



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128

Payment Terms: **NET30** Freight Terms: **FOB Shipping** Ship Via: **US Mail** PCC: **I** Date: **10/31/17** PO Method: **DG** Dispatch: **Dispatch** Rev Dt: **Via Email**

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: XEROX CORPORATION
 PO BOX 731892
 DALLAS TX 753731892
 United States

Ship To: 0001 - PUBLIC UTILITY COMMISSION O
 SUITE 8-100
 1701 N CONGRESS AVENUE
 Austin TX 78701
 United States

Vendor ID: 1160468020 4

Purchaser: Pablo Almaraz

Phone: 512/936-7069

Fax: 512/936-7058

Email: pablo.almaraz@puc.texas.gov

Bill To: PUBLIC UTILITY COMMISSION OF
 TEXAS
 Attn: Accounts Payable
 P.O. Box 13326
 Austin TX 78711-3326
 United States

Fax:
Email: payables@puc.texas.gov

PO Information:

PO Information

- 1 Xerox C8070 to Replace CADM B8065H SN 3AG872146
- 2 Xerox B8065H WS D03983
- 4 Xerox B8055h with High Capacity Feeders for SNs: Y4X826604, Y4X826615, Y4X826586, Y4X826601 per WS N32711 and WS D03983
- 3 Xerox C8055H; 1 of 3 SN 8TB554099 to be modified with High Capacity Feeder per WS N32711 and WS D03983
- 1 Xerox XC60 with Integrated Controller WS R06428

48 Month Agreement between Public Utility Commission of Texas and Xerox/Dahill
 FY 18, 1st of 4 Year Service Period 9/1/2017 - 8/31/2018
 Pricing based off of *MAC* State of Texas DIR #DIR-TSO-3043 (Contract No. 072719100)

Installation/ Bill to Address: 1701 N. Congress Ave, Austin, TX 78701-1402
 Xerox WS N32711, WS D03983, and WS R06428

Pricing fixed for term

All-inclusive maintenance agreement including training, maintenance, parts and consumable supplies including staples (excluding paper) Includes removal of current devices, delivery, installation, network analyst services and training (Current Xerox technology will be removed at the time of installation. All equipment is eligible for Dahill Replacement Guarantee. Includes fleet monitoring software, automated consumables management and network meter collection through express Meters software. Guaranteed response times. All service performed by certified Xerox technicians. 24/7 web-based support.

Agency POC: for software and hardware warranties and maintenance is pucsoftware@puc.texas.gov, TEL: 512-936-7100

Authorized Signature

Pablo Almaraz, CTPM

10/31/2017



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Lease of Xerox Copiers	985/27	1.0000	EA	\$42,008.34000	\$42,008.34	10/31/2017
						Schedule Total	\$42,008.34
				ReqID:			
				REQ0002740			

Authorized Signature

Pablo Alvarez, CTPM

10/31/2017



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
PO Information							
1 Xerox C8070 to Replace CADM B8065H SN 3AG872146							
2 Xerox B8065H WS D03983							
4 Xerox B8055h with High Capacity Feeders for SNs: Y4X826604, Y4X826615, Y4X826586, Y4X826601 per WS N32711 and WS D03983							
3 Xerox C8055H; 1 of 3 SN 8TB554099 to be modified with High Capacity Feeder per WS N32711 and WS D03983							
1 Xerox XC60 with Integrated Controller WS R06428							
Installation/ Bill to Address: 1701 N. Congress Ave, Austin, TX 78701-1402							
Pricing based off of *MAC* State of Texas DIR #DIR-TSO-3043 (Contract No. 072719100)							
Xerox WS N32711, WS D03983, and WS R06428							
Pricing fixed for term							
All-inclusive maintenance agreement including training, maintenance, parts and consumable supplies including staples (excluding paper) Includes removal of current devices, delivery, installation, network analyst services and training (Current Xerox technology will be removed at the time of installation. All equipment is eligible for Dahill Replacement Guarantee. Includes fleet monitoring software, automated consumables management and network meter collection through express Meters software. Guaranteed response times. All service performed by certified Xerox technicians. 24/7 web-based support.							
Agency POC: for software and hardware warranties and maintenance is pucsoftware@puc.texas.gov, TEL: 512-936-7100							
	1-1 B8065H 3 hole punch kit, convenience stapler, office finisher, Customer Ed, Analyst Services Black		Qty: 2	UOM: MO	\$327.21	total \$654.42	
	Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to CADM office. PU trade in Xerox 5865APT S/N EX9014951						
	2-1 B8065H High Volume Finisher, 3 Hole Punch Kit, Convenience Stapler, 3300 Sheet Hicap Fdr, Customer Ed, Analyst Services. Black		Qty: 12	UOM: MO	\$369.49	total \$4,433.88	
	Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to LEGAL office. PU trade in Xerox 5865APT S/N EX9014798						
	3-1 B8065H High Volume Finisher, 3 Hole Punch Kit, Convenience Stapler, 3300 Sheet Hicap Fdr, Customer Ed, Analyst Services, Black		Qty: 12	UOM: MO	\$369.49	total \$4,433.88	
	Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to Legal Office. PU trade in Xerox 5865APT S/N EX9014966						
	4-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to		Qty: 2	UOM: MO	\$244.01	total \$488.02	

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10/31/2017



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
	Enforcement Oversight. PU trade in Xerox 5865APT S/N EX9014758						
	5-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Finance Division. PU trade in Xerox 5865APT S/N EX9014967		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	6-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Library. PU trade in Xerox 5865APT S/N EX9014981		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	7-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Water Division. PU trade in Xerox 5865APT S/N 9014940		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	8-1 C8055H 2/3 Hole Punch High Capacity Feeder Office Finisher Lx Customer Ed Analyst Services. 75k B/W impressions; + @ 0.0053, 2,600 Color impressions; + @ 0.0456. Deliver to Communications Division. PU trade in Xerox COLORQUBE 93XX S/N XNE135539		Qty: 12	UOM: MO	\$289.59	total \$3,475.08	
	9-1 C8055H 2/3 Hole Punch High Capacity Feeder Office Finisher Lx Customer Ed Analyst Services. 75k B/W Impressions; + @0.0053. 1,650 Color Impressions; + @0.0456. Deliver to Water Division. PU trade in Xerox COLORQUBE 93XX S/N XNE135315		Qty: 12	UOM: MO	\$246.28	total \$2,955.36	
	10-1 C8055H 2/3 Hole Punch Office Finisher Lx Customer Ed Analyst Services. 75K B/W Impressions; + @0.0053, 1,750 Color Impressions; + @0.0456. Deliver to Central Records Division. PU trade in Xerox COLORQUBE 93XX XNE135110		Qty: 2	UOM: MO	\$237.58	total \$475.16	

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10/31/2017



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
11-1	XC60 Printer: High Capacity Feeder, C60/70 Br Cz Fold, C60/70 Br Finisher, Post Script Int Svr, Xc550/560 Conv Stplr. Trade in of SN XC560 XPN399861. Consumable Supplies included for all prints. Deliver to Mailroom		Qty: 12	UOM: MO	\$585.72	total \$7,028.64	
12-1	C700FCSRV Integrated Color Server: Customer Ed, Analyst Services. Trade in of SN XC560 XYY331558. Allowance: N/A. Full Service maintenance included		Qty: 12	UOM: MO	\$110.32	total \$1,323.84	
13-1	Xerox C8070H- Includes BR Finisher 2/3 HP, High Cap Feeder, Conv. Stapler, Cust. Ed., Analyst Svcs. Lease Term: 44 Months FMV Lease Pymt: 229.03 Includes 100,000 B/W impressions, overages billed @ \$0.0051 Color impressions billed at \$0.0456/ Copy Consumable supplies included for all prints/ pricing fixed for term		Qty: 10	UOM: MO	\$229.03	total \$2,290.03	
14-1	Xerox B8055H SN Y4X826604- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679493 for B8055H SN Y4X826604. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90		Qty: 10	UOM: MO		\$2,616.90	
15-1	Xerox B8055H SN Y4X826586- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679451 for B8055H SN Y4X826586. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90		Qty: 10	UOM: MO		\$2,616.90	
16-1	Xerox B8055H SN Y4X826601- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679170 for B8055H SN Y4X826601. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90		Qty: 10	UOM: MO		\$2,616.90	
17-1	Xerox B8055H SN Y4X826615- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679170 for B8055H SN Y4X826601. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90		Qty: 10	UOM: MO		\$2,616.90	
18-1	Xerox C8055H SN 8TB554099- Adding Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679105 for B8055H SN 8TB554099. Additional monthly Cost: \$14.23 New Total Lease Pymt: \$251.81 Qty: 10 UOM: MO total \$2,518.10		Qty: 10	UOM: MO		\$2,518.10	
Item Total for Line # 1						\$42,008.34	
Total PO Amount						\$42,008.34	

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted

Authorized Signature

10/31/2017



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128

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unless authorized by Purchaser prior to Shipment.

Authorized Signature

Pablo Alvarez, CTPM

10/31/2017



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128

GENERAL TERMS AND CONDITIONS ITEMS BELOW APPLY TO AND BECOME A PART OF ANY PUBLIC UTILITY COMMISSION OF TEXAS (PUCT) SOLICITATION DOCUMENT OR PURCHASE ORDER (PO). ANY EXCEPTIONS THERETO MUST BE IN WRITING. 1. BIDDING/OFFER/PROPOSAL REQUIREMENTS: 1.1 Vendors/contractors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. 1.2 Vendors/contractors must price per unit shown. Unit prices shall govern in the event of extension errors. 1.3 Solicitation responses should be submitted on this form and will not be accepted if modified onto or in vendors/contractors format. Solicitation responses must be returned to allow them to be time stamped at the Public Utility Commission of Texas on or before the hour and date specified for the solicitation opening. 1.4 Late and/or unsigned solicitation responses will not be considered under any circumstances. Person signing solicitation must have the authority to bind the firm in a contract. 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated in the solicitation. 1.6 Solicitation prices are requested to be firm for PUCT acceptance for 30 days from solicitation opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned. 1.7 Vendor/contractor should enter Texas Identification Number System (T.I.N.S.) number, full vendor name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, vendor name should appear on each continuation page of a bid. 1.8 Solicitation cannot be altered or amended after opening time unless allowed by law. Alterations made before opening time should be in writing by the vendor or his authorized agent. No solicitation can be withdrawn after opening time without approval by the PUCT based on an acceptable written reason. 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption. Certificates are available upon request. 1.10 The State reserves the right to accept or reject all or any part of any solicitation, waive minor technicalities and award the solicitation to best serve the interests of the state. 1.11 Consistent and continued tie bids/offers could cause rejection of solicitation by the PUCT and/or investigation of the State. 1.12 The telephone number for FAX submission of bids is 1-512-936-7058. This is the only number that will be used for the receipt of bids/offers. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. 1.13 Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the Texas Legislature. 2. SPECIFICATION: 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Solicitation responses on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, §.2155.067. If bidding/offering/ proposing other than referenced items, vendor/contractor should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of the product offered are requested to be made part of the bid/offer. By not taking exception to specifications or reference data will require vendor/contractor to furnish specified brand names, numbers, etc. 2.2 Unless otherwise specified, items bid/offered/ proposed shall be new and unused and of current production. 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed during examination, they will be returned to the vendor on request at vendor's expense. Each sample should be marked with vendors name and address and PO number. Do not enclose in or attach bid/offer to sample. 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications. 2.6 Manufacturer's standard warranty shall apply unless otherwise stated. 2.7 Technology Access Clause Vendor/contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor/contractor represents and warrants to the PUCT that the technology provided to the PUCT for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (a) providing equivalent access for effective use by both visual and non-visual means; (b) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (c) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. This requirement applies to all contracts that involve the purchase of an automated information system, with out regard to: (i) the source of funds used to make the purchase; (ii) whether the purchase is made under delegated purchasing authority; or (iii) whether the purchase is made under the authority of the Texas Government Code, Title 10, Subtitle D, or other law. (d) This section does not apply to the purchase of a wireless communications device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. 3. TIE BIDS: Awards will be made in accordance with 1 TAC §113.6 (b) (3) and 113.8 (preferences). 4. DELIVERY: 4.1 Show number of days required to deliver material to the receiving agency's designated location under normal conditions. By not stating a delivery time, Vendor/contractor is obligated to deliver in 14 calendar days. Unrealistic delivery promised may cause bid/offer to be disregarded. 4.2 If delay is foreseen, vendor/contractor shall give written notice to PUCT. Vendor must keep PUCT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes PUCT to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. 4.3 No substitutions permitted without written approval of PUCT or the Comptroller of Public Accounts. 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PUCT. 5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the State. Authorized personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the solicitation or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance. 6. AWARD OF CONTRACT: A response to the solicitation or PO is an offer to contract based upon the terms, conditions and specifications contained herein. Bids/offers do not become contracts until they are accepted through a PO. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, § 2155.074 2156.007 shall also be considered in making an award. 7. PAYMENT: Vendor shall submit two copies of an itemized invoice showing order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. 8. PATENTS OR COPYRIGHTS: The vendor agrees to protect the State from claims involving infringement of patents or copyrights. 9. ASSIGNMENTS: Vendor/contractor hereby assigns to PUCT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A § 1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. Comm. Code Ann. §15.01. et seq. 10. BIDDER VENDOR AFFIRMATION: Signing the solicitation with a false statement is a material breach of contract and shall void the submitted bid/offer or any resulting contracts, and the vendor shall be removed from all bid lists. By signature here on affixed. The vendor hereby certifies that: 10.1 The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. 10.2 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor/contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State Federal Antitrust Laws, (see Section 9, above) nor communicated directly or indirectly the bid/offer/proposal made to any competitor or any other person engaged in such line of business. 10.3 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(a), the vendor/contractor has not received compensation for participation in the preparation of the specifications for this solicitation. 10.4 Pursuant to Texas Family Code, Title 5, Subtitle D, § 231.006(d), regarding child support, the vendor/contractor certifies that the individual or business entity named in this bid/offer/PO is not ineligible to receive the specified payment and

