX VERSALINK B405DN WITH EXTRA TRAY AND STAND	23.41	117.05
5.00	MONTH	TRAY	7.24	36.20
5.00	MONTH	STAND	6.75	33.75
5.00	MONTH	MONTHLY MAINTENANCE TO INCLUDE ALL PARTS, LABOR, SERVICE, TONER AND SUPPLIES	30.00	150.00
1.00	LOT	INCLUDES 120,000 POOLED MONTHLY IMPRESSIONS FOR ALL JAIL DEVICES. OVERAGE RATE B/W @ \$.005. ALL COLOR IMPRESSIONS @ \$.04	50.00	50.00
		<u>Account No</u>	<u>Encumbrance</u>	
		8-1100-423-21-280-002-0-430	150.00	
		8-1100-423-21-280-002-0-610	50.00	
		8-1100-423-21-280-002-0-780	187.00	
			Freight	.00
			Total	387.00

Authorized By: _____

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		8-1100-423-21-280-002-0-780	187.00	
			Freight	.00
			Total	387.00

Authorized By: _____

Close

Reply

Reply to All

Forward

Delete

Spam

Actions



**Re: req: LAW ENFORCEMENT: 373251, 373253, 373255, 373257,
373259, 373260, JAIL 373588, 373589, 373593, 373595, 373596,
373597, 373598 AND 373600**

June 7, 2018 4:15 PM

From: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>

To: "Myra Montoya" <myra.montoya@hidalgoso.org>

Cc: "liza lopez" <liza.lopez@co.hidalgo.tx.us> "betsy roque" <betsy.roque@co.hidalgo.tx.us>

"Silva Lozano 5276" <silvia.lozano@hidalgoso.org>

Myra,

Looks good! APPROVED!

Renán Ramirez
County of Hidalgo, Texas
o: 956-289-7444

From: "Myra Montoya" <myra.montoya@hidalgoso.org>

To: "renan ramirez" <renan.ramirez@co.hidalgo.tx.us>

Cc: "liza lopez" <liza.lopez@co.hidalgo.tx.us>, "betsy roque" <betsy.roque@co.hidalgo.tx.us>,

