



**Sales Tax Exemption**

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

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
<b>Jul 31, 2018</b>	<b>AB0381754</b>	<b>0</b>
<b>Contact instructions for questions regarding this Purchase Order:</b> If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.		
<b>Buyer Contact:</b>		
<b>Buyer</b>	<b>Buyer Email</b>	<b>Buyer Phone Number</b>
mey - Young, Marla	meyoung@tamu.edu	979.845.2139
<b>Customer Contact:</b>		
Name:	Lacey Richards	
Email:	LRICHARDS@CVM.TAMU.EDU	
Phone:		

**Order acceptance instructions:**

**Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M's Department of Procurement Services prior to shipping or performance. This Purchase Order is governed by the laws of the State of Texas and Texas A&M's Terms & Conditions, which are available online: <http://purchasing.tamu.edu/suppliers/bids-catalogue-tc-form/>**

Supplier Information		Delivery Information	
Supplier Name	DAHILL	<b>Delivery Address</b>	
Address	8200 W IH 10 STE 400 SAN ANTONIO, TX 782303808 US	TAMUS Member:	02-Texas A&M University (02)
Phone	+1 210-805-8200	Attn	Lacey Richards
FOB / FREIGHT	Destination	Vet Med Large Animal Med & Surgery	
Pre-Pay & Add	Yes	Large Animal Hosp Bldg 1194	
Payment Terms	0, Net 30	Room	204
Contract Number - Header	HCDE Choice Partners Contract # 17/026KH-10	4475 TAMU	
Contract Number - Line	<i>no value</i>	College Station, TX 77843-4475	
Quote number		United States	
		<b>Delivery Information</b>	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

**Notes to Supplier**

**Shipping Instructions**

Note to Supplier Utilizing HCDE Choice Partners Contract # 17/026KH-10

Attachments for supplier

- Updated-Proposal ...
- TAMU Approved Cop...
- AB0322030 Xerox C...
- Attachment A - Da...
- Executed Contract...

**PO Clauses**

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	102	TAMU Terms & Conditions	Terms & Conditions - Texas A&M University -This purchase order is issued on behalf of Texas A&M University and is governed by the Terms & Conditions found online: <a href="http://purchasing.tamu.edu/suppliers/bids-catalogue-tc-form/">http://purchasing.tamu.edu/suppliers/bids-catalogue-tc-form/</a> From this website please select "Texas A&M University" from the drop-down menu.

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 5	(FY19) Xerox Altalink C8055. See Attachment A for details & features.	C8055	MON	253.25 USD	12 MON	3,039.00 USD
2 of 5	(FY20) Xerox Altalink C8055. See Attachment A for details & features.	C8055	MON	253.25 USD	12 MON	3,039.00 USD
3 of 5	(FY21) Xerox Altalink C8055. See Attachment A for details & features.	C8055	MON	253.25 USD	12 MON	3,039.00 USD
4 of 5	(FY22) Xerox Altalink C8055. See Attachment A for details & features.	C8055	MON	253.25 USD	12 MON	3,039.00 USD
5 of 5	(FY23) Xerox Altalink C8055. See Attachment A for details & features.	C8055	MON	253.25 USD	12 MON	3,039.00 USD
<b>Total</b>						<b>15,195.00 USD</b>

Billing Information	Billing Address
<p>To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail <a href="mailto:abvendorhelp@tamu.edu">abvendorhelp@tamu.edu</a>.</p> <p>Invoice must include the PO/Reference number shown above.</p>	<p>Texas A&amp;M University- Accounts Payable ***Do Not Mail Invoices*** Email invoices to <a href="mailto:invoices@tamu.edu">invoices@tamu.edu</a> 750 Agronomy Road - Suite 3101 6000 TAMU College Station, TX 77843-6000 United States</p>

## Attachment A

Contract Pricing Utilizing HCDE Choice Partners Contract #17/026KH-10

Distributor is: Dahill – A Xerox Company

809 University Drive – East; Suite 100B

College Station, TX 77840

Base Monthly Rate: \$253.25

Xerox Altalink C8055 copier to include the following:

- 55 Pages per Minute Black & White
- 50 Pages per Minute Color
- 10.1" Color Touch Screen
- 130 Page Dual Scan Document Feeder
- Network Printing/Scanning to Folder or Email
- Finisher/Stapler with 3 Hole Punch
- 5 Paper Sources holding 3090 Pages of Paper
- Xerox App Gallery Included
- Common Criteria Certified with Image Overwrite and 256 Bit Encryption

Dahill Maintenance Includes:

24,000 Black & White images; Annually

Overages from 24,001+ to be billed at \$0.0075/image

9,600 Color images; Annually

Overages from 9,601+ to be billed at \$0.045/image

Includes All Parts; Labor; Travel Time; and Supplies (Black White & Color Toner & Drum). Excludes paper

Document Type 9, Group Purchase Section Government Code Title 10, Subtitle D, Sec. 2155.134. Group Purchasing Program.



July 26, 2018

Dahill - A Xerox Company  
P.O. Box 660501  
Dallas, TX 75266-0501

To Whom It May Concern:

Please cancel the Xerox machine that is located in the Vet. Med. Large Animal Clinical Sciences Dept. no longer requires this machine. Please let this letter serve as our notice of cancellation.

Purchase Order:	AB0322030
Serial Number:	MX4324485
Location:	Vet. Med. Large Animal Clinical Sciences
Reason for Cancellation:	Contract ended and Dept. no longer requires the machine

Effective Date:	August 26, 2018
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Please contact Lacey Richards at 979-862-1873 to coordinate removal of machines.  
Thank you for your attention to this matter.

P.O. Box 30013  
1477 TAMU  
College Station, TX 77842-3013

Tel. 979.845.4570 Fax. 979.845.3800  
<http://purchasing.tamu.edu>

**CONTRACT / AGREEMENT APPROVAL TRANSMITTAL FORM**

Texas A&M University  
 Department of Contract Administration  
 1182 TAMU  
 Purchasing Building #957  
 330 Agronomy Road  
 College Station, Texas 77843-1182  
 Phone 979-845-0099 / Fax 979-862-7130  
 contracts@tamu.edu

CONTRACT #:	2018-34936
DELEGATION #:	21.1
AUTH. SIGNATURE:	Dir, Purch
REPOSITORY:	Purch
DATE RECEIVED:	7-12-18 SP
DATE RETURNED:	7-30-18 ET

**Description of Contract:**




Contractor / Other Party: Dahill - A Xerox Company  
 TAMU Office of Origin: Procurement Services for Vet. Med. Large Animal Clinic  
 Dept. Contact / Email / Phone: Marla Young 5-2139 meyoung@tamu.edu  
 New Contract       Amendment / Modification       Renewal / Extension

**Contract Terms:**

Contract Period:      Begin Date: 09/01/2018      End Date: 08/31/2023  
 Contract Value Per:      Fiscal Year: \$ 3039.00      Total Value: \$ 15195.00  
 University Funds Required:       NO       YES      If yes, Source of Funds: 02-445892-00002  
 REQ #: 105431755      PO #: \_\_\_\_\_      C #: \_\_\_\_\_

**Signatures Recommending Approval:**

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

	Marla E Young	7/12/18
CONTRACT ORIGINATOR	PRINT NAME	DATE
DEPARTMENT HEAD	PRINT NAME	DATE
COLLEGE DEAN OR UNIT DIRECTOR	PRINT NAME	DATE
PROCUREMENT SERVICES 		DATE
CONTRACT ADMINISTRATION		7/30/18
UNIVERSITY CONTRACTS OFFICER 		31 July 18
DIVISION VICE PRESIDENT		DATE
EXECUTIVE VICE PRESIDENT FOR FINANCE AND CHIEF FINANCIAL OFFICER		DATE
PROVOST AND EXECUTIVE VICE PRESIDENT		DATE
PRESIDENT		DATE

**OFFICE OF GENERAL COUNSEL:**

\_\_\_\_\_  
 APPROVED FOR LEGAL FORM & SUFFICIENCY  
 \_\_\_\_\_  
 APPROVED SUBJECT TO THE FOLLOWING CHANGES/COMMENTS

SIGNATURE								DATE			
INTERNAL USE ONLY:	CHECKLIST	INSURANCE/COI	OGC	PURS	TEC FORM	SREO	UBIT	REV COPY			
COMMENTS: <u>ET</u>											

*Copies agreement*

# Copier Usage Agreement

(FOR TAXABLE \$1.00 STATE OR LOCAL GOVERNMENTAL TRANSACTIONS ONLY)