Authorized Signature

Pablo Alvarez, CTAM

10/31/2017



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128

acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. 10.5 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(b) the vendor/contractor certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. 10.6 INDEMNITY: The vendor/contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor/contractor or any agent, employee, subcontractor, or supplier of vendor/contractor in the execution or performance of this PO/contract. 10.7 Vendor/contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas. 10.8 Vendor/contractor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle 8, § 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the bid/offer/proposal to be evaluated: Name of Former Executive: _____ Name of State Agency: _____ Date of Separation from State Agency: _____ Position with Vendor/Contractor: _____ Date of Employment with Vendor/Contractor: _____ 10.9 Vendor/contractor agrees to comply with Texas Government Code, Title 10, Subtitle D, § 2155.4441 relating to use of service contracts for products produced in 10.10 By signing this bid/offer vendor/contractor certifies that if a Texas address is shown as the address of the vendor/contractor, vendor/contractor qualifies as a Texas Resident Bidder/Offerer/ Proposer as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, §111.2(1 0). 10.11 STATE AUDIT: The vendor/contractor understands that acceptance of funds under this Contract PO acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit, or investigation, in connection with those funds. Vendor/contractor further agrees to cooperate fully with the State Auditor's Office, or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor/contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through vendor/contractor and the requirement to cooperate is included in any subcontract it awards. Texas Government Code, Title 10, Subtitle D, § 2262.003. 11. OWNERSHIP DISCLOSURE: Pursuant to Section 231.006 (c) Family Code, a solicitation response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. 12. NOTE TO BIDDER/ OFFERER/ PROPOSER: The State of Texas Purchase Order, and its General Terms and Conditions, shall constitute a contract between PUCT and the selected/ awarded vendor. Any terms and conditions attached to a solicitation response will not be considered unless specifically referred to in the response. PUCT may elect to execute the referenced terms and conditions provided by the vendor (vendor contract) which shall supplement the purchase order. However, PUCT will not execute a vendor contract with unacceptable, vague, or conflicting terms and may result in disqualification of the bid/ offer/ or proposal. In the event of a conflict between the PO and any executed vendor contract, the PUCT PO shall prevail. 13. DISPUTE: Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract/PO for goods and services, for which this chapter applies must be resolved under the provisions of this chapter. PUCT Protest Procedures will be provided upon request. 14. TEXAS PUBLIC INFORMATION ACT AND CONFIDENTIAL INFORMATION: Information, documents and other material connected with this solicitation or any resulting contract may be subject to public disclosure under the Texas Public Information Act unless vendor/contractor can show the response or specific parts of it are exempt from public disclosure. PUCT will not assert legal arguments on behalf of vendors/contractors. If the vendor/contractor believes that parts of a response to this solicitation are confidential, he must state in conspicuous letters the term "CONFIDENTIAL" on that part it believes to be confidential. 15. CANCELLATION: Unless otherwise specified in the solicitation, PUCT may cancel the purchase order without penalty, either in whole or in part for any reason. 16. STATE LAWS: The resulting contract/PO shall be governed by and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Travis County, Texas. 17. CONSTRUCTION: The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision. Neither party may assign the contract without the prior written consent of the other party. Any amendment or modification will be effective only if in writing and signed by PUCT. 18. DISCRETIONARY EXTENSION: Contracts for services, whose original period were for one year or longer, may be extended for up to ninety (90) days beyond the normal expiration date of the contract, under substantially the same terms and conditions, provided the vendor/ contractor and the PUCT mutually agree to extension and pricing during the extension period. 19. FORCE MAJEURE: PUCT may grant relief from performance to the extent performance is delayed or damaged beyond the reasonable control of the affected party which could not, by due diligence, have avoided. Such causes include ,but are not limited to, Acts of God, severe weather, explosions, riots, acts of war, labor strike, or orders of legal authority

Authorized Signature

Pablo Alvarez, CTAM

10/31/2017



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 1)

Payment Terms: **NET30** Freight Terms: **FOB Shipping** Ship Via: **US Mail** PCC: **I** Date: **10/31/17** PO Method: **DG** Dispatch: **Dispatch** Rev Dt: **01/18/18**
Via Email

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: XEROX CORPORATION
 PO BOX 731892
 DALLAS TX 753731892
 United States

Ship To: 0001 - PUBLIC UTILITY COMMISSION O
 SUITE 8-100
 1701 N CONGRESS AVENUE
 Austin TX 78701
 United States

Vendor ID: 1160468020 4

Purchaser: Pablo Almaraz

Phone: 512/936-7069

Fax: 512/936-7058

Email: pablo.almaraz@puc.texas.gov

Bill To: PUBLIC UTILITY COMMISSION OF
 TEXAS
 Attn: Accounts Payable
 P.O. Box 13326
 Austin TX 78711-3326
 United States

Fax:
Email: payables@puc.texas.gov

PO Information:

PO Information

- 1 Xerox C8070 to Replace CADM B8065H SN 3AG872146
- 2 Xerox B8065H WS D03983
- 4 Xerox B8055h with High Capacity Feeders for SNs: Y4X826604, Y4X826615, Y4X826586, Y4X826601 per WS N32711 and WS D03983
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48 Month Agreement between Public Utility Commission of Texas and Xerox/Dahill
 FY 18, 1st of 4 Year Service Period 9/1/2017 - 8/31/2018
 Pricing based off of *MAC* State of Texas DIR #DIR-TSO-3043 (Contract No. 072719100)

Installation/ Bill to Address: 1701 N. Congress Ave, Austin, TX 78701-1402
 Xerox WS N32711, WS D03983, and WS R06428

Pricing fixed for term

All-inclusive maintenance agreement including training, maintenance, parts and consumable supplies including staples (excluding paper) Includes removal of current devices, delivery, installation, network analyst services and training (Current Xerox technology will be removed at the time of installation. All equipment is eligible for Dahill Replacement Guarantee. Includes fleet monitoring software, automated consumables management and network meter collection through express Meters software. Guaranteed response times. All service performed by certified Xerox technicians. 24/7 web-based support.

Agency POC: for software and hardware warranties and maintenance is pucsoftware@puc.texas.gov, TEL: 512-936-7100

01/18/18: POCN TO ADD LINE 2 FOR OVERAGE COSTS IF NEEDED

Authorized Signature

Pablo Almaraz, CTM

01/18/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Lease of Xerox Copiers	985/27	1.0000	EA	\$42,008.34000	\$42,008.34	10/31/2017
						Schedule Total	\$42,008.34
				ReqID:			
				REQ0002740			

Authorized Signature

Pablo Alvarez, CTM

01/18/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
PO Information 1 Xerox C8070 to Replace CADM B8065H SN 3AG872146 2 Xerox B8065H WS D03983 4 Xerox B8055h with High Capacity Feeders for SNs: Y4X826604, Y4X826615, Y4X826586, Y4X826601 per WS N32711 and WS D03983 3 Xerox C8055H; 1 of 3 SN 8TB554099 to be modified with High Capacity Feeder per WS N32711 and WS D03983 1 Xerox XC60 with Integrated Controller WS R06428 Installation/ Bill to Address: 1701 N. Congress Ave, Austin, TX 78701-1402 Pricing based off of *MAC* State of Texas DIR #DIR-TSO-3043 (Contract No. 072719100) Xerox WS N32711, WS D03983, and WS R06428 Pricing fixed for term All-inclusive maintenance agreement including training, maintenance, parts and consumable supplies including staples (excluding paper) Includes removal of current devices, delivery, installation, network analyst services and training (Current Xerox technology will be removed at the time of installation. All equipment is eligible for Dahill Replacement Guarantee. Includes fleet monitoring software, automated consumables management and network meter collection through express Meters software. Guaranteed response times. All service performed by certified Xerox technicians. 24/7 web-based support. Agency POC: for software and hardware warranties and maintenance is pucsoftware@puc.texas.gov, TEL: 512-936-7100							
	1-1 B8065H 3 hole punch kit, convenience stapler, office finisher, Customer Ed, Analyst Services Black Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to CADM office. PU trade in Xerox 5865APT S/N EX9014951		Qty: 2	UOM: MO	\$327.21 total	\$654.42	
	2-1 B8065H High Volume Finisher, 3 Hole Punch Kit, Convenience Stapler, 3300 Sheet Hicap Fdr, Customer Ed, Analyst Services. Black Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to LEGAL office. PU trade in Xerox 5865APT S/N EX9014798		Qty: 12	UOM: MO	\$369.49 total	\$4,433.88	
	3-1 B8065H High Volume Finisher, 3 Hole Punch Kit, Convenience Stapler, 3300 Sheet Hicap Fdr, Customer Ed, Analyst Services, Black Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to Legal Office. PU trade in Xerox 5865APT S/N EX9014966		Qty: 12	UOM: MO	\$369.49 total	\$4,433.88	
	4-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to		Qty: 2	UOM: MO	\$244.01 total	\$488.02	

Authorized Signature

Pablo Alvarez, CTM

01/18/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
	Enforcement Oversight. PU trade in Xerox 5865APT S/N EX9014758						
	5-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Finance Division. PU trade in Xerox 5865APT S/N EX9014967		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	6-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Library. PU trade in Xerox 5865APT S/N EX9014981		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	7-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Water Division. PU trade in Xerox 5865APT S/N 9014940		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	8-1 C8055H 2/3 Hole Punch High Capacity Feeder Office Finisher Lx Customer Ed Analyst Services. 75k B/W impressions; + @ 0.0053, 2,600 Color impressions; + @ 0.0456. Deliver to Communications Division. PU trade in Xerox COLORQUBE 93XX S/N XNE135539		Qty: 12	UOM: MO	\$289.59	total \$3,475.08	
	9-1 C8055H 2/3 Hole Punch High Capacity Feeder Office Finisher Lx Customer Ed Analyst Services. 75k B/W Impressions; + @0.0053. 1,650 Color Impressions; + @0.0456. Deliver to Water Division. PU trade in Xerox COLORQUBE 93XX S/N XNE135315		Qty: 12	UOM: MO	\$246.28	total \$2,955.36	
	10-1 C8055H 2/3 Hole Punch Office Finisher Lx Customer Ed Analyst Services. 75K B/W Impressions; + @0.0053, 1,750 Color Impressions; + @0.0456. Deliver to Central Records Division. PU trade in Xerox COLORQUBE 93XX XNE135110		Qty: 2	UOM: MO	\$237.58	total \$475.16	

Authorized Signature

Pablo Alvarez, CTAM

01/18/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
11-1	XC60 Printer: High Capacity Feeder, C60/70 Br Cz Fold, C60/70 Br Finisher, Post Script Int Svr, Xc550/560 Conv Stplr. Trade in of SN XC560 XPN399861. Consumable Supplies included for all prints. Deliver to Mailroom		Qty: 12	UOM: MO	\$585.72	total \$7,028.64	
12-1	C700FCSRV Integrated Color Server: Customer Ed, Analyst Services. Trade in of SN XC560 XYY331558. Allowance: N/A. Full Service maintenance included		Qty: 12	UOM: MO	\$110.32	total \$1,323.84	
13-1	Xerox C8070H- Includes BR Finisher 2/3 HP, High Cap Feeder, Conv. Stapler, Cust. Ed., Analyst Svcs. Lease Term: 44 Months FMV Lease Pymt: 229.03 Includes 100,000 B/W impressions, overages billed @ \$0.0051 Color impressions billed at \$0.0456/ Copy Consumable supplies included for all prints/ pricing fixed for term		Qty: 10	UOM: MO	\$229.03	total \$2,290.03	
14-1	Xerox B8055H SN Y4X826604- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679493 for B8055H SN Y4X826604. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
15-1	Xerox B8055H SN Y4X826586- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679451 for B8055H SN Y4X826586. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
16-1	Xerox B8055H SN Y4X826601- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679170 for B8055H SN Y4X826601. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
17-1	Xerox B8055H SN Y4X826601- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679170 for B8055H SN Y4X826601. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
18-1	Xerox C8055H SN 8TB554099- Adding Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679105 for B8055H SN 8TB554099. Additional monthly Cost: \$14.23 New Total Lease Pymt: \$251.81 Qty: 10 UOM: MO total \$2,518.10						
Item Total for Line # 1						<input type="text" value="\$42,008.34"/>	

Authorized Signature

Pablo Alvarez, CTM

01/18/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
2- 1	Overages	985/27	12.0000	MO	\$100.00000	\$1,200.00	01/18/2018
						Schedule Total	\$1,200.00
						ReqID: REQ0002740	
Overages						Item Total for Line # 2	\$1,200.00

Total PO Amount \$43,208.34

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Authorized Signature

Pablo Alvarez, CTM

01/18/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 1)

