Sales Tax Exemption

Texas A&M University is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M.

The laws of the State of Texas shall govern this Purchase Order.

Order acceptance instructions:

Vendor guarantees that the products delivered or the services performed as a result of the Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by the Texas A&M’s Department of Procurement Services prior to shipping.

<table>
<thead>
<tr>
<th>Supplier Information</th>
<th>Delivery Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier Name</td>
<td>Delivery Address</td>
</tr>
<tr>
<td>DAHILL</td>
<td>TAMUS Member:</td>
</tr>
<tr>
<td>Address</td>
<td>02-Texas A&amp;M University (02)</td>
</tr>
<tr>
<td>8200 W IH 10 STE 400</td>
<td>Attn:</td>
</tr>
<tr>
<td>SAN ANTONIO, TX 782303808 US</td>
<td>BECKY SIMMONS</td>
</tr>
<tr>
<td>Phone</td>
<td>Vet Med Physiology &amp; Pharm</td>
</tr>
<tr>
<td>+1 210-805-8200</td>
<td>VIDI Bldg #1813</td>
</tr>
<tr>
<td>FOB / FREIGHT</td>
<td>Room</td>
</tr>
<tr>
<td>Destination</td>
<td>305</td>
</tr>
<tr>
<td>Pre-Pay &amp; Add</td>
<td>4466 TAMU</td>
</tr>
<tr>
<td>No</td>
<td>College Station, TX 77843-4466</td>
</tr>
<tr>
<td>Payment Terms</td>
<td>United States</td>
</tr>
<tr>
<td>0, Net 30</td>
<td></td>
</tr>
<tr>
<td>Contract Number - Header</td>
<td>Delivery Information</td>
</tr>
<tr>
<td>HCDE Choice Partners Contract #13/051DG-02</td>
<td>Required Delivery Date</td>
</tr>
<tr>
<td>Contract Number - Line</td>
<td>Shipment Address</td>
</tr>
<tr>
<td>no value</td>
<td>4466 TAMU</td>
</tr>
<tr>
<td>Quote number</td>
<td>College Station, TX 77843-4466</td>
</tr>
</tbody>
</table>

Notes to Supplier

Utilizing HCDE Choice Partners Contract #13/051DG-02.

Shipping Instructions

Note to Supplier
Attachments for supplier
DAHILL AGREEMENT.pdf
Attachment A - Da...
Executed Contract...

PO Clauses

Header 001
No Collect Freight Charges Accepted
Neither COD nor "Collect" freight or handling charges will be accepted.
<table>
<thead>
<tr>
<th>Line No.</th>
<th>Product Description</th>
<th>Catalog No.</th>
<th>Size / Packaging</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 of 6</td>
<td>(FY18) Xerox Altalink C8070. See Attachment A for details &amp; features.</td>
<td>na</td>
<td>MON</td>
<td>315.00 USD</td>
<td>2 MON</td>
<td>630.00 USD</td>
</tr>
<tr>
<td>2 of 6</td>
<td>(FY19) Xerox Altalink C8070. See Attachment A for details &amp; features.</td>
<td>na</td>
<td>MON</td>
<td>315.00 USD</td>
<td>12 MON</td>
<td>3,780.00 USD</td>
</tr>
<tr>
<td>3 of 6</td>
<td>(FY20) Xerox Altalink C8070. See Attachment A for details &amp; features.</td>
<td>na</td>
<td>MON</td>
<td>315.00 USD</td>
<td>12 MON</td>
<td>3,780.00 USD</td>
</tr>
<tr>
<td>4 of 6</td>
<td>(FY21) Xerox Altalink C8070. See Attachment A for details &amp; features.</td>
<td>na</td>
<td>MON</td>
<td>315.00 USD</td>
<td>12 MON</td>
<td>3,780.00 USD</td>
</tr>
<tr>
<td>5 of 6</td>
<td>(FY22) Xerox Altalink C8070. See Attachment A for details &amp; features.</td>
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<td>MON</td>
<td>315.00 USD</td>
<td>12 MON</td>
<td>3,780.00 USD</td>
</tr>
<tr>
<td>6 of 6</td>
<td>(FY23) Xerox Altalink C8070. See Attachment A for details &amp; features.</td>
<td>na</td>
<td>MON</td>
<td>315.00 USD</td>
<td>10 MON</td>
<td>3,150.00 USD</td>
</tr>
</tbody>
</table>

**Total**  
18,900.00 USD

---

**Billing Information**

To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail avendorhelp@tamu.edu.