A Xerox Company

Agreement No. \_\_\_\_\_

<b>CUSTOMER INFORMATION:</b> a member of The Texas A&M University System, an agency of the State of Texas		
Customer's Full Legal Name: The Texas A&M University System		
Address: 4475 TAMU - Vet Med Large Animal Clinic		
City/State/Zip Code: College Station, TX 77843-4475		
Telephone Number: 979-845-9129	Federal Tax ID #:	County: Brazos

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

<b>EQUIPMENT INFORMATION:</b> <input checked="" type="checkbox"/> See Attached Equipment Schedule		Equipment Location (if different than address shown above):	
Quantity	Equipment Make, Model & Serial Number (Required)	Quantity	Equipment Make, Model & Serial Number (Required)
1	Xerox Altalink C8055, Stapler/3 Hole Punch		

<b>TERM AND PAYMENT INFORMATION:</b> Term: 60 months		Minimum Payment Per Payment Period: \$ 253.26	
		Check here <input type="checkbox"/> if Minimum Payment includes sales/use tax.	
Image Type	Images Included Per Payment Period	Excess Per Image Charge	Payment Period is "Monthly" unless noted here: _____
Black & White	24,000	\$ .0075	
Color	9600	\$ .045	Excess image charges billed "Quarterly" unless noted here: ANNUALLY
<input type="checkbox"/> See attached schedule for additional meters.			
Advance Payment: \$ 0.00 applied to <input type="checkbox"/> 1st Minimum Payment <input type="checkbox"/> Last Minimum Payment <input type="checkbox"/> 1st and Last Minimum Payments			
Security Deposit: \$ _____			

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

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

2. **CASH PRICE; TIME PRICE.** You agree that prior to entering into this Agreement, You could have purchased the Equipment from the Supplier for a specific cash amount, but instead You hereby choose and agree to pay a higher amount (the "Time Price") to Us in installments over the Term. The Time Price equals the Equipment Portion of each Minimum Payment shown above multiplied by the total number of Minimum Payments to be paid over the Term. You agree that the Time Price does not include interest. However, if the Time Price should be determined to include interest, then you agree, that with respect to the Equipment (i) the Equipment Portion of each Minimum Payment includes an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Term is to be calculated by subtracting the amount we pay the Seller ("Our Investment") from the Time Price, (iii) the annual interest rate deemed applicable to this transaction is the rate that will amortize Our investment down to zero by applying the Equipment Portion of all Minimum Payments as payments (and this rate calculation method assumes that each periodic Minimum Payment is received by Us on the due date), and (iv) none of the fees or costs we may charge You pursuant to this Agreement (including but not limited to check-drawer fees, UCC filing fees, late fees, documentation or processing fees) shall be deemed to be interest. Late fees shall be paid in accordance with the Texas Prompt Payment Act.

3. **EQUIPMENT SERVICE; SUPPLIES; YOUR UNCONDITIONAL OBLIGATIONS.** The Supplier named above has agreed with You to provide equipment service during normal business hours and to provide You with all toner, developer and parts necessary for You to produce images, all of which are included in the Minimum Payment amount. However, You agree that: (a) You must separately purchase all other supplies, including, without limitation, copier paper, at Your own cost, and (b) You must separately purchase equipment service outside the Supplier's normal business hours and any service, parts or supplies required by Your misuse of the Equipment or failure to follow the manufacturer's suggested use instructions. You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No statement or warranty by any Vendor is binding on Us, and no Vendor has authority in whole or in part under this Agreement; (iii) You, not We, selected the Equipment and the Vendor(s) based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional despite any Equipment failure or any Vendor's failure to provide You with any equipment service, parts or supplies (including any service, parts or supplies that are included in the Minimum Payment), or any other adverse condition; (v) We are NOT a party to the Supplier's agreement to provide You with service, parts or supplies, such contract is NOT part of this Agreement (even though We will, as a convenience to You and the Supplier, bill and collect monies owed by You to the Supplier), and no breach by the Supplier will excuse You from performing Your obligations to Us hereunder; and (vi) if the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Agreement. TAMU agrees to the foregoing section to the extent permitted by the Constitution and laws of the State of Texas.