GENERAL TERMS AND CONDITIONS ITEMS BELOW APPLY TO AND BECOME A PART OF ANY PUBLIC UTILITY COMMISSION OF TEXAS (PUCT) SOLICITATION DOCUMENT OR PURCHASE ORDER (PO). ANY EXCEPTIONS THERETO MUST BE IN WRITING. 1. BIDDING/OFFER/PROPOSAL REQUIREMENTS: 1.1 Vendors/contractors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. 1.2 Vendors/contractors must price per unit shown. Unit prices shall govern in the event of extension errors. 1.3 Solicitation responses should be submitted on this form and will not be accepted if modified onto or in vendors/contractors format. Solicitation responses must be returned to allow them to be time stamped at the Public Utility Commission of Texas on or before the hour and date specified for the solicitation opening. 1.4 Late and/or unsigned solicitation responses will not be considered under any circumstances. Person signing solicitation must have the authority to bind the firm in a contract. 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated in the solicitation. 1.6 Solicitation prices are requested to be firm for PUCT acceptance for 30 days from solicitation opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned. 1.7 Vendor/contractor should enter Texas Identification Number System (T.I.N.S.) number, full vendor name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, vendor name should appear on each continuation page of a bid. 1.8 Solicitation cannot be altered or amended after opening time unless allowed by law. Alterations made before opening time should be in writing by the vendor or his authorized agent. No solicitation can be withdrawn after opening time without approval by the PUCT based on an acceptable written reason. 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption. Certificates are available upon request. 1.10 The State reserves the right to accept or reject all or any part of any solicitation, waive minor technicalities and award the solicitation to best serve the interests of the state. 1.11 Consistent and continued tie bids/offers could cause rejection of solicitation by the PUCT and/or investigation of the State. 1.12 The telephone number for FAX submission of bids is 1-512-936-7058. This is the only number that will be used for the receipt of bids/offers. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. 1.13 Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the Texas Legislature. 2. SPECIFICATION: 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Solicitation responses on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, §.2155.067. If bidding/offering/ proposing other than referenced items, vendor/contractor should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of the product offered are requested to be made part of the bid/offer. By not taking exception to specifications or reference data will require vendor/contractor to furnish specified brand names, numbers, etc. 2.2 Unless otherwise specified, items bid/offered/ proposed shall be new and unused and of current production. 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed during examination, they will be returned to the vendor on request at vendor's expense. Each sample should be marked with vendors name and address and PO number. Do not enclose in or attach bid/offer to sample. 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications. 2.6 Manufacturer's standard warranty shall apply unless otherwise stated. 2.7 Technology Access Clause Vendor/contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor/contractor represents and warrants to the PUCT that the technology provided to the PUCT for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (a) providing equivalent access for effective use by both visual and non-visual means; (b) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (c) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. This requirement applies to all contracts that involve the purchase of an automated information system, with out regard to: (i) the source of funds used to make the purchase; (ii) whether the purchase is made under delegated purchasing authority; or (iii) whether the purchase is made under the authority of the Texas Government Code, Title 10, Subtitle D, or other law. (d) This section does not apply to the purchase of a wireless communications device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. 3. TIE BIDS: Awards will be made in accordance with 1 TAC §113.6 (b) (3) and 113.8 (preferences). 4. DELIVERY: 4.1 Show number of days required to deliver material to the receiving agency's designated location under normal conditions. By not stating a delivery time, Vendor/contractor is obligated to deliver in 14 calendar days. Unrealistic delivery promised may cause bid/offer to be disregarded. 4.2 If delay is foreseen, vendor/contractor shall give written notice to PUCT. Vendor must keep PUCT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes PUCT to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. 4.3 No substitutions permitted without written approval of PUCT or the Comptroller of Public Accounts. 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PUCT. 5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the State. Authorized personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the solicitation or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance. 6. AWARD OF CONTRACT: A response to the solicitation or PO is an offer to contract based upon the terms, conditions and specifications contained herein. Bids/offers do not become contracts until they are accepted through a PO. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, § 2155.074 2156.007 shall also be considered in making an award. 7. PAYMENT: Vendor shall submit two copies of an itemized invoice showing order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. 8. PATENTS OR COPYRIGHTS: The vendor agrees to protect the State from claims involving infringement of patents or copyrights. 9. ASSIGNMENTS: Vendor/contractor hereby assigns to PUCT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A § 1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. Comm. Code Ann. §15.01, et seq. 10. BIDDER VENDOR AFFIRMATION: Signing the solicitation with a false statement is a material breach of contract and shall void the submitted bid/offer or any resulting contracts, and the vendor shall be removed from all bid lists. By signature here on affixed. The vendor hereby certifies that: 10.1 The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. 10.2 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor/contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State Federal Antitrust Laws, (see Section 9, above) nor communicated directly or indirectly the bid/offer/proposal made to any competitor or any other person engaged in such line of business. 10.3 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(a), the vendor/contractor has not received compensation for participation in the preparation of the specifications for this solicitation. 10.4 Pursuant to Texas Family Code, Title 5, Subtitle D, § 231.006(d), regarding

Authorized Signature

Pablo Alvarez, CTAM

01/18/2018



Public Utility Commission of Texas

Business Unit # 47300

Purchase Order # 18-0000128

Purchase Order Change Notice (# 1)

child support, the vendor/contractor certifies that the individual or business entity named in this bid/offer/PO is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. 10.5 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(b) the vendor/contractor certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. 10.6 INDEMNITY: The vendor/contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor/contractor or any agent, employee, subcontractor, or supplier of vendor/contractor in the execution or performance of this PO/contract. 10.7 Vendor/contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas. 10.8 Vendor/contractor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle 8, § 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the bid/offer/proposal to be evaluated: Name of Former Executive: _____ Name of State Agency: _____ Date of Separation from State Agency: _____ Position with Vendor/Contractor: _____ Date of Employment with Vendor/Contractor: _____ 10.9 Vendor/contractor agrees to comply with Texas Government Code, Title 10, Subtitle D, § 2155.4441 relating to use of service contracts for products produced in 10.10 By signing this bid/offer vendor/contractor certifies that if a Texas address is shown as the address of the vendor/contractor, vendor/contractor qualifies as a Texas Resident Bidder/Offerer/ Proposer as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, §111.2(1 0). 10.11 STATE AUDIT: The vendor/contractor understands that acceptance of funds under this Contract PO acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit, or investigation, in connection with those funds. Vendor/contractor further agrees to cooperate fully with the State Auditor's Office, or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor/contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through vendor/contractor and the requirement to cooperate is included in any subcontract it awards. Texas Government Code, Title 10, Subtitle D, § 2262.003. 11. OWNERSHIP DISCLOSURE: Pursuant to Section 231.006 (c) Family Code, a solicitation response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. 12. NOTE TO BIDDER/ OFFERER/ PROPOSER: The State of Texas Purchase Order, and its General Terms and Conditions, shall constitute a contract between PUCT and the selected/ awarded vendor. Any terms and conditions attached to a solicitation response will not be considered unless specifically referred to in the response. PUCT may elect to execute the referenced terms and conditions provided by the vendor (vendor contract) which shall supplement the purchase order. However, PUCT will not execute a vendor contract with unacceptable, vague, or conflicting terms and may result in disqualification of the bid/ offer/ or proposal. In the event of a conflict between the PO and any executed vendor contract, the PUCT PO shall prevail. 13. DISPUTE: Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract/PO for goods and services, for which this chapter applies must be resolved under the provisions of this chapter. PUCT Protest Procedures will be provided upon request. 14. TEXAS PUBLIC INFORMATION ACT AND CONFIDENTIAL INFORMATION: Information, documents and other material connected with this solicitation or any resulting contract may be subject to public disclosure under the Texas Public Information Act unless vendor/contractor can show the response or specific parts of it are exempt from public disclosure. PUCT will not assert legal arguments on behalf of vendors/contractors. If the vendor/contractor believes that parts of a response to this solicitation are confidential, he must state in conspicuous letters the term "CONFIDENTIAL" on that part it believes to be confidential. 15. CANCELLATION: Unless otherwise specified in the solicitation, PUCT may cancel the purchase order without penalty, either in whole or in part for any reason. 16. STATE LAWS: The resulting contract/PO shall be governed by and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Travis County, Texas. 17. CONSTRUCTION: The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision. Neither party may assign the contract without the prior written consent of the other party. Any amendment or modification will be effective only if in writing and signed by PUCT. 18. DISCRETIONARY EXTENSION: Contracts for services, whose original period were for one year or longer, may be extended for up to ninety (90) days beyond the normal expiration date of the contract, under substantially the same terms and conditions, provided the vendor/ contractor and the PUCT mutually agree to extension and pricing during the extension period. 19. FORCE MAJEURE: PUCT may grant relief from performance to the extent performance is delayed or damaged beyond the reasonable control of the affected party which could not, by due diligence, have avoided. Such causes include ,but are not limited to, Acts of God, severe weather, explosions, riots, acts of war, labor strike, or orders of legal authority

Authorized Signature

Pablo Alvarez, CTAM

01/18/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 3)

Payment Terms: **NET30** Freight Terms: **FOB Shipping** Ship Via: **US MAIL** PCC: **I** Date: **10/31/17** PO Method: **DG** Dispatch: **Dispatch** Rev Dt: **09/27/18**
Via Email

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: XEROX CORPORATION
 PO BOX 731892
 DALLAS TX 753731892
 United States

Ship To: 0001 - PUBLIC UTILITY COMMISSION O
 SUITE 8-100
 1701 N CONGRESS AVENUE
 Austin TX 78701
 United States

Vendor ID: 1160468020 4

Purchaser: Pablo Almaraz

Phone: 512/936-7069

Fax: 512/936-7058

Email: pablo.almaraz@puc.texas.gov

Bill To: PUBLIC UTILITY COMMISSION OF
 TEXAS
 Attn: Accounts Payable
 P.O. Box 13326
 Austin TX 78711-3326
 United States

Fax:
Email: payables@puc.texas.gov

PO Information:

PO Information

- 1 Xerox C8070 to Replace CADM B8065H SN 3AG872146
- 2 Xerox B8065H WS D03983
- 4 Xerox B8055h with High Capacity Feeders for SNs: Y4X826604, Y4X826615, Y4X826586, Y4X826601 per WS N32711 and WS D03983
- 3 Xerox C8055H; 1 of 3 SN 8TB554099 to be modified with High Capacity Feeder per WS N32711 and WS D03983
- 1 Xerox XC60 with Integrated Controller WS R06428

48 Month Agreement between Public Utility Commission of Texas and Xerox/Dahill
 FY 18, 1st of 4 Year Service Period 9/1/2017 - 8/31/2018
 Pricing based off of *MAC* State of Texas DIR #DIR-TSO-3043 (Contract No. 072719100)

Installation/ Bill to Address: 1701 N. Congress Ave, Austin, TX 78701-1402
 Xerox WS N32711, WS D03983, and WS R06428

Pricing fixed for term

All-inclusive maintenance agreement including training, maintenance, parts and consumable supplies including staples (excluding paper) Includes removal of current devices, delivery, installation, network analyst services and training (Current Xerox technology will be removed at the time of installation. All equipment is eligible for Dahill Replacement Guarantee. Includes fleet monitoring software, automated consumables management and network meter collection through express Meters software. Guaranteed response times. All service performed by certified Xerox technicians. 24/7 web-based support.

Agency POC: for software and hardware warranties and maintenance is pucsoftware@puc.texas.gov, TEL: 512-936-7100

POCN 1: 01/18/18: TO ADD LINE 2 FOR OVERAGE COSTS IF NEEDED

POCN 2: TO ADD \$1,816.25 TO LINE ONE PER AP REQUEST TO PAY FOR XEROX INVOICE 800680424, DATED: 8/19/18 FOR \$3,098.48, INVOICES 093997274-093997275 DATED: 8/24/18 FOR \$795.36

POCN 3: TO ADD 1 CENT TO LINE 1 PER AP

Authorized Signature

Pablo Almaraz, CTPM

09/27/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 3)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Lease of Xerox Copiers	985/27	1.0000	EA	\$43,824.59000	\$43,824.59	10/31/2017
						Schedule Total	\$43,824.59
					ReqID: REQ0002740		

Authorized Signature

Pablo Alvarez, CTM

09/27/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 3)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
PO Information 1 Xerox C8070 to Replace CADM B8065H SN 3AG872146 2 Xerox B8065H WS D03983 4 Xerox B8055h with High Capacity Feeders for SNs: Y4X826604, Y4X826615, Y4X826586, Y4X826601 per WS N32711 and WS D03983 3 Xerox C8055H; 1 of 3 SN 8TB554099 to be modified with High Capacity Feeder per WS N32711 and WS D03983 1 Xerox XC60 with Integrated Controller WS R06428 Installation/ Bill to Address: 1701 N. Congress Ave, Austin, TX 78701-1402 Pricing based off of *MAC* State of Texas DIR #DIR-TSO-3043 (Contract No. 072719100) Xerox WS N32711, WS D03983, and WS R06428 Pricing fixed for term All-inclusive maintenance agreement including training, maintenance, parts and consumable supplies including staples (excluding paper) Includes removal of current devices, delivery, installation, network analyst services and training (Current Xerox technology will be removed at the time of installation. All equipment is eligible for Dahill Replacement Guarantee. Includes fleet monitoring software, automated consumables management and network meter collection through express Meters software. Guaranteed response times. All service performed by certified Xerox technicians. 24/7 web-based support. Agency POC: for software and hardware warranties and maintenance is pucsoftware@puc.texas.gov, TEL: 512-936-7100							
	1-1 B8065H 3 hole punch kit, convenience stapler, office finisher, Customer Ed, Analyst Services Black Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to CADM office. PU trade in Xerox 5865APT S/N EX9014951		Qty: 2	UOM: MO	\$327.21 total	\$654.42	
	2-1 B8065H High Volume Finisher, 3 Hole Punch Kit, Convenience Stapler, 3300 Sheet Hicap Fdr, Customer Ed, Analyst Services. Black Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to LEGAL office. PU trade in Xerox 5865APT S/N EX9014798		Qty: 12	UOM: MO	\$369.49 total	\$4,433.88	
	3-1 B8065H High Volume Finisher, 3 Hole Punch Kit, Convenience Stapler, 3300 Sheet Hicap Fdr, Customer Ed, Analyst Services, Black Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to Legal Office. PU trade in Xerox 5865APT S/N EX9014966		Qty: 12	UOM: MO	\$369.49 total	\$4,433.88	
	4-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to		Qty: 2	UOM: MO	\$244.01 total	\$488.02	

Authorized Signature

Pablo Alvarez, CTM

09/27/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 3)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
	Enforcement Oversight. PU trade in Xerox 5865APT S/N EX9014758						
	5-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Finance Division. PU trade in Xerox 5865APT S/N EX9014967		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	6-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Library. PU trade in Xerox 5865APT S/N EX9014981		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	7-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Water Division. PU trade in Xerox 5865APT S/N 9014940		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	8-1 C8055H 2/3 Hole Punch High Capacity Feeder Office Finisher Lx Customer Ed Analyst Services. 75k B/W impressions; + @ 0.0053, 2,600 Color impressions; + @ 0.0456. Deliver to Communications Division. PU trade in Xerox COLORQUBE 93XX S/N XNE135539		Qty: 12	UOM: MO	\$289.59	total \$3,475.08	
	9-1 C8055H 2/3 Hole Punch High Capacity Feeder Office Finisher Lx Customer Ed Analyst Services. 75k B/W Impressions; + @0.0053, 1,650 Color Impressions; + @0.0456. Deliver to Water Division. PU trade in Xerox COLORQUBE 93XX S/N XNE135315		Qty: 12	UOM: MO	\$246.28	total \$2,955.36	
	10-1 C8055H 2/3 Hole Punch Office Finisher Lx Customer Ed Analyst Services. 75K B/W Impressions; + @0.0053, 1,750 Color Impressions; + @0.0456. Deliver to Central Records Division. PU trade in Xerox COLORQUBE 93XX XNE135110		Qty: 2	UOM: MO	\$237.58	total \$475.16	