SALES ORDER - ADDITIONAL TERMS AND CONDITIONS

1. **Equipment.** Dahill ("Seller") agrees to sell, and Buyer agrees to buy, the equipment ("Equipment") set forth on the first page of this Sales Order. This Sales Order (the "Agreement") shall become binding only after it is signed by Seller at its home office. This Agreement is written in plain English. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.
2. **Transfer of Title.** If this is a cash transaction, title shall pass to you when the cash transaction is paid in full. If the sale is funded by a finance lease transaction, title shall pass to the leasing company when the sale's transaction is funded. Buyer acknowledges that until such time that this transaction is paid in full, Seller continues to own the Equipment and hereby grants, to the extent necessary for Seller to protect its ownership interest, a security interest in (a) the Equipment (to the extent of your interests in the Equipment), (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money received (and an assignment to receive money), from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Agreement is modified in any way. You hereby irrevocably appoint Seller (or Seller's agents) as your true and lawful attorney in fact to affix your signature to any UCC financing statements prepared and filed by, or on behalf of Seller and Buyer authorizes Seller (or Seller's agents) to file at any time and from time to time all appropriate or desirable financing statements, amendments and continuation statements which shall have the same force and effect as if you had signed such financing statements. Upon Seller's request, Buyer agrees to sign the financing statements in order for Seller to publicly record its security interest. This Agreement, or a copy of it, shall be sufficient to operate as a financing statement and it may be filed as such in any jurisdiction in order to perfect Seller's security interest. Upon Seller's request, Buyer agrees to promptly provide Seller with all information necessary to enable Seller to perfect such filing.
3. **Statement of Work.** This "Statement of Work" defines the scope of the services to be provided in the delivery and installation of the Equipment. Seller agrees to perform the following work: (a) remotely install print drivers on up to 5 desktop PCs or a Print Server for the device(s) purchased by the Buyer; and (b) set-up of up to 5 PC's to scan via FTP or SMB or via e-mail if an on-site exchange server is available. Seller is not responsible for the following work: (a) making changes to Buyer's network environment, server operation, or e-mail server; (b) making changes to any server or desktop applications like firewalls or anti-virus software; (c) making any changes not approved by Buyer's external or internal IT department; and (d) installation of any software that is not included with the MFP or printer being installed.
4. **Binding Agreement.** This is a binding agreement and it is non-cancellable. This Agreement is a final sale, and not a sale on approval or on a trial basis. You agree that your obligation to pay Seller under this Agreement is unconditional and independent of (a) approval or disapproval of financing to fund this transaction, (b) any other agreements Buyer has with Seller, and (c) any other agreements Buyer has with anyone else.
5. **Delivery Delays.** Seller shall not be liable for failure to deliver or for delays occasioned by causes beyond Seller's control, including but not limited to, strikes, non-delivery or delays by shippers, carriers, or others, or by accidents, acts of government, or terrorist related acts.
6. **No Warranties.** Other than the obligations set forth herein and any manufacturer warranties that may apply, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO ANY MANUFACTURER WARRANTY THAT MAY EXIST, THE EQUIPMENT IS PURCHASED "AS-IS."
7. **Limitations of Liability.** SELLER SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM, OR RELATED TO, THIS AGREEMENT. BUYER ACKNOWLEDGES AND AGREES THAT IN ENTERING INTO THIS AGREEMENT BUYER DID NOT RELY ON ANY WRITTEN OR ORAL COMMUNICATIONS, REPRESENTATIONS, OR GUARANTEES (INCLUDING BUT NOT LIMITED TO BROCHURES OR PROPOSALS) NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. IN MAKING BUYER'S DECISION TO ENTER INTO THIS AGREEMENT, BUYER AGREES AND REPRESENTS THAT BUYER RELIED ONLY ON BUYER'S OWN INVESTIGATION REGARDING THIS AGREEMENT'S SUBJECT MATTER AND THE INFORMATION CONTAINED HEREIN.
8. **Indemnity.** Until such time that this transaction is paid in full, Buyer agrees to indemnify, defend and hold Seller harmless from any and all claims, demands, activities, suits, allegations, actions, or causes of action arising from or incident, whether directly or indirectly, to any misconduct, negligence, representation, or omission on the part of Seller, or anyone acting on Seller's behalf, in the conduct of its/their duties or any conduct outside the scope of its/their duties which may give rise to liability or potential liability on Seller, its subsidiaries, affiliates, directors, officers, agents, representatives, attorneys, employees, successors or assigns.
9. **Applicable Law; Venue; Jury Waiver.** This Agreement shall be deemed fully executed, performed, governed, and construed in, and under the laws of, the State of Texas. You agree that performance of your payment obligation under this Agreement shall be in San Antonio, Texas. BUYER AND SALE HEREBY WAIVE OUR RIGHT TO A TRIAL BY JURY.
10. **Severability.** If any provision of this Agreement is held unenforceable then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
11. **Merger; Integration.** This Agreement, once accepted by Seller, contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings with respect thereto. This agreement may only be modified by a written document duly exercised by the parties.
12. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
13. **End Agreement.**

Proposed Solution Detail

1. Additional copier in Booking will help reduce bottleneck with multiple agencies.
2. New Technology will ensure you run more efficient with less down time.
3. Color copier will give the added benefit of being able to print flyers in color.
4. We will Control unnecessary color prints with accounting codes.

MULTIFUNCTION SYSTEMS – JAIL - CHOICE PARTNERS 13/051DG	
<i>FIVE (5) New Xerox WorkCentre 5955 MFPs with Office Finishers</i>	Included
<i>TWO (2) New Xerox AltaLinks C8055 Color MFPs with Office Finishers (Admin and Classification)</i>	
<i>ONE (1) New Xerox VersaLink B405DN with Extra Tray and Stand</i>	
SERVICE	
<i>120,000 Monthly B&W Impressions - All Overages @ \$0.005</i>	Included
<i>All Color Impressions at \$0.04</i>	
<i>MFP Monthly Maintenance- Includes all parts, labor, service, toner and supplies. Paper and staples excluded. Pooled for ALL Locations</i>	
TOTAL PROPOSED MONTHLY EXPENDITURE @ 48 MONTHS	<u>\$1,494.89</u>

77.46

# of Units	Model		48 Mo
1	Xerox B405	Base	\$23.41
Cash Price - \$1,436.67		Tray	\$7.24
		Stand	\$6.75
		Service	\$30.00
		TOTAL	\$67.40

# of Units	Model		48 Mo
5	Xerox 5955	Base	\$90.39
Cash Price - \$4,135.34		Finisher	\$3.86
		Service	\$85.56
		TOTAL	\$179.81