Invoice must include the PO/Reference number shown above.

---

**Billing Address**

Texas A&M University-
Accounts Payable

***Do Not Mail Invoices***

Email invoices to invoices@tamu.edu

750 Agronomy Road - Suite 3131
6000 TAMU
College Station, TX 77843-6000

United States
Attachment A

Contract Pricing Utilizing HCDE Choice Partners Contract #13/051DG-02

Distributor is: Dahill – A Xerox Company

809 University Drive – East; Suite 100B
College Station, TX 77840

Base Monthly Rate: $315.00

Xerox Alttalink C8070 copier to include the following:

- 70 Pages per Minute Black & White
- 70 Pages per Minute Color
- 1200 x 2400 dpi
- Single Pass Duplex Automatic Document Feeder: 130 Sheets, Speed 139 ipm (duplex); Sizes: 5.5 x 8.5 in. to 11 x 17 in. / A5 to A3
- Bypass Tray: 100 Sheets; Custom Sizes: 3.5 x 3.9 in. to 12.6 x 19 in.
- Tray 1: Custom Sizes: 5.5 x 7.5 in. to 11.7 to 17 in.
- Tray 2: Custom Sizes: 5.5 x 7.5 in. to 12 x 18 in.
- High Capacity Tandem Tray: 3,600 Sheet Total (1,600 & 2,000 Sheets); Size: 8.5 x 11 in. / A4
- Total Paper Capacity 3,140 Sheets
- Postscript 3, PCL6
- 250 Sheet Dual Offset Catch Tray and 100 Sheet Face up Tray
- Offsetting BR Finisher
- 2/3, 2/4 Hold Punching (US, Europe)
- Top Tray: 500 Sheets, Stacker Tray: 3,000 Sheets
- Staple 50 Sheets – Front, Rear, Dual, Four-Position
- Offset and Punch A5 Media
- Requires Vertical Transport Kit (Business Ready)

Dahill Maintenance Includes:

Unlimited Black & White impressions; No Overages for Black & White impression

Color impressions to be billed at $0.05 per impression; billed quarterly

Includes All Parts; Labor; Travel Time; and Supplies (Toner & Staples). Excludes paper

Document Type 9, Group Purchase Section Government Code Title 10, Subtitle D, Sec. 2155.134. Group Purchasing Program.
**Texas A&M University**  
**Department of Contract Administration**  
1102 TAMU  
Purchasing Building #957  
330 Agronomy Road  
College Station, Texas 77843-1182  
Phone 979-845-0099 / Fax 979-862-7130  
contracts@tamu.edu

---

**CONTRACT / AGREEMENT APPROVAL TRANSMITTAL FORM**

| CONTRACT #: | 2018-34740 |
| DELEGATION #: | DIR. PURCH |
| AUTH. SIGNATURE: | PURCH |
| REPOSITORY: |  |
| DATE RECEIVED: | 5-30-18 AP |
| DATE RETURNED: | 6-5-18 AP |

---

**DESCRIPTION OF CONTRACT:**  
Contractor / Other Party: Dahill - A Xerox Company  
Dept. Contact / Email / Phone: Marla Young mayoung@tamu.edu 5-2139

- [x] New Contract
- [ ] Amendment / Modification
- [ ] Renewal / Extension

**CONTRACT TERMS:**  
Contract Period: Begin Date: 06/01/2018  
End Date: 05/31/2023

Contract Value Per:  
- Fiscal Year: $3780.00  
- Total Value: $18900.00

University Funds Required:  
- [ ] NO  
- [x] YES  
If yes, Source of Funds: 02-144007-68000

REQ #: 103750631  
PO #:  

---

**SIGNATURES RECOMMENDING APPROVAL:**  
By signing below you recommend approval of the attached contract and affirm that no conflict of interest exists with Contractor / Other Party.