Authorized Signature

Pablo Alvarez, CTAM

09/27/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 3)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
11-1	XC60 Printer: High Capacity Feeder, C60/70 Br Cz Fold, C60/70 Br Finisher, Post Script Int Svr, Xc550/560 Conv Stplr. Trade in of SN XC560 XPN399861. Consumable Supplies included for all prints. Deliver to Mailroom		Qty: 12	UOM: MO	\$585.72	total \$7,028.64	
12-1	C700FCSRV Integrated Color Server: Customer Ed, Analyst Services. Trade in of SN XC560 XYY331558. Allowance: N/A. Full Service maintenance included		Qty: 12	UOM: MO	\$110.32	total \$1,323.84	
13-1	Xerox C8070H- Includes BR Finisher 2/3 HP, High Cap Feeder, Conv. Stapler, Cust. Ed., Analyst Svcs. Lease Term: 44 Months FMV Lease Pymt: 229.03 Includes 100,000 B/W impressions, overages billed @ \$0.0051 Color impressions billed at \$0.0456/ Copy Consumable supplies included for all prints/ pricing fixed for term		Qty: 10	UOM: MO	\$229.03	total \$2,290.03	
14-1	Xerox B8055H SN Y4X826604- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679493 for B8055H SN Y4X826604. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
15-1	Xerox B8055H SN Y4X826586- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679451 for B8055H SN Y4X826586. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
16-1	Xerox B8055H SN Y4X826601- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679170 for B8055H SN Y4X826601. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
17-1	Xerox B8055H SN Y4X826601- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679170 for B8055H SN Y4X826601. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
18-1	Xerox C8055H SN 8TB554099- Adding Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679105 for B8055H SN 8TB554099. Additional monthly Cost: \$14.23 New Total Lease Pymt: \$251.81 Qty: 10 UOM: MO total \$2,518.10						
Item Total for Line # 1						\$43,824.59	

Authorized Signature

Pablo Alvarez, CTM

09/27/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 3)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
2- 1	Overages	985/27	12.0000	MO	\$100.00000	\$1,200.00	01/18/2018
						Schedule Total	<input type="text" value="\$1,200.00"/>
				ReqID: REQ0002740			
Overages						Item Total for Line # 2	<input type="text" value="\$1,200.00"/>

Total PO Amount

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Authorized Signature

Pablo Alvarez, CTM

09/27/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 3)

GENERAL TERMS AND CONDITIONS ITEMS BELOW APPLY TO AND BECOME A PART OF ANY PUBLIC UTILITY COMMISSION OF TEXAS (PUCT) SOLICITATION DOCUMENT OR PURCHASE ORDER (PO). ANY EXCEPTIONS THERETO MUST BE IN WRITING. 1. BIDDING/OFFER/PROPOSAL REQUIREMENTS: 1.1 Vendors/contractors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. 1.2 Vendors/contractors must price per unit shown. Unit prices shall govern in the event of extension errors. 1.3 Solicitation responses should be submitted on this form and will not be accepted if modified onto or in vendors/contractors format. Solicitation responses must be returned to allow them to be time stamped at the Public Utility Commission of Texas on or before the hour and date specified for the solicitation opening. 1.4 Late and/or unsigned solicitation responses will not be considered under any circumstances. Person signing solicitation must have the authority to bind the firm in a contract. 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated in the solicitation. 1.6 Solicitation prices are requested to be firm for PUCT acceptance for 30 days from solicitation opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned. 1.7 Vendor/contractor should enter Texas Identification Number System (T.I.N.S.) number, full vendor name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, vendor name should appear on each continuation page of a bid. 1.8 Solicitation cannot be altered or amended after opening time unless allowed by law. Alterations made before opening time should be in writing by the vendor or his authorized agent. No solicitation can be withdrawn after opening time without approval by the PUCT based on an acceptable written reason. 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption. Certificates are available upon request. 1.10 The State reserves the right to accept or reject all or any part of any solicitation, waive minor technicalities and award the solicitation to best serve the interests of the state. 1.11 Consistent and continued tie bids/offers could cause rejection of solicitation by the PUCT and/or investigation of the State. 1.12 The telephone number for FAX submission of bids is 1-512-936-7058. This is the only number that will be used for the receipt of bids/offers. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. 1.13 Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the Texas Legislature. 2. SPECIFICATION: 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Solicitation responses on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, §.2155.067. If bidding/offering/ proposing other than referenced items, vendor/contractor should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of the product offered are requested to be made part of the bid/offer. By not taking exception to specifications or reference data will require vendor/contractor to furnish specified brand names, numbers, etc. 2.2 Unless otherwise specified, items bid/offered/ proposed shall be new and unused and of current production. 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed during examination, they will be returned to the vendor on request at vendor's expense. Each sample should be marked with vendors name and address and PO number. Do not enclose in or attach bid/offer to sample. 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications. 2.6 Manufacturer's standard warranty shall apply unless otherwise stated. 2.7 Technology Access Clause Vendor/contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor/contractor represents and warrants to the PUCT that the technology provided to the PUCT for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (a) providing equivalent access for effective use by both visual and non-visual means; (b) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (c) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. This requirement applies to all contracts that involve the purchase of an automated information system, with out regard to: (i) the source of funds used to make the purchase; (ii) whether the purchase is made under delegated purchasing authority; or (iii) whether the purchase is made under the authority of the Texas Government Code, Title 10, Subtitle D, or other law. (d) This section does not apply to the purchase of a wireless communications device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. 3. TIE BIDS: Awards will be made in accordance with 1 TAC §113.6 (b) (3) and 113.8 (preferences). 4. DELIVERY: 4.1 Show number of days required to deliver material to the receiving agency's designated location under normal conditions. By not stating a delivery time, Vendor/contractor is obligated to deliver in 14 calendar days. Unrealistic delivery promised may cause bid/offer to be disregarded. 4.2 If delay is foreseen, vendor/contractor shall give written notice to PUCT. Vendor must keep PUCT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes PUCT to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. 4.3 No substitutions permitted without written approval of PUCT or the Comptroller of Public Accounts. 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PUCT. 5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the State. Authorized personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the solicitation or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance. 6. AWARD OF CONTRACT: A response to the solicitation or PO is an offer to contract based upon the terms, conditions and specifications contained herein. Bids/offers do not become contracts until they are accepted through a PO. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, § 2155.074 2156.007 shall also be considered in making an award. 7. PAYMENT: Vendor shall submit two copies of an itemized invoice showing order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. 8. PATENTS OR COPYRIGHTS: The vendor agrees to protect the State from claims involving infringement of patents or copyrights. 9. ASSIGNMENTS: Vendor/contractor hereby assigns to PUCT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A § 1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. Comm. Code Ann. §15.01, et seq. 10. BIDDER VENDOR AFFIRMATION: Signing the solicitation with a false statement is a material breach of contract and shall void the submitted bid/offer or any resulting contracts, and the vendor shall be removed from all bid lists. By signature here on affixed. The vendor hereby certifies that: 10.1 The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. 10.2 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor/contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State Federal Antitrust Laws, (see Section 9, above) nor communicated directly or indirectly the bid/offer/proposal made to any competitor or any other person engaged in such line of business. 10.3 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(a), the vendor/contractor has not received compensation for participation in the preparation of the specifications for this solicitation. 10.4 Pursuant to Texas Family Code, Title 5, Subtitle D, § 231.006(d), regarding

Authorized Signature

Pablo Alvarez, CTAM

09/27/2018



Public Utility Commission of Texas

Business Unit # 47300

Purchase Order # 18-0000128

Purchase Order Change Notice (# 3)

child support, the vendor/contractor certifies that the individual or business entity named in this bid/offer/PO is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. 10.5 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(b) the vendor/contractor certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. 10.6 INDEMNITY: The vendor/contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor/contractor or any agent, employee, subcontractor, or supplier of vendor/contractor in the execution or performance of this PO/contract. 10.7 Vendor/contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas. 10.8 Vendor/contractor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle 8, § 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the bid/offer/proposal to be evaluated: Name of Former Executive: _____ Name of State Agency: _____ Date of Separation from State Agency: _____ Position with Vendor/Contractor: _____ Date of Employment with Vendor/Contractor: _____ 10.9 Vendor/contractor agrees to comply with Texas Government Code, Title 10, Subtitle D, § 2155.4441 relating to use of service contracts for products produced in 10.10 By signing this bid/offer vendor/contractor certifies that if a Texas address is shown as the address of the vendor/contractor, vendor/contractor qualifies as a Texas Resident Bidder/Offerer/ Proposer as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, §111.2(1 0). 10.11 STATE AUDIT: The vendor/contractor understands that acceptance of funds under this Contract PO acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit, or investigation, in connection with those funds. Vendor/contractor further agrees to cooperate fully with the State Auditor's Office, or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor/contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through vendor/contractor and the requirement to cooperate is included in any subcontract it awards. Texas Government Code, Title 10, Subtitle D, § 2262.003. 11. OWNERSHIP DISCLOSURE: Pursuant to Section 231.006 (c) Family Code, a solicitation response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. 12. NOTE TO BIDDER/ OFFERER/ PROPOSER: The State of Texas Purchase Order, and its General Terms and Conditions, shall constitute a contract between PUCT and the selected/ awarded vendor. Any terms and conditions attached to a solicitation response will not be considered unless specifically referred to in the response. PUCT may elect to execute the referenced terms and conditions provided by the vendor (vendor contract) which shall supplement the purchase order. However, PUCT will not execute a vendor contract with unacceptable, vague, or conflicting terms and may result in disqualification of the bid/ offer/ or proposal. In the event of a conflict between the PO and any executed vendor contract, the PUCT PO shall prevail. 13. DISPUTE: Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract/PO for goods and services, for which this chapter applies must be resolved under the provisions of this chapter. PUCT Protest Procedures will be provided upon request. 14. TEXAS PUBLIC INFORMATION ACT AND CONFIDENTIAL INFORMATION: Information, documents and other material connected with this solicitation or any resulting contract may be subject to public disclosure under the Texas Public Information Act unless vendor/contractor can show the response or specific parts of it are exempt from public disclosure. PUCT will not assert legal arguments on behalf of vendors/contractors. If the vendor/contractor believes that parts of a response to this solicitation are confidential, he must state in conspicuous letters the term "CONFIDENTIAL" on that part it believes to be confidential. 15. CANCELLATION: Unless otherwise specified in the solicitation, PUCT may cancel the purchase order without penalty, either in whole or in part for any reason. 16. STATE LAWS: The resulting contract/PO shall be governed by and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Travis County, Texas. 17. CONSTRUCTION: The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision. Neither party may assign the contract without the prior written consent of the other party. Any amendment or modification will be effective only if in writing and signed by PUCT. 18. DISCRETIONARY EXTENSION: Contracts for services, whose original period were for one year or longer, may be extended for up to ninety (90) days beyond the normal expiration date of the contract, under substantially the same terms and conditions, provided the vendor/ contractor and the PUCT mutually agree to extension and pricing during the extension period. 19. FORCE MAJEURE: PUCT may grant relief from performance to the extent performance is delayed or damaged beyond the reasonable control of the affected party which could not, by due diligence, have avoided. Such causes include, but are not limited to, Acts of God, severe weather, explosions, riots, acts of war, labor strike, or orders of legal authority

Authorized Signature

Pablo Alvarez, CTAM

09/27/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 4)

Payment Terms: **NET30** Freight Terms: **FOB Shipping** Ship Via: **US MAIL** PCC: **I** Date: **10/31/17** PO Method: **DG** Dispatch: **Dispatch** Rev Dt: **09/28/18**
Via Email

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: XEROX CORPORATION
 PO BOX 731892
 DALLAS TX 753731892
 United States

Ship To: 0001 - PUBLIC UTILITY COMMISSION O
 SUITE 8-100
 1701 N CONGRESS AVENUE
 Austin TX 78701
 United States

Vendor ID: 1160468020 4

Purchaser: Pablo Almaraz

Phone: 512/936-7069

Fax: 512/936-7058

Email: pablo.almaraz@puc.texas.gov

Bill To: PUBLIC UTILITY COMMISSION OF
 TEXAS
 Attn: Accounts Payable
 P.O. Box 13326
 Austin TX 78711-3326
 United States

Fax:
Email: payables@puc.texas.gov

PO Information:

PO Information

- 1 Xerox C8070 to Replace CADM B8065H SN 3AG872146
- 2 Xerox B8065H WS D03983
- 4 Xerox B8055h with High Capacity Feeders for SNs: Y4X826604, Y4X826615, Y4X826586, Y4X826601 per WS N32711 and WS D03983
- 3 Xerox C8055H; 1 of 3 SN 8TB554099 to be modified with High Capacity Feeder per WS N32711 and WS D03983
- 1 Xerox XC60 with Integrated Controller WS R06428

48 Month Agreement between Public Utility Commission of Texas and Xerox/Dahill
 FY 18, 1st of 4 Year Service Period 9/1/2017 - 8/31/2018
 Pricing based off of *MAC* State of Texas DIR #DIR-TSO-3043 (Contract No. 072719100)

Installation/ Bill to Address: 1701 N. Congress Ave, Austin, TX 78701-1402
 Xerox WS N32711, WS D03983, and WS R06428

Pricing fixed for term

All-inclusive maintenance agreement including training, maintenance, parts and consumable supplies including staples (excluding paper) Includes removal of current devices, delivery, installation, network analyst services and training (Current Xerox technology will be removed at the time of installation. All equipment is eligible for Dahill Replacement Guarantee. Includes fleet monitoring software, automated consumables management and network meter collection through express Meters software. Guaranteed response times. All service performed by certified Xerox technicians. 24/7 web-based support.