# of Units	Model		48 Mo
2	Xerox C8055	Base	\$168.21
Cash Price - \$7,669.75		Finisher	\$17.01
		Service	\$79.00
		TOTAL	\$264.22

Proposed Solution Detail

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MULTIFUNCTION SYSTEMS – JAIL - CHOICE PARTNERS 13/05DG-02	
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ONE (1) New Xerox VersaLink B405DN with Extra Tray and Stand	
SERVICE	
120,000 Monthly B&W Impressions - All Overages @ \$0.005	Included
All Color Impressions at \$0.04	
MFP Monthly Maintenance- Includes all parts, labor, service, toner and supplies. Paper and staples excluded. Pooled for ALL Locations	
TOTAL PROPOSED MONTHLY EXPENDITURE @ 48 MONTHS	\$1,494.89

373600

# of Units	Model		48 Mo
1	Xerox B405	Base	\$23.41
Public Information		Tray	\$7.24
		Stand	\$6.75
		Service	\$30.00
		TOTAL	\$67.40

373593, 373595, 373596, 373597


# of Units	Model		48 Mo
5	Xerox 5955	Base	\$90.39
Kitchen, Records Infirmary Releasing		Finisher	\$3.86
		Service	\$85.56
		TOTAL	\$179.81

373598

Booking

373588
373589

# of Units	Model		48 Mo
2	Xerox C8055	Base	\$168.21
Administration Classification		Finisher	\$17.01
		Service	\$79.00
		TOTAL	\$264.22

FILED AT 10:00 O'CLOCK  A Xerox Company
 JUL 11 2018
 FURIO GUALARDO, JR. COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 BY _____ DEPUTY

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

Dealer Dahill Office Technology Corporation		Lease Agreement Number	
CUSTOMER INFORMATION			
Full Legal Name HIDALGO COUNTY SHERIFFS OFFICE		DBA	
Billing Address 711 EL CIBOLO RD		City EDINBURG	State TX
Phone 956-383-8114		Contact Name MYRA MONTOYA	Customer PO# (Optional)
		Contact Email MYRA.MONTOYA@HIDALGOSO.ORG	ZIP Code 78541

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 X Ramon Garcia	Date 7/3/18	Federal Tax ID# (Required) 74-6000717	
Print Name Ramon Garcia	Title (Indicate President, Partner, Proprietor, etc.) Hidalgo County Judge		

Accepted By: Dahill Office Technology Corporation		Name and Title	Date
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TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "we," "us" and "our" means Dahill. "Party" means you or us, and "Parties" means both you and us. "Dealer" means the entity identified in "Dealer Name" on any Lease Schedule related to this Lease or on any Dahill-approved form of purchase order in lieu thereof (collectively, "Schedule"). "UCC" means the Uniform Commercial Code of the State of Texas (Tex. Bus. & Comm. Code §§1.101 et. seq.). "Equipment" means the items identified in "Equipment" in any Schedule, together with all attachments, replacements, parts, substitutions, additions, repairs, accessions and accessories incorporated therein and/or affixed thereto and licenses and intellectual property used therewith. "Lease" means this Master Cost Per Copy Agreement. "Excess Charges" means the applicable excess copies and/or prints charges. "Lease Payment" means the Monthly Lease Payment specified in one or more Schedules, which includes the fixed component of maintenance charges and any included images payable to Dealer, the Excess Charges (as applicable), 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.

2. Lease, Payments and Late Payments. We shall acquire and lease to you, and you shall lease from us pursuant to this Lease and any Schedule(s) now or from time to time submitted by you and accepted by us hereunder, Equipment described in each Schedule. Upon the execution of a Schedule, the terms and conditions contained herein, including any and all additional or specific terms and conditions, shall apply to that Schedule and shall be incorporated into and have the same force and effect as to that Schedule as though expressly set forth therein. The Lease, the Schedules, all riders and all other documents entered into in connection with the Lease shall be collectively referred to as the "Lease Documents." The Equipment shall be leased for the lease term set forth in each applicable Schedule, subject to the provisions hereof. We may refuse to pay for the Equipment, whether or not the Equipment has been delivered to you, if you fail to execute or cause to be executed, or fail to release or cause to be released, or fail to deliver or cause to be delivered, any documents, instruments or agreements, including but not limited to releases, subordinations, UCC financing statements/searches, good standing certificates, evidence of authority, and landlord's/mortgagee's waivers relating to the Equipment, as reasonably and necessarily required for purposes of such acquisition, and being in form and substance reasonably satisfactory to both you and us. 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. You agree to pay us each Lease Payment and all other amounts that become due and payable under each applicable Schedule. The first Lease Payment is due thirty (30) 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 thirty (30) 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 Texas Government Code 2251.024 of the Texas Government Code or its successor, 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.