4. **IMAGE CHARGES.** Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Minimum Payment shown above, (ii) the applicable Excess Per-Image Charges for each metered image in excess of the applicable number of Images Included, and (iii) applicable taxes and other charges provided for herein. You agree to pay such Minimum Payment each Payment Period even if You do not make the applicable number of Images Included. There are no "credits" that carry over from any Payment Period during which You make fewer than the applicable number of Images Included. You agree that We may increase the Minimum Payment and/or the applicable Excess Per-Image Charges once each year during the Term of the Agreement, by an amount not to exceed 10% per year. At Our option, You will (a) provide Us by telephone or facsimile with the actual meter readings when We so request, (b) allow Us to attach an automatic meter reading device to the Equipment, or (c) allow Us access to the Equipment to obtain meter readings or adjust the meter reading device. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then (i) We may estimate the number of Images made and invoice You accordingly, and (ii) We will adjust the estimated charge for excess images upon receipt of actual meter readings. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. All payments shall be made in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 225.1. Late fees shall be paid in accordance with the provisions of the Texas Prompt Payment Act.

5. **INDEMNIFICATION.** To the extent permitted by applicable law, and provided You have legally available funds for such purposes, You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Agreement. TAMU agrees to the foregoing section to the extent permitted by the Constitution and laws of the State of Texas.

6. **NO WARRANTIES; TITLE; SECURITY INTEREST.** WE ARE PROVIDING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We hereby transfer to You, without recourse to Us, all automatically transferable warranties, if any, made to Us by the Vendor(s) of the Equipment. Unless otherwise required by the laws of the State in which You are located, upon acceptance of the Equipment, title to the Equipment (including any software) shall vest in You, subject to Our rights under this Agreement; provided that title shall thereafter immediately and without any action by You vest in Us, and You shall immediately surrender possession of the Equipment to Us, upon any termination of this Agreement other than a purchase by You at the end of the Term. To the extent permitted by the Constitution and laws of the State of Texas, to secure Your obligations hereunder to Us, You hereby grant to Us a first priority lien and security interest in the Equipment and all proceeds thereof and authorize Us to record (and amend, if appropriate) Uniform Commercial Code ("UCC") financing statements in order to perfect such security interest. Unless this Agreement has been terminated in accordance with Section 14, You shall purchase Our interest in the Equipment for one dollar (\$1.00) at the end of the Term; provided, however, We shall not be required to release Our interest in the Equipment until You have paid to Us all other amounts then due and owing hereunder.

7. **DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT.** We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance to the extent the Supplier does not provide the same. You will retrieve the Equipment from the Equipment Location unless You get Our permission. If the Equipment is moved to a new location, We may increase the "Minimum Payment" and/or "Excess" postage charges by a reasonable amount in order to account for any increased cost of the Supplier in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, whether performed prior to or after the Commencement Date, and You agree to pay Our costs in connection therewith. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensees of such software, (iii) You that comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property. Without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You will keep the Equipment in good working order and warranted condition, ordinary wear and tear excepted ("Good Condition").

8. **LOSS; DAMAGE; INSURANCE.** You shall, at all times during this Agreement, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee," and (The Faculty of The Texas A&M University System (System) and its members for personal injury and property damage is controlled by the Texas Tort Claims Act, Texas Civil Practices and Remedies Code, Chapter 101, Section 101.021. The limit of liability is \$250,000 for each person, \$500,000 for each single occurrence of bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the System and its members, are protected by the doctrine of Sovereign Immunity, and as such, are self-insured up the aforementioned limits.

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

10. **TAXES AND OTHER FEES.** The parties hereto contemplate that the Equipment will be used for a governmental purpose and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of any Equipment is found to be subject to taxation in any form (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), to the extent permitted by the Constitution and laws of the State of Texas, You will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied with respect to the Equipment, as well as all fees, assessments, license and registration fees and other governmental charges relating to this Agreement and/or the Equipment (collectively, with such taxes, "Governmental Charges"). As an agency of the State of Texas, TAMU is tax exempt.