Marla E Young  
CONTRACT ORIGINATOR  
PRINT NAME  
DATE: 5/29/18

---

DEPARTMENT HEAD  
PRINT NAME  
DATE

COLLEGE DEAN OR UNIT DIRECTOR  
PRINT NAME  
DATE: 6-5-2018

PROCUREMENT SERVICES  
CONTRACT ADMINISTRATION  
PRINT NAME  
DATE: 6-5-18

UNIVERSITY CONTRACTS OFFICER  
DATE

DIVISION VICE PRESIDENT  
DATE

EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER  
DATE

PROVOST  
DATE

PRESIDENT  
DATE

OFFICE OF GENERAL COUNSEL:  
APPROVED FOR LEGAL FORM & SUFFICIENCY  
APPROVED SUBJECT TO THE FOLLOWING CHANGES/COMMENTS

SIGNATURE  
DATE

---

INTERNAL USE ONLY:  
CHECKLIST  
INSURANCE/CIDI  
OGC  
PURS  
TEC FORM  
SRED  
UBIT  
REV COPY

COMMENTS:
Copier Usage Agreement

CUSTOMER INFORMATION
- Customer/Firm Name: The Texas A&M University System
- Address: 4466 TAMU
  City/State/Country: College Station, TX 77843-4466
  Telephone Number: 979-845-7263
- Other Information:

Dahill Office Technology Corporation
- Address: 2700 Earl Rudder Freeway South Ste. 2800
  City/State/Country: College Station, TX 77845

EQUIPMENT INFORMATION
- See Attached Equipment Schedule
- Equipment Location (if different than address above):

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Equipment Make, Model &amp; Serial Number (Required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Xerox Altima C8070</td>
</tr>
</tbody>
</table>

TERM AND PAYMENT INFORMATION
- Term: 60 months
- Minimum Payment Per Payment Period: $315.00
- Payment Period Is "Monthly" unless noted here:
- Advance Payment: $0 applied to:
  - 1st Minimum Payment
  - Last Minimum Payment
  - 1st and Last Minimum Payments

Image Type
- Black & White
- Color
- See attached schedule for additional meters.

In this agreement (as amended from time to time, the "Agreement"), "You," "Your," and "Dahill" mean the customer named above. "We," "Us," and "Our" mean the owner, Dahiil, Inc. "Supplier" means the equipment supplier named above. You acknowledge and agree that this Agreement represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us. This Agreement may be changed only by written agreement between You and Us. Other agreements not stated herein (including, without limitation, those entered into in any purchase order or service agreement between You and Us) are not part of this Agreement and are not binding on Us.

1. LEASE OF EQUIPMENT. You agree to lease from Us the personal property listed above (together with all related and future accessories, attachments, replacements, and embedded software, the "Equipment") upon the terms stated herein. This Agreement will begin on the date designated by Us after We accept and sign this contract (referred to herein as the "Commencement Date"). This Agreement will continue for the term stated above (the "Term") and is non-cancelable for the Term, subject to Section 14 below. Subject only to Section 14 below, You promise to pay Us the Minimum Payments in accordance with the payment schedule set forth above, plus all other amounts stated herein, throughout the Term. This Agreement is binding on You as of the date You sign it. After You sign,

2. CASH PRICE: THE PRICE. You agree that prior to entering into this Agreement, You would have purchased the Equipment from the Supplier for a specific cash amount, but instead You hereby choose and agree to pay a lower amount (the "Cash Price") to Us in full payment of the Cash Price. You agree that, in the event of a default by Us, You are entitled to recover the excess of the Cash Price over the Minimum Payment (the "Recovery Amount").

3. EQUIPMENT SERVICE: SUPPLIER'S UNCONDITIONAL OBLIGATION. The Supplier named above has agreed with Us to provide Equipment service during normal business hours and to provide You with all labor, parts, and services necessary for You to operate, maintain, and repair the Equipment. You agree that You will not discriminate against any employee of the Supplier on the basis of age, sex, race, color, religion, national origin, or any other protected characteristic.