3. 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.

4. Non-Cancellable Lease. Neither this lease nor any related schedule can 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 under this lease, 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.


5. Lease Term. The Initial Lease Term, which is indicated in any related Schedule, commences on the Inception Date. If, during the Initial Lease Term, you enter into a new Schedule for upgraded or replacement equipment that incorporates the remaining payments under the original Schedule, and the new Schedule is subsequently terminated, we may reinstate the original Schedule.

6. Payment of Fixed Purchase Amount. At the end of any Initial Lease Term set forth in a Schedule, provided that you are not then in default thereunder, and amounts due thereunder have been paid in full, you have the option to purchase the Equipment under such Schedule for the amount shown in such Schedule.

7. Equipment Delivery and Maintenance. Equipment (including software) will be delivered to you by the Dealer at the location specified above or in a Schedule, and with prompt notice to us may be moved by you to any other school, site, facility or premises of yours. Equipment (including software) may not be moved to another location not described in the prior sentence without first obtaining our written consent. You shall permit us to inspect Equipment and any maintenance records relating thereto during your normal business hours, upon reasonable notice and in accordance with applicable law as well as your reasonable rules and regulations relating to visitors to sites where students are present. Dealer has agreed to provide full service maintenance during normal business hours, including all toner, developer and parts necessary to produce images and or prints pursuant to a separate maintenance agreement. You must purchase copier paper separately. You acknowledge that we are not responsible for any such service, repair or maintenance of the equipment, that we are not a party to any service maintenance agreement that you may have entered into with the dealer, and that payments hereunder must continue unabated, as per section 4 hereof, regardless of dealer's performance. You understand we are only acting as administrator for the Dealer with respect to the billing and collecting of the maintenance charges, including images if applicable, and Excess Charges included in the Lease Payments. In no event will we be liable to you for any breach by the Dealer of any of its obligations to you. Any delivery of the Equipment by you to us required by this Lease shall be only to a reasonable location within the State of Texas.

8. Equipment Ownership, Labeling and UCC Filing. To the extent permitted by applicable law, title to, and ownership of, the Equipment passes to you upon delivery thereof and you grant us a first priority security interest in the Equipment (including software) and all proceeds thereof in order to secure your performance of this Lease. You agree to keep the Equipment (including software) free from any liens or encumbrances and to notify us if there is a change in the jurisdiction of your organization. We may label the Equipment to identify our interest in it. You authorize us to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment..

9. Assignment. You may not assign, sell, pledge, transfer, sublet or part with possession of the equipment (including software), this lease or any of your rights or obligations under this lease or any schedule (collectively "assignment") without our prior written consent. If we agree to an Assignment, you agree to pay the applicable assignment fee and reimburse us for any costs we incur in connection with that Assignment. We may sell, assign or transfer all or any part of the Equipment, this Lease, any Schedule(s) and/or any of our related rights or obligations thereunder. For the express and limited purpose of pledging, assigning, hypothecating, mortgaging, transferring, securitizing, granting participation(s) in, or otherwise disposing of this Lease or any Schedules hereunder, whether as chattel paper or otherwise, each Schedule designated as an original, together with a certified copy of this Lease, shall

APPROVED BY
 COMMISSIONERS' COURT
 ON: 7/3/18 

constitute a separate Lease for such purposes. Our assignee will have the same rights (but none of the obligations) that we have to the extent assigned and you agree not to assert against such assignee any claims, defenses, counterclaims, recoupments, or set-offs that you may have against us. You agree and acknowledge that any Assignment by us will not materially change your obligations under this Lease.