Agency POC: for software and hardware warranties and maintenance is pucsoftware@puc.texas.gov, TEL: 512-936-7100

- POCN 1: 01/18/18: TO ADD LINE 2 FOR OVERAGE COSTS IF NEEDED
- POCN 2: TO ADD \$1,816.25 TO LINE ONE PER AP REQUEST TO PAY FOR XEROX INVOICE 800680424, DATED: 8/19/18 FOR \$3,098.48, INVOICES 093997274-093997275 DATED: 8/24/18 FOR \$795.36
- POCN 3: TO ADD 1 CENT TO LINE 1 PER AP
- POCN 4: TO ADD \$795.36 TO LINE 1 PER AP

Authorized Signature

Pablo Almaraz, CTM

09/28/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 4)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Lease of Xerox Copiers	985/27	1.0000	EA	\$44,619.95000	\$44,619.95	10/31/2017
						Schedule Total	\$44,619.95
				ReqID:			
				REQ0002740			

Authorized Signature

Pablo Alvarez, CTM

09/28/2018



Public Utility Commission of Texas
Business Unit # 47300
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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
PO Information 1 Xerox C8070 to Replace CADM B8065H SN 3AG872146 2 Xerox B8065H WS D03983 4 Xerox B8055h with High Capacity Feeders for SNs: Y4X826604, Y4X826615, Y4X826586, Y4X826601 per WS N32711 and WS D03983 3 Xerox C8055H; 1 of 3 SN 8TB554099 to be modified with High Capacity Feeder per WS N32711 and WS D03983 1 Xerox XC60 with Integrated Controller WS R06428 Installation/ Bill to Address: 1701 N. Congress Ave, Austin, TX 78701-1402 Pricing based off of *MAC* State of Texas DIR #DIR-TSO-3043 (Contract No. 072719100) Xerox WS N32711, WS D03983, and WS R06428 Pricing fixed for term All-inclusive maintenance agreement including training, maintenance, parts and consumable supplies including staples (excluding paper) Includes removal of current devices, delivery, installation, network analyst services and training (Current Xerox technology will be removed at the time of installation. All equipment is eligible for Dahill Replacement Guarantee. Includes fleet monitoring software, automated consumables management and network meter collection through express Meters software. Guaranteed response times. All service performed by certified Xerox technicians. 24/7 web-based support. Agency POC: for software and hardware warranties and maintenance is pucsoftware@puc.texas.gov, TEL: 512-936-7100							
	1-1 B8065H 3 hole punch kit, convenience stapler, office finisher, Customer Ed, Analyst Services Black Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to CADM office. PU trade in Xerox 5865APT S/N EX9014951		Qty: 2	UOM: MO	\$327.21	total \$654.42	
	2-1 B8065H High Volume Finisher, 3 Hole Punch Kit, Convenience Stapler, 3300 Sheet Hicap Fdr, Customer Ed, Analyst Services. Black Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to LEGAL office. PU trade in Xerox 5865APT S/N EX9014798		Qty: 12	UOM: MO	\$369.49	total \$4,433.88	
	3-1 B8065H High Volume Finisher, 3 Hole Punch Kit, Convenience Stapler, 3300 Sheet Hicap Fdr, Customer Ed, Analyst Services, Black Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to Legal Office. PU trade in Xerox 5865APT S/N EX9014966		Qty: 12	UOM: MO	\$369.49	total \$4,433.88	
	4-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to		Qty: 2	UOM: MO	\$244.01	total \$488.02	

Authorized Signature

Pablo Alvarez, CTM

09/28/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 4)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
	Enforcement Oversight. PU trade in Xerox 5865APT S/N EX9014758						
	5-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Finance Division. PU trade in Xerox 5865APT S/N EX9014967		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	6-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Library. PU trade in Xerox 5865APT S/N EX9014981		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	7-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Water Division. PU trade in Xerox 5865APT S/N 9014940		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	8-1 C8055H 2/3 Hole Punch High Capacity Feeder Office Finisher Lx Customer Ed Analyst Services. 75k B/W impressions; + @ 0.0053, 2,600 Color impressions; + @ 0.0456. Deliver to Communications Division. PU trade in Xerox COLORQUBE 93XX S/N XNE135539		Qty: 12	UOM: MO	\$289.59	total \$3,475.08	
	9-1 C8055H 2/3 Hole Punch High Capacity Feeder Office Finisher Lx Customer Ed Analyst Services. 75k B/W Impressions; + @0.0053. 1,650 Color Impressions; + @0.0456. Deliver to Water Division. PU trade in Xerox COLORQUBE 93XX S/N XNE135315		Qty: 12	UOM: MO	\$246.28	total \$2,955.36	
	10-1 C8055H 2/3 Hole Punch Office Finisher Lx Customer Ed Analyst Services. 75K B/W Impressions; + @0.0053, 1,750 Color Impressions; + @0.0456. Deliver to Central Records Division. PU trade in Xerox COLORQUBE 93XX XNE135110		Qty: 2	UOM: MO	\$237.58	total \$475.16	

Authorized Signature

Pablo Alvarez, CTAM

09/28/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 4)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
11-1	XC60 Printer: High Capacity Feeder, C60/70 Br Cz Fold, C60/70 Br Finisher, Post Script Int Svr, Xc550/560 Conv Stplr. Trade in of SN XC560 XPN399861. Consumable Supplies included for all prints. Deliver to Mailroom		Qty: 12	UOM: MO	\$585.72	total \$7,028.64	
12-1	C700FCSRV Integrated Color Server: Customer Ed, Analyst Services. Trade in of SN XC560 XYY331558. Allowance: N/A. Full Service maintenance included		Qty: 12	UOM: MO	\$110.32	total \$1,323.84	
13-1	Xerox C8070H- Includes BR Finisher 2/3 HP, High Cap Feeder, Conv. Stapler, Cust. Ed., Analyst Svcs. Lease Term: 44 Months FMV Lease Pymt: 229.03 Includes 100,000 B/W impressions, overages billed @ \$0.0051 Color impressions billed at \$0.0456/ Copy Consumable supplies included for all prints/ pricing fixed for term		Qty: 10	UOM: MO	\$229.03	total \$2,290.03	
14-1	Xerox B8055H SN Y4X826604- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679493 for B8055H SN Y4X826604. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
15-1	Xerox B8055H SN Y4X826586- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679451 for B8055H SN Y4X826586. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
16-1	Xerox B8055H SN Y4X826601- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679170 for B8055H SN Y4X826601. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
17-1	Xerox B8055H SN Y4X826601- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679170 for B8055H SN Y4X826601. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
18-1	Xerox C8055H SN 8TB554099- Adding Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679105 for B8055H SN 8TB554099. Additional monthly Cost: \$14.23 New Total Lease Pymt: \$251.81 Qty: 10 UOM: MO total \$2,518.10						
Item Total for Line # 1						\$44,619.95	

Authorized Signature

Pablo Alvarez, CTM

09/28/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 4)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
2- 1	Overages	985/27	12.0000	MO	\$100.00000	\$1,200.00	01/18/2018
						Schedule Total	<input type="text" value="\$1,200.00"/>
						ReqID: REQ0002740	
Overages						Item Total for Line # 2	<input type="text" value="\$1,200.00"/>

Total PO Amount

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Authorized Signature

Pablo Alvarez, CTM

09/28/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 4)

GENERAL TERMS AND CONDITIONS ITEMS BELOW APPLY TO AND BECOME A PART OF ANY PUBLIC UTILITY COMMISSION OF TEXAS (PUCT) SOLICITATION DOCUMENT OR PURCHASE ORDER (PO). ANY EXCEPTIONS THERETO MUST BE IN WRITING. 1. BIDDING/OFFER/PROPOSAL REQUIREMENTS: 1.1 Vendors/contractors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. 1.2 Vendors/contractors must price per unit shown. Unit prices shall govern in the event of extension errors. 1.3 Solicitation responses should be submitted on this form and will not be accepted if modified onto or in vendors/contractors format. Solicitation responses must be returned to allow them to be time stamped at the Public Utility Commission of Texas on or before the hour and date specified for the solicitation opening. 1.4 Late and/or unsigned solicitation responses will not be considered under any circumstances. Person signing solicitation must have the authority to bind the firm in a contract. 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated in the solicitation. 1.6 Solicitation prices are requested to be firm for PUCT acceptance for 30 days from solicitation opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned. 1.7 Vendor/contractor should enter Texas Identification Number System (T.I.N.S.) number, full vendor name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, vendor name should appear on each continuation page of a bid. 1.8 Solicitation cannot be altered or amended after opening time unless allowed by law. Alterations made before opening time should be in writing by the vendor or his authorized agent. No solicitation can be withdrawn after opening time without approval by the PUCT based on an acceptable written reason. 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption. Certificates are available upon request. 1.10 The State reserves the right to accept or reject all or any part of any solicitation, waive minor technicalities and award the solicitation to best serve the interests of the state. 1.11 Consistent and continued tie bids/offers could cause rejection of solicitation by the PUCT and/or investigation of the State. 1.12 The telephone number for FAX submission of bids is 1-512-936-7058. This is the only number that will be used for the receipt of bids/offers. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. 1.13 Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the Texas Legislature. 2. SPECIFICATION: 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Solicitation responses on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, §.2155.067. If bidding/offering/ proposing other than referenced items, vendor/contractor should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of the product offered are requested to be made part of the bid/offer. By not taking exception to specifications or reference data will require vendor/contractor to furnish specified brand names, numbers, etc. 2.2 Unless otherwise specified, items bid/offered/ proposed shall be new and unused and of current production. 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed during examination, they will be returned to the vendor on request at vendor's expense. Each sample should be marked with vendors name and address and PO number. Do not enclose in or attach bid/offer to sample. 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications. 2.6 Manufacturer's standard warranty shall apply unless otherwise stated. 2.7 Technology Access Clause Vendor/contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor/contractor represents and warrants to the PUCT that the technology provided to the PUCT for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (a) providing equivalent access for effective use by both visual and non-visual means; (b) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (c) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. This requirement applies to all contracts that involve the purchase of an automated information system, with out regard to: (i) the source of funds used to make the purchase; (ii) whether the purchase is made under delegated purchasing authority; or (iii) whether the purchase is made under the authority of the Texas Government Code, Title 10, Subtitle D, or other law. (d) This section does not apply to the purchase of a wireless communications device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. 3. TIE BIDS: Awards will be made in accordance with 1 TAC §113.6 (b) (3) and 113.8 (preferences). 4. DELIVERY: 4.1 Show number of days required to deliver material to the receiving agency's designated location under normal conditions. By not stating a delivery time, Vendor/contractor is obligated to deliver in 14 calendar days. Unrealistic delivery promised may cause bid/offer to be disregarded. 4.2 If delay is foreseen, vendor/contractor shall give written notice to PUCT. Vendor must keep PUCT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes PUCT to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. 4.3 No substitutions permitted without written approval of PUCT or the Comptroller of Public Accounts. 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PUCT. 5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the State. Authorized personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the solicitation or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance. 6. AWARD OF CONTRACT: A response to the solicitation or PO is an offer to contract based upon the terms, conditions and specifications contained herein. Bids/offers do not become contracts until they are accepted through a PO. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, § 2155.074 2156.007 shall also be considered in making an award. 7. PAYMENT: Vendor shall submit two copies of an itemized invoice showing order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. 8. PATENTS OR COPYRIGHTS: The vendor agrees to protect the State from claims involving infringement of patents or copyrights. 9. ASSIGNMENTS: Vendor/contractor hereby assigns to PUCT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A § 1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. Comm. Code Ann. §15.01, et seq. 10. BIDDER VENDOR AFFIRMATION: Signing the solicitation with a false statement is a material breach of contract and shall void the submitted bid/offer or any resulting contracts, and the vendor shall be removed from all bid lists. By signature here on affixed. The vendor hereby certifies that: 10.1 The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. 10.2 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor/contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State Federal Antitrust Laws, (see Section 9, above) nor communicated directly or indirectly the bid/offer/proposal made to any competitor or any other person engaged in such line of business. 10.3 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(a), the vendor/contractor has not received compensation for participation in the preparation of the specifications for this solicitation. 10.4 Pursuant to Texas Family Code, Title 5, Subtitle D, § 231.006(d), regarding

Authorized Signature

Pablo Alvarez, CTAM

09/28/2018



Public Utility Commission of Texas

Business Unit # 47300

Purchase Order # 18-0000128

Purchase Order Change Notice (# 4)

child support, the vendor/contractor certifies that the individual or business entity named in this bid/offer/PO is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. 10.5 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(b) the vendor/contractor certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. 10.6 INDEMNITY: The vendor/contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor/contractor or any agent, employee, subcontractor, or supplier of vendor/contractor in the execution or performance of this PO/contract. 10.7 Vendor/contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas. 10.8 Vendor/contractor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle 8, § 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the bid/offer/proposal to be evaluated: Name of Former Executive: _____ Name of State Agency: _____ Date of Separation from State Agency: _____ Position with Vendor/Contractor: _____ Date of Employment with Vendor/Contractor: _____ 10.9 Vendor/contractor agrees to comply with Texas Government Code, Title 10, Subtitle D, § 2155.4441 relating to use of service contracts for products produced in 10.10 By signing this bid/offer vendor/contractor certifies that if a Texas address is shown as the address of the vendor/contractor, vendor/contractor qualifies as a Texas Resident Bidder/Offerer/ Proposer as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, §111.2(1 0). 10.11 STATE AUDIT: The vendor/contractor understands that acceptance of funds under this Contract PO acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit, or investigation, in connection with those funds. Vendor/contractor further agrees to cooperate fully with the State Auditor's Office, or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor/contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through vendor/contractor and the requirement to cooperate is included in any subcontract it awards. Texas Government Code, Title 10, Subtitle D, § 2262.003. 11. OWNERSHIP DISCLOSURE: Pursuant to Section 231.006 (c) Family Code, a solicitation response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. 12. NOTE TO BIDDER/ OFFERER/ PROPOSER: The State of Texas Purchase Order, and its General Terms and Conditions, shall constitute a contract between PUCT and the selected/ awarded vendor. Any terms and conditions attached to a solicitation response will not be considered unless specifically referred to in the response. PUCT may elect to execute the referenced terms and conditions provided by the vendor (vendor contract) which shall supplement the purchase order. However, PUCT will not execute a vendor contract with unacceptable, vague, or conflicting terms and may result in disqualification of the bid/ offer/ or proposal. In the event of a conflict between the PO and any executed vendor contract, the PUCT PO shall prevail. 13. DISPUTE: Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract/PO for goods and services, for which this chapter applies must be resolved under the provisions of this chapter. PUCT Protest Procedures will be provided upon request. 14. TEXAS PUBLIC INFORMATION ACT AND CONFIDENTIAL INFORMATION: Information, documents and other material connected with this solicitation or any resulting contract may be subject to public disclosure under the Texas Public Information Act unless vendor/contractor can show the response or specific parts of it are exempt from public disclosure. PUCT will not assert legal arguments on behalf of vendors/contractors. If the vendor/contractor believes that parts of a response to this solicitation are confidential, he must state in conspicuous letters the term "CONFIDENTIAL" on that part it believes to be confidential. 15. CANCELLATION: Unless otherwise specified in the solicitation, PUCT may cancel the purchase order without penalty, either in whole or in part for any reason. 16. STATE LAWS: The resulting contract/PO shall be governed by and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Travis County, Texas. 17. CONSTRUCTION: The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision. Neither party may assign the contract without the prior written consent of the other party. Any amendment or modification will be effective only if in writing and signed by PUCT. 18. DISCRETIONARY EXTENSION: Contracts for services, whose original period were for one year or longer, may be extended for up to ninety (90) days beyond the normal expiration date of the contract, under substantially the same terms and conditions, provided the vendor/ contractor and the PUCT mutually agree to extension and pricing during the extension period. 19. FORCE MAJEURE: PUCT may grant relief from performance to the extent performance is delayed or damaged beyond the reasonable control of the affected party which could not, by due diligence, have avoided. Such causes include ,but are not limited to, Acts of God, severe weather, explosions, riots, acts of war, labor strike, or orders of legal authority