4. IMAGE CHARGES. Each Payment Period, You agree to pay Us, in addition to the Minimum Payment, the applicable Excess Per Image Charge for each page printed by Us using the Equipment. You agree that You will pay Us the applicable Excess Per Image Charge for each page printed by Us using the Equipment.

5. INDEMNIFICATION. You agree to indemnify and hold Us harmless from any and all claims, actions, damages, expenses, losses, and costs (including attorneys' fees) incurred in connection with any breach of this Agreement by You.

6. NO WARRANTIES: TITLE; SECURITY INTEREST. We are providing the Equipment to You AS IS. We have not made and hereby disclaim any and all warranties, expressions or implied, arising by applicable law or otherwise, unless otherwise indicated by Us. Any claims or causes of action arising out of or in connection with the Equipment shall be by Us. You agree to indemnify and hold Us harmless from any and all claims, actions, damages, expenses, losses, and costs (including attorneys' fees) incurred in connection with any breach of this Agreement by You. You agree to release all claims, actions, damages, expenses, losses, and costs (including attorneys' fees) incurred in connection with any breach of this Agreement by Us.
7. DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT. We are not responsible for delivery or installation of the Equipment. You are responsible for equipment maintenance to the extent the Supplier instructs. The Equipment will be delivered to the location designated by You. You will make your own arrangements or engage reputable third party delivery services to deliver the Equipment from the Supplier of the Equipment to the location where You designate the Equipment to be delivered. You are responsible for all fees associated with the delivery of the Equipment. You will be responsible for all fees associated with the installation of the Equipment. If the Equipment does not arrive in good condition or is damaged, the Equipment will be considered returned goods. The Equipment will be considered returned goods if the Equipment does not arrive in good condition or is damaged, or if you do not accept the Equipment at the delivery location.

8. LIENS, DAMAGES, INJURY, DESTRUCTION. You shall, at all times during this Agreement, bear all of the cost and expense of any work or services performed by You in connection with the Equipment, including without limitation, labor, materials, goods and supplies, and shall be responsible for all costs, charges, and expenses of any work or services performed by You in connection with the Equipment, including without limitation, labor, materials, goods and supplies, and shall be responsible for all costs, charges, and expenses of any unauthorized work or services performed by You in connection with the Equipment. You shall indemnify, defend, and hold harmless the Company and its affiliates from and against any and all claims, damages, costs, losses, and expenses (including attorneys' fees) arising out of or in connection with the Equipment and any work or services performed by You in connection with the Equipment.

9. ASSIGNMENT. The Equipment is not assignable without the prior written consent of the Company. Any assignment without the prior written consent of the Company shall be void. Any assignment without the prior written consent of the Company shall be void. Any assignment without the prior written consent of the Company shall be void.

10. TAXES AND OTHER FEES. The Company reserves the right to offset or set off any amount due to the Company for any taxes, fees, or other amounts owed by You.

11. DEFAULT. You will be in default hereunder if You fail to pay any amount due hereunder within ten (10) days of the due date, unless otherwise agreed by the Company in writing. The Company may, in addition to any other remedies available to it, terminate this Agreement and/or file suit for the amount due, together with interest at the maximum legal rate from the date of default, and all costs and expenses of collection, including attorneys' fees.

12. RETURN OF EQUIPMENT. If You return the Equipment under this Agreement, You shall provide the Company with evidence of the condition of the Equipment at the time of return.

13. APPLICABILITY. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and You hereby irrevocably submit to the jurisdiction of the courts of the State of Texas for the resolution of any claim or dispute arising out of or relating to this Agreement.

14. NON-ASSIGNABILITY OF RIGHTS. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

15. LAW. This Agreement is governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

16. COPYRIGHTS. The entire content of this Agreement, including all graphics and images, is copyrighted and protected under United States and international copyright laws. You may not reproduce, modify, distribute, or otherwise make available any part of this Agreement without the prior written consent of the Company.