- 10. Taxes.** You are a tax-exempt entity, and have provided proof thereof to us. In the event you ever lose your tax-exempt status during the term of this Lease, you will be responsible for all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on the Equipment (including software), this Lease, any Schedule, or the amounts payable under this Lease or any Schedule (collectively, "Taxes"), which will be included in our invoice to you unless you timely provide proof of re-establishment of your tax exempt status. If, in such a situation, Equipment (including software) is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize us to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise.
- 11. Liability.** Since we are merely financing the equipment at your request and have no involvement in the design, manufacture, configuration, sale, delivery, installation, maintenance or use, we are not responsible for any losses, damages or injuries of any kind or type, including, but not limited to, any special, indirect, incidental, consequential or punitive damages, to you or any third party caused by the equipment (including software) or its use, whether arising from tortious conduct (including negligence) or under any other legal or equitable theory.
- 12. Equipment warranty information and disclaimers.** With respect to equipment (including software), we disclaim, and you waive, solely against us, all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, non-infringement and fitness for particular purpose, and we make no representations of any kind or type, including, but not limited to, its suitability, functionality, durability, or condition. We hereby assign to you any warranty rights we have against any dealer or manufacturer with respect to the equipment and, if the equipment is returned to us, such rights are deemed reassigned by you to us.
- 13. Default and Remedies.** You will be in default under this Lease if (1) we do not timely receive any payment and such failure continues for more than ten (10) days after written notice of default from us to you is received, or (2) you breach any other material obligation in this Lease which continues for more than thirty (30) days after written notice of default from us to you is received. If you default, we may, in addition to other remedies (including having the Dealer cease performing Equipment maintenance), require you to promptly return the Equipment (including software) to a location we specify, at your expense, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate that will be in accordance to the laws of the State of Texas covering state agencies and the applicable codes covering political subdivisions; (b) the Lease Payments remaining in the Initial Lease Term (less the fixed maintenance component thereof as reflected on our books and records), discounted at four percent (4%) per annum, and (c) Taxes. If you do not return the Equipment as required above, you agree to pay us the fair market value thereof as of the end of the Initial Lease Term, as determined by us, discounted at four percent (4%) per annum. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by us to enforce this Lease.
- 14. Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment (including software) upon delivery and acceptance, vis-a-vis us. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to us and our assignees, as their interest may appear, and shall be with companies reasonably acceptable to us. In addition, we and our assignees shall be named as an additional insured on such public liability insurance policies. The Required Insurance shall provide for thirty (30) days prior notice to us of cancellation. You must provide us with satisfactory written evidence of Required Insurance within thirty (30) days of the commencement of any Schedule or any subsequent written request by us. If you do not do so, then in lieu of other remedies for default, we in our discretion and at our sole option may (but are not required to) obtain insurance from an insurer of our choosing, which may be an affiliate of ours, in such forms and amounts as we deem reasonable to protect our interests (collectively "Equipment Insurance"). Equipment Insurance will cover the Equipment and us; it will not name you as an insured and may not cover all of your interest in the Equipment and will be subject to cancellation at any time. You agree to pay us periodic charges for Equipment Insurance (collectively "Insurance Charges") that include: an insurance premium that may be higher than if you maintained the Required Insurance separately; a finance charge of up to 1.5% per month on any advances made by us or our agents; and commissions, billing and processing fees; any or all of which may generate a profit to us or our agents. We may add Insurance Charges to the monthly rental charge as additional rent. We shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance. You must promptly notify us of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint us as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at our option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) pay us (i) the Lease Payments remaining in the Initial Lease Term and the Equipment's then determined fair market value as of the end of the Initial Lease Term, both discounted at four percent (4%) per annum, and (ii) Taxes, if any.
- 15. Customer Purchase Order.** If a purchase order or other document is issued by you, none of its terms and conditions shall have any force or effect as the terms and conditions of this Lease exclusively govern the transaction documented herein. Our failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease.
- 16. Finance Lease.** If this Lease is not characterized as a secured transaction, you and we agree this Lease (including each Schedule) is a "finance lease" governed by UCC Article 2A.
- 17. Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Lease and each Schedule, that the individual signing this Lease and each Schedule on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. By having your authorized representative sign this Lease and each Schedule, you agree to furnish publically-available financial information that we may request now and in the future, including your tax identification number, and you authorize us to obtain credit reports on you now and in the future.
- 18. Original Document.** You agree that an executed copy of this lease that is signed by your representative and by our representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by us and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this lease and/or any schedule constitutes chattel paper (as defined in the UCC), no security interest therein may be created except by the possession or transfer of the copy marked "original" by us. neither this lease nor any schedule may be amended or supplemented except in a written agreement signed by authorized representatives of the parties and no provisions can be waived except in a writing signed by us.
- 19. Jurisdiction, Venue.** This lease and each schedule are governed by, and shall be construed in accordance with, the laws of the state of Texas (without regard to conflict of law principles that would otherwise require application of laws of another jurisdiction). The jurisdiction and venue of any action to enforce this lease, or otherwise relating to this lease, shall be in a federal or state court where the equipment is located, and you and we both hereby consent to personal jurisdiction and venue in such courts.
- 20. Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. The Lease Documents constitute the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided above and notices to us shall be sent to our address provided above. Notices will be deemed given five (5) days after mailing by first class mail or two (2) days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the terms hereof pertaining to notices. You authorize us to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us; provided, however, that the same is immediately followed by written notice by mail or courier. You reserve, and do not waive, your rights of sovereign immunity and similar rights and your rights under the Texas Tort Claims Act. No provision of any Lease Document that imposes an obligation or restriction on you not permitted by applicable law shall be enforceable. Records relating to this Lease may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code. Notwithstanding anything herein or therein to the contrary, any provision of any Lease Document permitting or requiring discretion, consent, or approval by you will be deemed to require that the same be exercised reasonably and in good faith. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. We will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you.
- 21. Non-Appropriation.** You may, without penalty, terminate this Lease or any Lease Schedule at the end of any budget period of you occurring during the term of this Lease, if funds for this Lease or such Lease Schedule during the succeeding budget period have not been appropriated, despite good faith efforts to do so. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment or other amount due hereunder for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate).