Authorized Signature

Pablo Alvarez, CTAM

09/28/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 5)

Payment Terms: **NET30** Freight Terms: **FOB Shipping** Ship Via: **US MAIL** PCC: **I** Date: **10/31/17** PO Method: **DG** Dispatch: **Dispatch** Rev Dt: **10/04/18**
Via Email

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: XEROX CORPORATION
 PO BOX 731892
 DALLAS TX 753731892
 United States

Ship To: 0001 - PUBLIC UTILITY COMMISSION O
 SUITE 8-100
 1701 N CONGRESS AVENUE
 Austin TX 78701
 United States

Vendor ID: 1160468020 4

Purchaser: Pablo Almaraz

Phone: 512/936-7069

Fax: 512/936-7058

Email: pablo.almaraz@puc.texas.gov

Bill To: PUBLIC UTILITY COMMISSION OF
 TEXAS
 Attn: Accounts Payable
 P.O. Box 13326
 Austin TX 78711-3326
 United States

Fax:
Email: payables@puc.texas.gov

PO Information:

PO Information

- 1 Xerox C8070 to Replace CADM B8065H SN 3AG872146
- 2 Xerox B8065H WS D03983
- 4 Xerox B8055h with High Capacity Feeders for SNs: Y4X826604, Y4X826615, Y4X826586, Y4X826601 per WS N32711 and WS D03983
- 3 Xerox C8055H; 1 of 3 SN 8TB554099 to be modified with High Capacity Feeder per WS N32711 and WS D03983
- 1 Xerox XC60 with Integrated Controller WS R06428

48 Month Agreement between Public Utility Commission of Texas and Xerox/Dahill
 FY 18, 1st of 4 Year Service Period 9/1/2017 - 8/31/2018
 Pricing based off of *MAC* State of Texas DIR #DIR-TSO-3043 (Contract No. 072719100)

Installation/ Bill to Address: 1701 N. Congress Ave, Austin, TX 78701-1402
 Xerox WS N32711, WS D03983, and WS R06428

Pricing fixed for term

All-inclusive maintenance agreement including training, maintenance, parts and consumable supplies including staples (excluding paper) Includes removal of current devices, delivery, installation, network analyst services and training (Current Xerox technology will be removed at the time of installation. All equipment is eligible for Dahill Replacement Guarantee. Includes fleet monitoring software, automated consumables management and network meter collection through express Meters software. Guaranteed response times. All service performed by certified Xerox technicians. 24/7 web-based support.

Agency POC: for software and hardware warranties and maintenance is pucsoftware@puc.texas.gov, TEL: 512-936-7100

- POCN 1: 01/18/18: TO ADD LINE 2 FOR OVERAGE COSTS IF NEEDED
- POCN 2: TO ADD \$1,816.25 TO LINE ONE PER AP REQUEST TO PAY FOR XEROX INVOICE 800680424, DATED: 8/19/18 FOR \$3,098.48, INVOICES 093997274-093997275 DATED: 8/24/18 FOR \$795.36
- POCN 3: TO ADD 1 CENT TO LINE 1 PER AP
- POCN 4: TO ADD \$795.36 TO LINE 1 PER AP
- POCN 5: TO ADD \$795.36 TO LINE 1 PER AP

Authorized Signature

Pablo Almaraz, CTM

10/04/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 5)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Lease of Xerox Copiers	985/27	1.0000	EA	\$44,619.95000	\$44,619.95	10/31/2017
						Schedule Total	\$44,619.95
				ReqID:			
				REQ0002740			

Authorized Signature

Pablo Alvarez, CTPM

10/04/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 5)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
<p>PO Information</p> <p>1 Xerox C8070 to Replace CADM B8065H SN 3AG872146</p> <p>2 Xerox B8065H WS D03983</p> <p>4 Xerox B8055h with High Capacity Feeders for SNs: Y4X826604, Y4X826615, Y4X826586, Y4X826601 per WS N32711 and WS D03983</p> <p>3 Xerox C8055H; 1 of 3 SN 8TB554099 to be modified with High Capacity Feeder per WS N32711 and WS D03983</p> <p>1 Xerox XC60 with Integrated Controller WS R06428</p> <p>Installation/ Bill to Address: 1701 N. Congress Ave, Austin, TX 78701-1402</p> <p>Pricing based off of *MAC* State of Texas DIR #DIR-TSO-3043 (Contract No. 072719100)</p> <p>Xerox WS N32711, WS D03983, and WS R06428</p> <p>Pricing fixed for term</p> <p>All-inclusive maintenance agreement including training, maintenance, parts and consumable supplies including staples (excluding paper) Includes removal of current devices, delivery, installation, network analyst services and training (Current Xerox technology will be removed at the time of installation. All equipment is eligible for Dahill Replacement Guarantee. Includes fleet monitoring software, automated consumables management and network meter collection through express Meters software. Guaranteed response times. All service performed by certified Xerox technicians. 24/7 web-based support.</p> <p>Agency POC: for software and hardware warranties and maintenance is pucsoftware@puc.texas.gov, TEL: 512-936-7100</p>							
	1-1 B8065H 3 hole punch kit, convenience stapler, office finisher, Customer Ed, Analyst Services Black		Qty: 2	UOM: MO	\$327.21 total	\$654.42	
	Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to CADM office. PU trade in Xerox 5865APT S/N EX9014951						
	2-1 B8065H High Volume Finisher, 3 Hole Punch Kit, Convenience Stapler, 3300 Sheet Hicap Fdr, Customer Ed, Analyst Services. Black		Qty: 12	UOM: MO	\$369.49 total	\$4,433.88	
	Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to LEGAL office. PU trade in Xerox 5865APT S/N EX9014798						
	3-1 B8065H High Volume Finisher, 3 Hole Punch Kit, Convenience Stapler, 3300 Sheet Hicap Fdr, Customer Ed, Analyst Services, Black		Qty: 12	UOM: MO	\$369.49 total	\$4,433.88	
	Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to Legal Office. PU trade in Xerox 5865APT S/N EX9014966						
	4-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to		Qty: 2	UOM: MO	\$244.01 total	\$488.02	

Authorized Signature

Pablo Alvarez, CTPM

10/04/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 5)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
	Enforcement Oversight. PU trade in Xerox 5865APT S/N EX9014758						
	5-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Finance Division. PU trade in Xerox 5865APT S/N EX9014967		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	6-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Library. PU trade in Xerox 5865APT S/N EX9014981		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	7-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Water Division. PU trade in Xerox 5865APT S/N 9014940		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	8-1 C8055H 2/3 Hole Punch High Capacity Feeder Office Finisher Lx Customer Ed Analyst Services. 75k B/W impressions; + @ 0.0053, 2,600 Color impressions; + @ 0.0456. Deliver to Communications Division. PU trade in Xerox COLORQUBE 93XX S/N XNE135539		Qty: 12	UOM: MO	\$289.59	total \$3,475.08	
	9-1 C8055H 2/3 Hole Punch High Capacity Feeder Office Finisher Lx Customer Ed Analyst Services. 75k B/W Impressions; + @0.0053. 1,650 Color Impressions; + @0.0456. Deliver to Water Division. PU trade in Xerox COLORQUBE 93XX S/N XNE135315		Qty: 12	UOM: MO	\$246.28	total \$2,955.36	
	10-1 C8055H 2/3 Hole Punch Office Finisher Lx Customer Ed Analyst Services. 75K B/W Impressions; + @0.0053, 1,750 Color Impressions; + @0.0456. Deliver to Central Records Division. PU trade in Xerox COLORQUBE 93XX XNE135110		Qty: 2	UOM: MO	\$237.58	total \$475.16	

Authorized Signature

Pablo Alvarez, CTAM

10/04/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 5)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
11-1	XC60 Printer: High Capacity Feeder, C60/70 Br Cz Fold, C60/70 Br Finisher, Post Script Int Svr, Xc550/560 Conv Stplr. Trade in of SN XC560 XPN399861. Consumable Supplies included for all prints. Deliver to Mailroom		Qty: 12	UOM: MO	\$585.72	total \$7,028.64	
12-1	C700FCSRV Integrated Color Server: Customer Ed, Analyst Services. Trade in of SN XC560 XYY331558. Allowance: N/A. Full Service maintenance included		Qty: 12	UOM: MO	\$110.32	total \$1,323.84	
13-1	Xerox C8070H- Includes BR Finisher 2/3 HP, High Cap Feeder, Conv. Stapler, Cust. Ed., Analyst Svcs. Lease Term: 44 Months FMV Lease Pymt: 229.03 Includes 100,000 B/W impressions, overages billed @ \$0.0051 Color impressions billed at \$0.0456/ Copy Consumable supplies included for all prints/ pricing fixed for term		Qty: 10	UOM: MO	\$229.03	total \$2,290.03	
14-1	Xerox B8055H SN Y4X826604- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679493 for B8055H SN Y4X826604. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
15-1	Xerox B8055H SN Y4X826586- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679451 for B8055H SN Y4X826586. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
16-1	Xerox B8055H SN Y4X826601- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679170 for B8055H SN Y4X826601. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
17-1	Xerox B8055H SN Y4X826601- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679170 for B8055H SN Y4X826601. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
18-1	Xerox C8055H SN 8TB554099- Adding Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679105 for B8055H SN 8TB554099. Additional monthly Cost: \$14.23 New Total Lease Pymt: \$251.81 Qty: 10 UOM: MO total \$2,518.10						
Item Total for Line # 1						\$44,619.95	

Authorized Signature

Pablo Alvarez, CTM

10/04/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 5)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
2- 1	Overages	985/27	12.0000	MO	\$100.00000	\$1,200.00	01/18/2018
						Schedule Total	<input type="text" value="\$1,200.00"/>
						ReqID: REQ0002740	
Overages						Item Total for Line # 2	<input type="text" value="\$1,200.00"/>
3- 1	POCN 1	985/27	1.0000	EA	\$2,260.90000	\$2,260.90	10/04/2018
						Schedule Total	<input type="text" value="\$2,260.90"/>
						Item Total for Line # 3	<input type="text" value="\$2,260.90"/>
						Total PO Amount	<input type="text" value="\$48,080.85"/>

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Authorized Signature
 CTAM
10/04/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 5)