11. **DEFAULT.** You will be in default hereunder if You (1) fail to pay any amount due hereunder within 15 days of the due date, (2) breach or attempt to breach any other term, representation or covenant set forth herein or in any other agreement between You and Us, (3) die (if You are an individual), go out of business or commence dissolution proceedings, (4) become insolvent, admit Your inability to pay Your debts, make an assignment for the benefit of Our creditors (or enter into a similar arrangement), file (or there is filed against You) a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (5) suffer an adverse change in Your financial condition and, as a result thereof or for any other reason, You deem Ourselves insecure. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to return the Equipment pursuant to Section 17 below, (C) take possession of and/or tender the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, an amount equal to the sum of (i) all Minimum Payments and other amounts then due and past due, (ii) all remaining Minimum Payments for the remainder of the Term, (iii) the residual value of the Equipment estimated by Us at the inception of this Agreement (as shown in Our books and records), discounted at a rate of 8% per annum, (iv) Time-Value Interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid and (v) all other amounts that may hereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. We shall not be liable for attorneys, directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within any Equipment returned to Us or repossessed by Us. The remedies set forth herein are cumulative, are in addition to any other remedies provided for by applicable law, and may be exercised concurrently or separately. Client agrees to this section to the extent permitted by the Constitution and laws of the State of Texas.

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

13. **APPLICABLE LAW; SEVERABILITY.** This Agreement shall be governed by the laws of the State in which You are located. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. **NON-APPROPRIATION OF FUNDS.** Performance by You under this agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds for the forthcoming fiscal year, You will notify Us, and You may terminate this Agreement without duty or obligation beyond the fiscal year or the time of notification.

15. **ADDITIONAL REPRESENTATIONS.** In addition to the other representations, made by You as set forth in this Agreement, You hereby represent, unto Us that: (a) You have the power and authority under applicable law to enter into this Agreement and the transactions contemplated hereby and to perform all of Your obligations hereunder, (b) You have duly authorized the execution and delivery of this Agreement by appropriate official action of Your governing body and You have obtained such other authorizations, consents and/or approvals as are necessary to consummate this Agreement, (c) all legal and other requirements have been met, and proceedings have occurred, to render this Agreement enforceable against You in accordance with its terms, and You have complied with such public bidding requirements as may be applicable to this Agreement and the transactions contemplated hereby, (d) upon Our request, You will provide Us with a copy of Your current financial statements within 150 days after the end of each fiscal period, and (e) unless and until this Agreement is terminated in accordance with Section 14 above, You shall provide to Us, no later than 10 days prior to the end of each fiscal period, with current budgets or other proof of appropriation for the ensuing fiscal period, and such other financial information relating to Your ability to continue the Agreement, as We may request. You hereby acknowledge that each of the representations, warranties and covenants made by You in Sections 14 and 15 and elsewhere in this Agreement are being materially relied upon by Us in entering into this Agreement. Fiscal Periods defined as 9/1 - 8/31.

**State Contracting Requirements:**  
**Delinquent Child Support Obligations.** Under Section 231.066, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.  
**Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, Texas Government Code, Supplier agrees that any payments owing to Supplier under this Agreement may be applied directly toward certain debts or delinquencies that Supplier owes the State of Texas or any agency of the State of Texas (regardless of when they arise, until such debts or delinquencies are paid in full).  
**Prohibited Bids and Agreements.** Under Section 2155.004, Texas Government Code, Supplier certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.  
**Public Information.** Supplier acknowledges that Advertiser is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Contract.  
**State Auditor's Office.** Supplier understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 61.933(c), Texas Education Code. Supplier agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Supplier will include this provision in all contracts with permitted subcontractors.  
**Governing Law.** The validity of this Agreement and all matters pertaining to this Contract, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.  
**Venue.** Pursuant to Section 85.10, Texas Education Code, venue for any suit filed against TAMU shall be in Brazos County, Texas.  
**Dispute Resolution.** Supplier must use the dispute resolution process provided in Chapter 2280 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. Supplier must submit written notice of a claim of breach of contract to the University Contracts Office, TAMU.  
**Non-Waiver.** Supplier expressly acknowledges that TAMU is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.

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

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

Licensee: <u>Texas A&amp;M University</u> By: <u>[Signature]</u> Date: <u>31 July, 18</u> Print name: <u>Robert C. Bounds</u> Title: <u>Director, Procurement Services</u> Attest: <u>X</u>	Accepted by DAHILL OFFICE TECHNOLOGY CORPORATION By: <u>[Signature]</u> Date: <u>7/31/18</u>
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