Managed Document Services Agreement

Shaded areas for in-house use only



Order Date:	Contract No:	Customer No:	Effective Date:	SK Trans #
Service Location: <input type="checkbox"/> Multiple Locations (use Location Schedule)			Bill To:	
Name: HIDALGO COUNTY SHERIFFS OFFICE			Name:	
Address: 711 EL CIBOLO RD			Address:	
City/State/Zip/County EDINBURG, TX 78541			City/State/Zip/County	
Contact: MYRA MONTOYA	Phone: 956-383-8114	Contact:	Phone:	
Hours of Operation: 8-5	Email address: MYRA.MONTOYA@HIDALGOSO.ORG	Email address:		
See corresponding schedule(s) for included equipment				
SPECIAL INSTRUCTIONS:				
DAHILL RECONCILE BLACK ANNUALLY AND COLOR QUARTERLY / NO SHIPPING CHARGES / STAPLES INCLUDED IN MA / SERVICE RATE FIXED FOR 48 MONTHS				
PROGRAM: Includes all service and supplies; paper and staples are excluded.				
One Rate Pools				
Office A3 (OA3)	Included Pages _____	Overage _____	Office A4 (OA4)	Included Pages _____
			Desktop (DSK)	Included Pages _____
				Overage _____
Unlimited Program (A3/A4)			Other	
Unlimited B&W (UBW)	# of Units _____			
Production Pools				
Color	B&W Allowance _____	Overage _____	B&W (PBW)	Allowance _____
(PC)	Color Allowance _____	Overage _____	Specialty Finishing (SF)	Allowance _____
Volume Based (VB) <input checked="" type="checkbox"/> MFP	B&W Allowance 120,000	Overage \$0.005	Color Allowance -	Overage \$0.04
<input type="checkbox"/> MPS	B&W Allowance _____	Overage _____	Color Allowance _____	Overage _____
<input type="checkbox"/> OOG <input type="checkbox"/> PPO	B&W Allowance _____	Overage _____	Color Allowance _____	Overage _____
PROGRAM MONTHLY BASE:				
Term: 48	Monthly Service Rate: _____	<input checked="" type="checkbox"/> Included in Lease Agreement	<input type="checkbox"/> Billable Monthly \$ _____	
APPROVALS: By signing below, you accept all terms and conditions of the contract, listed above and on reverse of agreement.				
Customer Signature: <i>Ramon Garcia</i>	Account Manager: <i>[Signature]</i>	Date: 7/9/18		
Title: Hidalgo County Judge	Date: 7/31/18	Credit Approval Signature: <i>[Signature]</i>	Date:	
Dahill Acceptance:	Title:	Date:		

DEVICE SCHEDULE

Location #	Location Description	Pool	Model	Serial/ID#*

APPROVED BY

*if available

COMMISSIONERS' COURT
ON: 7/31/18 *[Signature]*



FILED	
AT <u>10:00</u>	O'CLOCK <u>A</u> M
JUL 11 2018	
ARTURO GUERRA, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS	
BY <u>[Signature]</u>	DEPUTY

Trade-In Addendum

HIDALGO COUNTY SHERIFFS OFFICE ("Customer"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells and transfers to Dahill Industries, ("Buyer"), the following described property (the "Equipment"):

XEROX 3615 A2T194562 AND (6) XEROX 5855 EX7418566/EX7418664/EX7418776/EX7419532/EX7419553/EX7420399

(Description of Equipment)

Customer warrants that it is the lawful owner in every respect of all the Equipment and all of such Equipment is free and clear of any and all liens and encumbrances. Customer and its successors and assigns shall warrant and defend the title to all of the Equipment to Buyer and its successors and assigns forever against every person lawfully claiming all or any interest in the Equipment. Customer and its successors and assigns hereby indemnify and agree to hold buyer harmless from and against any and all costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from any breach or inaccuracy of any covenant or warranty of Customer hereunder.