GENERAL TERMS AND CONDITIONS ITEMS BELOW APPLY TO AND BECOME A PART OF ANY PUBLIC UTILITY COMMISSION OF TEXAS (PUCT) SOLICITATION DOCUMENT OR PURCHASE ORDER (PO). ANY EXCEPTIONS THERETO MUST BE IN WRITING. 1. BIDDING/OFFER/PROPOSAL REQUIREMENTS: 1.1 Vendors/contractors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. 1.2 Vendors/contractors must price per unit shown. Unit prices shall govern in the event of extension errors. 1.3 Solicitation responses should be submitted on this form and will not be accepted if modified onto or in vendors/contractors format. Solicitation responses must be returned to allow them to be time stamped at the Public Utility Commission of Texas on or before the hour and date specified for the solicitation opening. 1.4 Late and/or unsigned solicitation responses will not be considered under any circumstances. Person signing solicitation must have the authority to bind the firm in a contract. 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated in the solicitation. 1.6 Solicitation prices are requested to be firm for PUCT acceptance for 30 days from solicitation opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned. 1.7 Vendor/contractor should enter Texas Identification Number System (T.I.N.S.) number, full vendor name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, vendor name should appear on each continuation page of a bid. 1.8 Solicitation cannot be altered or amended after opening time unless allowed by law. Alterations made before opening time should be in writing by the vendor or his authorized agent. No solicitation can be withdrawn after opening time without approval by the PUCT based on an acceptable written reason. 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption. Certificates are available upon request. 1.10 The State reserves the right to accept or reject all or any part of any solicitation, waive minor technicalities and award the solicitation to best serve the interests of the state. 1.11 Consistent and continued tie bids/offers could cause rejection of solicitation by the PUCT and/or investigation of the State. 1.12 The telephone number for FAX submission of bids is 1-512-936-7058. This is the only number that will be used for the receipt of bids/offers. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. 1.13 Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the Texas Legislature. 2. SPECIFICATION: 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Solicitation responses on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, §.2155.067. If bidding/offering/ proposing other than referenced items, vendor/contractor should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of the product offered are requested to be made part of the bid/offer. By not taking exception to specifications or reference data will require vendor/contractor to furnish specified brand names, numbers, etc. 2.2 Unless otherwise specified, items bid/offered/ proposed shall be new and unused and of current production. 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed during examination, they will be returned to the vendor on request at vendor's expense. Each sample should be marked with vendors name and address and PO number. Do not enclose in or attach bid/offer to sample. 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications. 2.6 Manufacturer's standard warranty shall apply unless otherwise stated. 2.7 Technology Access Clause Vendor/contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor/contractor represents and warrants to the PUCT that the technology provided to the PUCT for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (a) providing equivalent access for effective use by both visual and non-visual means; (b) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (c) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. This requirement applies to all contracts that involve the purchase of an automated information system, with out regard to: (i) the source of funds used to make the purchase; (ii) whether the purchase is made under delegated purchasing authority; or (iii) whether the purchase is made under the authority of the Texas Government Code, Title 10, Subtitle D, or other law. (d) This section does not apply to the purchase of a wireless communications device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. 3. TIE BIDS: Awards will be made in accordance with 1 TAC §113.6 (b) (3) and 113.8 (preferences). 4. DELIVERY: 4.1 Show number of days required to deliver material to the receiving agency's designated location under normal conditions. By not stating a delivery time, Vendor/contractor is obligated to deliver in 14 calendar days. Unrealistic delivery promised may cause bid/offer to be disregarded. 4.2 If delay is foreseen, vendor/contractor shall give written notice to PUCT. Vendor must keep PUCT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes PUCT to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. 4.3 No substitutions permitted without written approval of PUCT or the Comptroller of Public Accounts. 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PUCT. 5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the State. Authorized personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the solicitation or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance. 6. AWARD OF CONTRACT: A response to the solicitation or PO is an offer to contract based upon the terms, conditions and specifications contained herein. Bids/offers do not become contracts until they are accepted through a PO. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, § 2155.074 2156.007 shall also be considered in making an award. 7. PAYMENT: Vendor shall submit two copies of an itemized invoice showing order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. 8. PATENTS OR COPYRIGHTS: The vendor agrees to protect the State from claims involving infringement of patents or copyrights. 9. ASSIGNMENTS: Vendor/contractor hereby assigns to PUCT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A § 1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. Comm. Code Ann. §15.01, et seq. 10. BIDDER VENDOR AFFIRMATION: Signing the solicitation with a false statement is a material breach of contract and shall void the submitted bid/offer or any resulting contracts, and the vendor shall be removed from all bid lists. By signature here on affixed. The vendor hereby certifies that: 10.1 The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. 10.2 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor/contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State Federal Antitrust Laws, (see Section 9, above) nor communicated directly or indirectly the bid/offer/proposal made to any competitor or any other person engaged in such line of business. 10.3 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(a), the vendor/contractor has not received compensation for participation in the preparation of the specifications for this solicitation. 10.4 Pursuant to Texas Family Code, Title 5, Subtitle D, § 231.006(d), regarding

Authorized Signature

Pablo Alvarez, CTAM

10/04/2018



Public Utility Commission of Texas

Business Unit # 47300

Purchase Order # 18-0000128

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child support, the vendor/contractor certifies that the individual or business entity named in this bid/offer/PO is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. 10.5 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(b) the vendor/contractor certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. 10.6 INDEMNITY: The vendor/contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor/contractor or any agent, employee, subcontractor, or supplier of vendor/contractor in the execution or performance of this PO/contract. 10.7 Vendor/contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas. 10.8 Vendor/contractor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle 8, § 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the bid/offer/proposal to be evaluated: Name of Former Executive: _____ Name of State Agency: _____ Date of Separation from State Agency: _____ Position with Vendor/Contractor: _____ Date of Employment with Vendor/Contractor: _____ 10.9 Vendor/contractor agrees to comply with Texas Government Code, Title 10, Subtitle D, § 2155.4441 relating to use of service contracts for products produced in 10.10 By signing this bid/offer vendor/contractor certifies that if a Texas address is shown as the address of the vendor/contractor, vendor/contractor qualifies as a Texas Resident Bidder/Offerer/ Proposer as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, §111.2(1 0). 10.11 STATE AUDIT: The vendor/contractor understands that acceptance of funds under this Contract PO acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit, or investigation, in connection with those funds. Vendor/contractor further agrees to cooperate fully with the State Auditor's Office, or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor/contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through vendor/contractor and the requirement to cooperate is included in any subcontract it awards. Texas Government Code, Title 10, Subtitle D, § 2262.003. 11. OWNERSHIP DISCLOSURE: Pursuant to Section 231.006 (c) Family Code, a solicitation response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. 12. NOTE TO BIDDER/ OFFERER/ PROPOSER: The State of Texas Purchase Order, and its General Terms and Conditions, shall constitute a contract between PUCT and the selected/ awarded vendor. Any terms and conditions attached to a solicitation response will not be considered unless specifically referred to in the response. PUCT may elect to execute the referenced terms and conditions provided by the vendor (vendor contract) which shall supplement the purchase order. However, PUCT will not execute a vendor contract with unacceptable, vague, or conflicting terms and may result in disqualification of the bid/ offer/ or proposal. In the event of a conflict between the PO and any executed vendor contract, the PUCT PO shall prevail. 13. DISPUTE: Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract/PO for goods and services, for which this chapter applies must be resolved under the provisions of this chapter. PUCT Protest Procedures will be provided upon request. 14. TEXAS PUBLIC INFORMATION ACT AND CONFIDENTIAL INFORMATION: Information, documents and other material connected with this solicitation or any resulting contract may be subject to public disclosure under the Texas Public Information Act unless vendor/contractor can show the response or specific parts of it are exempt from public disclosure. PUCT will not assert legal arguments on behalf of vendors/contractors. If the vendor/contractor believes that parts of a response to this solicitation are confidential, he must state in conspicuous letters the term "CONFIDENTIAL" on that part it believes to be confidential. 15. CANCELLATION: Unless otherwise specified in the solicitation, PUCT may cancel the purchase order without penalty, either in whole or in part for any reason. 16. STATE LAWS: The resulting contract/PO shall be governed by and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Travis County, Texas. 17. CONSTRUCTION: The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision. Neither party may assign the contract without the prior written consent of the other party. Any amendment or modification will be effective only if in writing and signed by PUCT. 18. DISCRETIONARY EXTENSION: Contracts for services, whose original period were for one year or longer, may be extended for up to ninety (90) days beyond the normal expiration date of the contract, under substantially the same terms and conditions, provided the vendor/ contractor and the PUCT mutually agree to extension and pricing during the extension period. 19. FORCE MAJEURE: PUCT may grant relief from performance to the extent performance is delayed or damaged beyond the reasonable control of the affected party which could not, by due diligence, have avoided. Such causes include ,but are not limited to, Acts of God, severe weather, explosions, riots, acts of war, labor strike, or orders of legal authority

Authorized Signature

Pablo Alvarez, CTAM

10/04/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 6)

Payment Terms: **NET30** Freight Terms: **FOB Shipping** Ship Via: **US MAIL** PCC: **I** Date: **10/31/17** PO Method: **DG** Dispatch: **Dispatch** Rev Dt: **10/12/18**
Via Email

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: XEROX CORPORATION
 PO BOX 731892
 DALLAS TX 753731892
 United States

Ship To: 0001 - PUBLIC UTILITY COMMISSION O
 SUITE 8-100
 1701 N CONGRESS AVENUE
 Austin TX 78701
 United States

Vendor ID: 1160468020 4

Purchaser: Pablo Almaraz

Phone: 512/936-7069

Fax: 512/936-7058

Email: pablo.almaraz@puc.texas.gov

Bill To: PUBLIC UTILITY COMMISSION OF
 TEXAS
 Attn: Accounts Payable
 P.O. Box 13326
 Austin TX 78711-3326
 United States

Fax:
Email: payables@puc.texas.gov

PO Information:

PO Information

- 1 Xerox C8070 to Replace CADM B8065H SN 3AG872146
- 2 Xerox B8065H WS D03983
- 4 Xerox B8055h with High Capacity Feeders for SNs: Y4X826604, Y4X826615, Y4X826586, Y4X826601 per WS N32711 and WS D03983
- 3 Xerox C8055H; 1 of 3 SN 8TB554099 to be modified with High Capacity Feeder per WS N32711 and WS D03983
- 1 Xerox XC60 with Integrated Controller WS R06428

48 Month Agreement between Public Utility Commission of Texas and Xerox/Dahill
 FY 18, 1st of 4 Year Service Period 9/1/2017 - 8/31/2018
 Pricing based off of *MAC* State of Texas DIR #DIR-TSO-3043 (Contract No. 072719100)

Installation/ Bill to Address: 1701 N. Congress Ave, Austin, TX 78701-1402
 Xerox WS N32711, WS D03983, and WS R06428

Pricing fixed for term

All-inclusive maintenance agreement including training, maintenance, parts and consumable supplies including staples (excluding paper) Includes removal of current devices, delivery, installation, network analyst services and training (Current Xerox technology will be removed at the time of installation. All equipment is eligible for Dahill Replacement Guarantee. Includes fleet monitoring software, automated consumables management and network meter collection through express Meters software. Guaranteed response times. All service performed by certified Xerox technicians. 24/7 web-based support.

Agency POC: for software and hardware warranties and maintenance is pucsoftware@puc.texas.gov, TEL: 512-936-7100

- POCN 1: 01/18/18: TO ADD LINE 2 FOR OVERAGE COSTS IF NEEDED
- POCN 2: TO ADD \$1,816.25 TO LINE ONE PER AP REQUEST TO PAY FOR XEROX INVOICE 800680424, DATED: 8/19/18 FOR \$3,098.48, INVOICES 093997274-093997275 DATED: 8/24/18 FOR \$795.36
- POCN 3: TO ADD 1 CENT TO LINE 1 PER AP
- POCN 4: TO ADD \$795.36 TO LINE 1 PER AP
- POCN 5: TO ADD \$795.36 TO LINE 1 PER AP
- POCN 6: TO ADD \$1038.80 TO LINE 1 PER AP

Authorized Signature

Pablo Almaraz, CTM

10/12/2018



Public Utility Commission of Texas
Business Unit # 47300
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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Lease of Xerox Copiers	985/27	1.0000	EA	\$45,658.75000	\$45,658.75	10/31/2017
						Schedule Total	\$45,658.75
				ReqID:			
				REQ0002740			

Authorized Signature

Pablo Alvarez, CTPM

10/12/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 6)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
<p>PO Information 1 Xerox C8070 to Replace CADM B8065H SN 3AG872146 2 Xerox B8065H WS D03983 4 Xerox B8055h with High Capacity Feeders for SNs: Y4X826604, Y4X826615, Y4X826586, Y4X826601 per WS N32711 and WS D03983 3 Xerox C8055H; 1 of 3 SN 8TB554099 to be modified with High Capacity Feeder per WS N32711 and WS D03983 1 Xerox XC60 with Integrated Controller WS R06428</p> <p>Installation/ Bill to Address: 1701 N. Congress Ave, Austin, TX 78701-1402 Pricing based off of *MAC* State of Texas DIR #DIR-TSO-3043 (Contract No. 072719100) Xerox WS N32711, WS D03983, and WS R06428</p> <p>Pricing fixed for term All-inclusive maintenance agreement including training, maintenance, parts and consumable supplies including staples (excluding paper) Includes removal of current devices, delivery, installation, network analyst services and training (Current Xerox technology will be removed at the time of installation. All equipment is eligible for Dahill Replacement Guarantee. Includes fleet monitoring software, automated consumables management and network meter collection through express Meters software. Guaranteed response times. All service performed by certified Xerox technicians. 24/7 web-based support.</p> <p>Agency POC: for software and hardware warranties and maintenance is pucsoftware@puc.texas.gov, TEL: 512-936-7100</p>							
	1-1 B8065H 3 hole punch kit, convenience stapler, office finisher, Customer Ed, Analyst Services Black Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to CADM office. PU trade in Xerox 5865APT S/N EX9014951		Qty: 2	UOM: MO	\$327.21 total	\$654.42	
	2-1 B8065H High Volume Finisher, 3 Hole Punch Kit, Convenience Stapler, 3300 Sheet Hicap Fdr, Customer Ed, Analyst Services. Black Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to LEGAL office. PU trade in Xerox 5865APT S/N EX9014798		Qty: 12	UOM: MO	\$369.49 total	\$4,433.88	
	3-1 B8065H High Volume Finisher, 3 Hole Punch Kit, Convenience Stapler, 3300 Sheet Hicap Fdr, Customer Ed, Analyst Services, Black Copies 35,000 included; 35,000 + \$0.0053 per print. Deliver to Legal Office. PU trade in Xerox 5865APT S/N EX9014966		Qty: 12	UOM: MO	\$369.49 total	\$4,433.88	
	4-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to		Qty: 2	UOM: MO	\$244.01 total	\$488.02	

Authorized Signature

Pablo Alvarez, CTM

10/12/2018



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
Purchase Order Change Notice (# 6)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
	Enforcement Oversight. PU trade in Xerox 5865APT S/N EX9014758						
	5-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Finance Division. PU trade in Xerox 5865APT S/N EX9014967		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	6-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Library. PU trade in Xerox 5865APT S/N EX9014981		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	7-1 B8055H Office Finisher, 3 Hole Punch Kit, Convenience Stapler, Customer Ed, Analyst Services. Allowance 35,000 B/W; + @ \$0.0053. Deliver to Water Division. PU trade in Xerox 5865APT S/N 9014940		Qty: 2	UOM: MO	\$244.01	total \$488.02	
	8-1 C8055H 2/3 Hole Punch High Capacity Feeder Office Finisher Lx Customer Ed Analyst Services. 75k B/W impressions; + @ 0.0053, 2,600 Color impressions; + @ 0.0456. Deliver to Communications Division. PU trade in Xerox COLORQUBE 93XX S/N XNE135539		Qty: 12	UOM: MO	\$289.59	total \$3,475.08	
	9-1 C8055H 2/3 Hole Punch High Capacity Feeder Office Finisher Lx Customer Ed Analyst Services. 75k B/W Impressions; + @0.0053. 1,650 Color Impressions; + @0.0456. Deliver to Water Division. PU trade in Xerox COLORQUBE 93XX S/N XNE135315		Qty: 12	UOM: MO	\$246.28	total \$2,955.36	
	10-1 C8055H 2/3 Hole Punch Office Finisher Lx Customer Ed Analyst Services. 75K B/W Impressions; + @0.0053, 1,750 Color Impressions; + @0.0456. Deliver to Central Records Division. PU trade in Xerox COLORQUBE 93XX XNE135110		Qty: 2	UOM: MO	\$237.58	total \$475.16	