EXECUTED the _____ day of _____, 20__.

CUSTOMER

Company Name: HIDALGO COUNTY SHERIFFS OFFICE

By: Ramon Garcia

Title: HON. RAMON GARCIA
Hidalgo County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/18 [Signature]

Master Lease Schedule - Cost Per Copy

Lease Agreement #		Dealer Name:			
LESSEE INFORMATION					
Full Legal Name HIDALGO COUNTY SHERIFFS OFFICE			DBA		
Billing Address 711 EL CIBOLO RD		City EDINBURG		State TX	ZIP Code 77805
Phone 956-383-8114	Contact Name MYRA MONTOYA	Contact Email MYRA.MONTOYA@HIDALGOSO.ORG		Lessee PO# (Optional)	
EQUIPMENT					
Quantity	Model and Description	Quantity	Model and Description		
2	XEROX C8055				
5	XEROX 5955				
1	XEROX B405				
Equipment Location (if different from Billing Address)					
TERM AND PAYMENT		IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED
Term (in months): <u>48</u> plus the interim Period, if any		B&W	120,000	\$0.005	
		Color	-	\$0.04	
Monthly Lease Payment: \$ ^{\$1494.89} plus applicable charges & taxes		Everyday Color			N/A
		Color Level 2			N/A
		Color Level 3			N/A
LESSEE ACCEPTANCE					
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH HEREIN AND ON PAGES 1 AND 2 OF THE LEASE.					
Authorized Signer X <i>Ramon Garcia</i>		Date		Federal Tax ID # (Required) <u>74-600717</u>	
Print Name <i>HON. RAMON GARCIA</i>		Title (indicate President, Partner, Proprietor, etc.) <i>Hidalgo County Judge</i>			
LESSOR ACCEPTANCE					
Accepted By: Dahill Office Technology Corporation		Name and Title		Date	
TERMS & CONDITIONS					

Pursuant to that Master Lease Agreement Number indicated above ("Lease") between you and Dahill, the terms and conditions of which are fully incorporated into this Schedule, you hereby (a) authorize Dahill to order for lease to you the equipment described above ("Equipment"), (b) agree to lease such Equipment from Dahill effective the Inception Date for the Term specified above, and (c) agree to pay Dahill the Lease Payments in the amounts and at the times specified above for each item of Equipment. This Schedule is attached to and constitutes a part of the Lease and all of the terms used herein which are defined in the Lease shall have the same meaning as so defined.

APPROVED BY
 COMMISSIONERS' COURT
 ON: 7/3/18 *me*



Choice Partners purchasing cooperative offer quality, legal procurement and contract solu to meet government purchasing requirement We also meet all of the EDGAR requirements



Member Login

Vendor Login

877.696.2122

Home

About Us

Members

Vendors

Services

Bidders/RFPs

Vendors

Available Contracts

Dahill

Print Info.

Dahill

Contract Category: Copiers and Printers

Contract Number: 13/051DG-02

Contract Terms:

Initial Award Date: August 20, 2013
1st Renewal Start Date: August 20, 2014
2nd Renewal Start Date: August 20, 2015
3rd Renewal Start Date: August 20, 2016
4th Renewal Start Date: August 20, 2017
Current Expiration Date: August 19, 2018
Renewal Options Remaining: 0

Contract Partner: Dahill



Contract Partner Web Site:
<http://www.dahill.com>

Approved Market Area: National

CP Contract Manager:

Kristi Dion
kristi@choicepartners.org
713-696-1337

APPROVED PRODUCT OR SERVICE:

Printing and Copying Services

Copiers and Printers

HUB Status: No

MWBE Status: No

SBE Status: No

ABOUT THIS PARTNER:

Dahill is a wholly owned subsidiary of Xerox Corporation, a \$22 billion dollar American company that invented the photocopier and pioneered this industry. It's a combination that provides your business with the substance and credibility of a worldwide corporation with the trustworthiness and reliability of a locally owned company. Dahill's local autonomy and leadership enables Dahill to be your single-source solution for every facet of document imaging.