Authorized Signature

Pablo Alvarez, CTM

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Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000128
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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
11-1	XC60 Printer: High Capacity Feeder, C60/70 Br Cz Fold, C60/70 Br Finisher, Post Script Int Svr, Xc550/560 Conv Stplr. Trade in of SN XC560 XPN399861. Consumable Supplies included for all prints. Deliver to Mailroom		Qty: 12	UOM: MO	\$585.72	total \$7,028.64	
12-1	C70OFCSRV Integrated Color Server: Customer Ed, Analyst Services. Trade in of SN XC560 XYY331558. Allowance: N/A. Full Service maintenance included		Qty: 12	UOM: MO	\$110.32	total \$1,323.84	
13-1	Xerox C8070H- Includes BR Finisher 2/3 HP, High Cap Feeder, Conv. Stapler, Cust. Ed., Analyst Svcs. Lease Term: 44 Months FMV Lease Pymt: 229.03 Includes 100,000 B/W impressions, overages billed @ \$0.0051 Color impressions billed at \$0.0456/ Copy Consumable supplies included for all prints/ pricing fixed for term		Qty: 10	UOM: MO	\$229.03	total \$2,290.03	
14-1	Xerox B8055H SN Y4X826604- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679493 for B8055H SN Y4X826604. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
15-1	Xerox B8055H SN Y4X826586- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679451 for B8055H SN Y4X826586. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
16-1	Xerox B8055H SN Y4X826601- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679170 for B8055H SN Y4X826601. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
17-1	Xerox B8055H SN Y4X826601- Adding 3300 Sheet Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679170 for B8055H SN Y4X826601. Additional monthly Cost: \$17.68 New Total Lease Pymt: \$261.69 Qty: 10 UOM: MO total \$2,616.90						
18-1	Xerox C8055H SN 8TB554099- Adding Hi Cap Feeder Lease Term: 44 Months FMV This agreement modifies the current Xerox Agreement 955679105 for B8055H SN 8TB554099. Additional monthly Cost: \$14.23 New Total Lease Pymt: \$251.81 Qty: 10 UOM: MO total \$2,518.10						
Item Total for Line # 1						\$45,658.75	

Authorized Signature

Pablo Alvarez, CTM

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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
2- 1	Overages	985/27	12.0000	MO	\$100.00000	\$1,200.00	01/18/2018
						Schedule Total	<input type="text" value="\$1,200.00"/>
						ReqID: REQ0002740	
Overages						Item Total for Line # 2	<input type="text" value="\$1,200.00"/>
3- 1	POCN 1	985/27	1.0000	EA	\$2,260.90000	\$2,260.90	10/04/2018
						Schedule Total	<input type="text" value="\$2,260.90"/>
						Item Total for Line # 3	<input type="text" value="\$2,260.90"/>
						Total PO Amount	<input type="text" value="\$49,119.65"/>

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Authorized Signature
 CTAM
10/12/2018



Public Utility Commission of Texas
Business Unit # 47300
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GENERAL TERMS AND CONDITIONS ITEMS BELOW APPLY TO AND BECOME A PART OF ANY PUBLIC UTILITY COMMISSION OF TEXAS (PUCT) SOLICITATION DOCUMENT OR PURCHASE ORDER (PO). ANY EXCEPTIONS THERETO MUST BE IN WRITING. 1. BIDDING/OFFER/PROPOSAL REQUIREMENTS: 1.1 Vendors/contractors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. 1.2 Vendors/contractors must price per unit shown. Unit prices shall govern in the event of extension errors. 1.3 Solicitation responses should be submitted on this form and will not be accepted if modified onto or in vendors/contractors format. Solicitation responses must be returned to allow them to be time stamped at the Public Utility Commission of Texas on or before the hour and date specified for the solicitation opening. 1.4 Late and/or unsigned solicitation responses will not be considered under any circumstances. Person signing solicitation must have the authority to bind the firm in a contract. 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated in the solicitation. 1.6 Solicitation prices are requested to be firm for PUCT acceptance for 30 days from solicitation opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned. 1.7 Vendor/contractor should enter Texas Identification Number System (T.I.N.S.) number, full vendor name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, vendor name should appear on each continuation page of a bid. 1.8 Solicitation cannot be altered or amended after opening time unless allowed by law. Alterations made before opening time should be in writing by the vendor or his authorized agent. No solicitation can be withdrawn after opening time without approval by the PUCT based on an acceptable written reason. 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption. Certificates are available upon request. 1.10 The State reserves the right to accept or reject all or any part of any solicitation, waive minor technicalities and award the solicitation to best serve the interests of the state. 1.11 Consistent and continued tie bids/offers could cause rejection of solicitation by the PUCT and/or investigation of the State. 1.12 The telephone number for FAX submission of bids is 1-512-936-7058. This is the only number that will be used for the receipt of bids/offers. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. 1.13 Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the Texas Legislature. 2. SPECIFICATION: 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Solicitation responses on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, §.2155.067. If bidding/offering/ proposing other than referenced items, vendor/contractor should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of the product offered are requested to be made part of the bid/offer. By not taking exception to specifications or reference data will require vendor/contractor to furnish specified brand names, numbers, etc. 2.2 Unless otherwise specified, items bid/offered/ proposed shall be new and unused and of current production. 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed during examination, they will be returned to the vendor on request at vendor's expense. Each sample should be marked with vendors name and address and PO number. Do not enclose in or attach bid/offer to sample. 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications. 2.6 Manufacturer's standard warranty shall apply unless otherwise stated. 2.7 Technology Access Clause Vendor/contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor/contractor represents and warrants to the PUCT that the technology provided to the PUCT for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (a) providing equivalent access for effective use by both visual and non-visual means; (b) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (c) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. This requirement applies to all contracts that involve the purchase of an automated information system, with out regard to: (i) the source of funds used to make the purchase; (ii) whether the purchase is made under delegated purchasing authority; or (iii) whether the purchase is made under the authority of the Texas Government Code, Title 10, Subtitle D, or other law. (d) This section does not apply to the purchase of a wireless communications device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. 3. TIE BIDS: Awards will be made in accordance with 1 TAC §113.6 (b) (3) and 113.8 (preferences). 4. DELIVERY: 4.1 Show number of days required to deliver material to the receiving agency's designated location under normal conditions. By not stating a delivery time, Vendor/contractor is obligated to deliver in 14 calendar days. Unrealistic delivery promised may cause bid/offer to be disregarded. 4.2 If delay is foreseen, vendor/contractor shall give written notice to PUCT. Vendor must keep PUCT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes PUCT to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. 4.3 No substitutions permitted without written approval of PUCT or the Comptroller of Public Accounts. 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PUCT. 5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the State. Authorized personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the solicitation or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance. 6. AWARD OF CONTRACT: A response to the solicitation or PO is an offer to contract based upon the terms, conditions and specifications contained herein. Bids/offers do not become contracts until they are accepted through a PO. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, § 2155.074 2156.007 shall also be considered in making an award. 7. PAYMENT: Vendor shall submit two copies of an itemized invoice showing order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. 8. PATENTS OR COPYRIGHTS: The vendor agrees to protect the State from claims involving infringement of patents or copyrights. 9. ASSIGNMENTS: Vendor/contractor hereby assigns to PUCT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A § 1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. Comm. Code Ann. §15.01, et seq. 10. BIDDER VENDOR AFFIRMATION: Signing the solicitation with a false statement is a material breach of contract and shall void the submitted bid/offer or any resulting contracts, and the vendor shall be removed from all bid lists. By signature here on affixed. The vendor hereby certifies that: 10.1 The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. 10.2 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor/contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State Federal Antitrust Laws, (see Section 9, above) nor communicated directly or indirectly the bid/offer/proposal made to any competitor or any other person engaged in such line of business. 10.3 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(a), the vendor/contractor has not received compensation for participation in the preparation of the specifications for this solicitation. 10.4 Pursuant to Texas Family Code, Title 5, Subtitle D, § 231.006(d), regarding

Authorized Signature

Pablo Alvarez, CTAM

10/12/2018



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child support, the vendor/contractor certifies that the individual or business entity named in this bid/offer/PO is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. 10.5 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(b) the vendor/contractor certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. 10.6 INDEMNITY: The vendor/contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor/contractor or any agent, employee, subcontractor, or supplier of vendor/contractor in the execution or performance of this PO/contract. 10.7 Vendor/contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas. 10.8 Vendor/contractor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle 8, § 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the bid/offer/proposal to be evaluated: Name of Former Executive: _____ Name of State Agency: _____ Date of Separation from State Agency: _____ Position with Vendor/Contractor: _____ Date of Employment with Vendor/Contractor: _____ 10.9 Vendor/contractor agrees to comply with Texas Government Code, Title 10, Subtitle D, § 2155.4441 relating to use of service contracts for products produced in 10.10 By signing this bid/offer vendor/contractor certifies that if a Texas address is shown as the address of the vendor/contractor, vendor/contractor qualifies as a Texas Resident Bidder/Offerer/ Proposer as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, §111.2(1 0). 10.11 STATE AUDIT: The vendor/contractor understands that acceptance of funds under this Contract PO acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit, or investigation, in connection with those funds. Vendor/contractor further agrees to cooperate fully with the State Auditor's Office, or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor/contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through vendor/contractor and the requirement to cooperate is included in any subcontract it awards. Texas Government Code, Title 10, Subtitle D, § 2262.003. 11. OWNERSHIP DISCLOSURE: Pursuant to Section 231.006 (c) Family Code, a solicitation response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. 12. NOTE TO BIDDER/ OFFERER/ PROPOSER: The State of Texas Purchase Order, and its General Terms and Conditions, shall constitute a contract between PUCT and the selected/ awarded vendor. Any terms and conditions attached to a solicitation response will not be considered unless specifically referred to in the response. PUCT may elect to execute the referenced terms and conditions provided by the vendor (vendor contract) which shall supplement the purchase order. However, PUCT will not execute a vendor contract with unacceptable, vague, or conflicting terms and may result in disqualification of the bid/ offer/ or proposal. In the event of a conflict between the PO and any executed vendor contract, the PUCT PO shall prevail. 13. DISPUTE: Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract/PO for goods and services, for which this chapter applies must be resolved under the provisions of this chapter. PUCT Protest Procedures will be provided upon request. 14. TEXAS PUBLIC INFORMATION ACT AND CONFIDENTIAL INFORMATION: Information, documents and other material connected with this solicitation or any resulting contract may be subject to public disclosure under the Texas Public Information Act unless vendor/contractor can show the response or specific parts of it are exempt from public disclosure. PUCT will not assert legal arguments on behalf of vendors/contractors. If the vendor/contractor believes that parts of a response to this solicitation are confidential, he must state in conspicuous letters the term "CONFIDENTIAL" on that part it believes to be confidential. 15. CANCELLATION: Unless otherwise specified in the solicitation, PUCT may cancel the purchase order without penalty, either in whole or in part for any reason. 16. STATE LAWS: The resulting contract/PO shall be governed by and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Travis County, Texas. 17. CONSTRUCTION: The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision. Neither party may assign the contract without the prior written consent of the other party. Any amendment or modification will be effective only if in writing and signed by PUCT. 18. DISCRETIONARY EXTENSION: Contracts for services, whose original period were for one year or longer, may be extended for up to ninety (90) days beyond the normal expiration date of the contract, under substantially the same terms and conditions, provided the vendor/ contractor and the PUCT mutually agree to extension and pricing during the extension period. 19. FORCE MAJEURE: PUCT may grant relief from performance to the extent performance is delayed or damaged beyond the reasonable control of the affected party which could not, by due diligence, have avoided. Such causes include ,but are not limited to, Acts of God, severe weather, explosions, riots, acts of war, labor strike, or orders of legal authority

Authorized Signature

Pablo Alvarez, CTAM

10/12/2018

Amendment Number 4
to
Contract Number DIR-TSO-3043
between
State of Texas, acting by and through the Department of Information Resources
and
Xerox Corporation

This Amendment Number 4 to Contract Number DIR-TSO-3043 (“Contract”) is between the Department of Information Resources (“DIR”) and Xerox Corporation (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. Contract, Section 2. Term of Contract, is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through June 16, 2018 or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) additional one-year term.

2. Contract, Section 6. Notification,

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:

Dawn Ford
Xerox Corporation
6836 Austin Center Blvd.
Austin, TX 78731
Phone: 512-343-5643
Facsimile: 512-343-5629
Email: dawn.ford@xerox.com

3. **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A**, Standard Terms and Conditions For Product and Related Services Contracts dated 05/10/17 except where previous authorized exceptions to Appendix A were allowed and documented as part of the Contract. In such cases, the previously authorized exceptions shall be applied to the portions of the new Appendix A which are comparable to those in the earlier Appendix A for which they were written, and this without regard for the numbering or lettering associated with any of the documents. Applied in such manner, the exceptions shall remain in full force and effect until such time the contract expires or is terminated.
4. **Appendix C. Pricing Index**, is hereby restated in its entirety and replaced with Appendix C – Pricing Index attached hereto.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 4, then Amendment Number 3, then Amendment Number 2, then Amendment Number 1, and then the Contract DIR-TSO-3043.

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IN WITNESS WHEREOF, the parties hereby execute this Amendment Number 4 to be effective as of the date of last signature, but in all events not later than June 16, 2017.

Xerox Corporation

Authorized By: Signature on File

Name: David Farrell

Title: Finance Director

Date: 05/12/2017

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 05/19/2017

Office of General Counsel: Signature on File: DB 05/18/2017