For over 28 years, Dahill has provided superior document management hardware and software solutions to businesses throughout Texas. Headquartered in San Antonio, Dahill represents the industry's leading document imaging companies offering a range of products. Our product portfolio includes Xerox MFP's and printers, Brother MFP's and printers, Riso duplicators and high speed ink jet printers, KIP and Epson wide format printers, Sharp interactive white boards, 3D printer systems and other Technology Solutions.

To see contract information details, please login.

If you are a **Member**, [please login here](#).



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Dahill Office Technology Corporation
 San Antonio, TX United States

Certificate Number:
 2018-369365

Date Filed:
 06/18/2018

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

Date Acknowledged:

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

Copier Goods and Services
 Req. No.'s 373600, 373588, 373589, 373593, 373595, 373596, 373597 and 373598

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Garza, Bonnie	San Antonio, TX United States		X
	Chervinskis, Stephen	San Antonio, TX United States		X
	Stall, William	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is William Stall, and my date of birth is April 06, 1950.

My address is 8200 IH 10 West Ste. 400, San Antonio, TX, 78230, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 18 day of June, 20 18.
(month) (year)

William S. Stall
 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-369365

Date Filed:
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Dahill Office Technology Corporation
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4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Garza, Bonnie	San Antonio, TX United States		X
	Chervinskis, Stephen	San Antonio, TX United States		X
	Stall, William	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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


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

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

Signature of authorized agent of contracting business entity
(Declarant)

Zimbra**tanya.delira@co.hidalgo.tx.us**

RE: Hidalgo County Sheriff's Office

From : Chervinskis, Stephen <SChervinskis@dahill.com> Mon, Jun 18, 2018 03:43 PM
Subject : RE: Hidalgo County Sheriff's Office  2 attachments
To : tanya delira <tanya.delira@co.hidalgo.tx.us>

Good Afternoon Tanya,

In regards to the quote for the Sheriff's Office, we are using the upgraded models but honoring the approved pricing. The Xerox 5855 has been replaced by the Xerox 5955 and the Xerox 7855PT has been replaced by the Xerox C8055. If you have any questions, do not hesitate to reach out to me.

Thank you,



A Xerox Company

Stephen Chervinskis

Account Executive

956-283-8800 x20117

SChervinskis@dahill.com

www.dahill.com

From: tanya delira [mailto:tanya.delira@co.hidalgo.tx.us]

Sent: Monday, June 18, 2018 3:30 PM

To: Chervinskis, Stephen <SChervinskis@dahill.com>

Subject: Re: Hidalgo County Sheriff's Office

"tanya delira" <tanya.delira@co.hidalgo.tx.us>

To: "SChervinskis" <SChervinskis@dahill.com>

Cc: "myra montoya" <myra.montoya@hidalgo.org>

Sent: Monday, June 18, 2018 2:20:14 PM

Subject: Re: Hidalgo County Sheriff's Office

Mr. Schervinskis,
Please disregard the request below.


Please call me for the price verification.

Thank you,

Zimbra**tanya.delira@co.hidalgo.tx.us****Re: Price Verification**

From : tanya delira <tanya.delira@co.hidalgo.tx.us>

Tue, Jun 19, 2018 09:43 AM

Subject : Re: Price Verification 6 attachments**To :** Kristi Helton <khelton@hcde-texas.org>Thank you

From: "Kristi Helton" <khelton@hcde-texas.org>**To:** "tanya delira" <tanya.delira@co.hidalgo.tx.us>**Cc:** "Garza, Bonnie" <BGarza@dahill.com>**Sent:** Tuesday, June 19, 2018 6:54:37 AM**Subject:** RE: Price Verification

Tanya,

There is not a pricing list on the website to update. The bid tabulation is what is available and that cannot be changed. I have received permission from Dahill to issue their price list to you (attached).

Thank you,

Please ensure compliance with the contracts and report any PO's using our contracts to ecatalog@hcde-texas.org The contract number should be on all PO's reported.

Make the Right Choice! Choice Partners**Kristi Dion, RTSBA** Contract Manager**Choice Partners, a division of Harris County Department of Education**

Lease Agreement

Global Operations Texas, LP DBA Dahill Industries

Hidalgo County Jail

C.C. Approved July 03, 2018

AI-65407

ATTEST:



Arturo Guajardo Jr., County Clerk

