

# Notice of Renewal – Return With PO#



PAGE: 1

2020 S 156<sup>th</sup> Circle  
Omaha, NE 68130  
(F) 402.697.3350  
(E) renewals@harlandts.com  
Questions: 800.228.3628  
Renewals: x3251  
Invoice Questions: x3281

**Notice of Renewal:** 105471 - 320105471  
**PURCHASING**  
TEXAS A&M UNIVERSITY  
750 AGRONOMY RD STE 3101  
6000 TAMU  
COLLEGE STATION, TX 77843-1265

**Billing Address:** 105471  
TEXAS A&M UNIVERSITY  
FINANCIAL MGMNT OPERATIONS  
750 AGRONOMY RD STE 3101  
6000 TAMU  
COLLEGE STATION, TX 77843-1265

Scantron Corporation and Scantron Technology Solutions ("STS"), a division of Scantron Corporation ("Scantron"), currently provides you maintenance services for the products referenced in the schedule below and located at the address(es) set forth herein. The services keep the products in good operating condition and minimize breakdowns. The services are offered subject to the terms and conditions below, on the back of this form, and within any applicable enclosures (the "Agreement").

## Schedule of Service And Products

Scantron and STS will provide maintenance services at the prices indicated from 02/23/2018 to 02/22/2019. This Agreement will remain in effect after that date unless cancelled or modified by either party in accordance with Agreement terms and conditions.

Agreement Num: 00236796 ONSITE MAINT  
Previous PO#: AB0298744 (15)

Billing Cycle: ANNUAL

Model	Description	Serial Number	Contact	Rate
CUST# 0161109-000: Texas A & M Univ College Station, 315 Henderson Hall, College Station, TX: 77843-000				
16/100	OPSCAN 16 DUAL PENCIL	1600143	Sam Herrmann 979-862-7379	7,347.00
6175	SYSTEM SCANNER PC W/MONITOR	2UA4122TC3 / CN440601W7	Sam Herrmann	

TOTAL AMOUNT 7,347.00

This price quote does NOT include any sales or use taxes. Applicable taxes will be applied at the time of invoicing.  
If payment is made prior to invoicing, please add the appropriate sales or use taxes to your payment.

HTS Representative Signature

KATIE DEWITT

5/07/2018

HTS Representative Printed Name

Date

Notice of Renewal  
Return With PO#

Customer Signature

Robert C. Bounds

Director, Procurement Services

Title

06/13/2018

Date

Purchase Order #

20071110

## OPTICAL MARK READER MAINTENANCE SERVICE AGREEMENT TERMS AND CONDITIONS

1. Harland Technology Services ("HTS"), a division of Scantron Corporation, will provide the customer ("Customer") signing this Optical Mark Reader ("OMR") Maintenance Service Agreement (the "Agreement") services to repair or replace parts necessary to keep the equipment listed in the attached schedule (the "Equipment") in proper operating condition and will make necessary adjustments to keep the Equipment in proper operating condition.
2. Customer, by its acceptance signature hereon, agrees to furnish HTS with quantities, model numbers, and when possible, serial numbers for the Equipment to be covered. Customer also agrees to notify HTS of modifications to the Equipment inventory.
3. Preventive maintenance and cleaning inspections will be performed according to HTS' published Preventive Maintenance Schedule.
4. Replacement parts will be provided at no charge except for those parts which by their nature are considered consumable (example: ribbons, paper, print bands, organic photo conductor kits). HTS agrees to maintain at its location the stock of parts it considers adequate to maintain the Equipment.
5. Customer, by its acceptance signature hereon, agrees to notify HTS by telephone or in writing of all service call requests. HTS agrees to respond to those calls in a timely manner.
6. Onsite  
Service calls will be made at Customer's premises during regular business hours defined as Monday through Friday between 8 A.M. and 5 P.M. except for HTS' observed holidays. The cost of mileage and labor to affect such service calls will be borne by HTS.
7. Enhanced Depot  
Upon equipment failure, Customer shall notify HTS during regular business hours. Upon notification, HTS will ship via next day air a similar/equivalent loaner machine to Customer. Upon receipt, Customer must immediately return failed Equipment via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. HTS will repair the failed Equipment and return to Customer. Upon receipt of the original Equipment, customer will return the loaner machine back to HTS via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. In the event Customer fails to return the loaner equipment within ten (10) business days, the customer shall be charged the full retail value of the loaner machine.
8. Central Exchange  
In the case of Equipment failure, Customer shall promptly call HTS' Call Center for diagnosis and consultation. Within one (1) working day of the diagnosis, HTS will ship a replacement for the Equipment. Customer shall install the replacement per HTS' specifications. Within five (5) business days of receipt of the replacement, Customer shall return the original, faulty Equipment to HTS via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. In the event the customer fails to return the failed Equipment within ten (10) business days, Customer shall be charged the full retail value of the Equipment.
9. Depot  
Customer shall ship, at their own expense, failed Equipment to HTS' Depot Service Center. HTS will restore the equipment to good operating condition. HTS will then ship the equipment back to the Customer location. The cost of return shipping shall be paid by HTS.
10. Costs of mileage and labor necessary to make service calls other than during normal business hours will be charged to Customer separately at HTS' then current rates.
11. Maintenance provided under this Agreement shall extend to service, repairs and replacements made necessary by normal wear and usage of the Equipment. Maintenance provided under this Agreement shall not include any service, repairs or replacements required or made necessary as a result of the use of non-Scantron software, hardware or forms, electrical power failure, fire, theft, software virus, water, casualty, employee negligence, abuse, misuse, inadequate or inappropriate environment, room size, inadequate ventilation, or other external forces.
12. HTS warrants that the maintenance services provided under this Agreement will be provided in a professional and workmanlike manner. HTS' responsibility under this Agreement is limited to providing service, replacement or repair, in full satisfaction of all of Customer's claims relating to the maintenance services. HTS DOES NOT WARRANT THAT CUSTOMER'S USE OF THE EQUIPMENT WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR THAT DEFECTS IN THE EQUIPMENT WILL BE CORRECTED. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 12, ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF HTS. CUSTOMER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES WITH RESPECT TO ANY SERVICE, MAINTENANCE OR OTHER ITEM FURNISHED BY OR ON BEHALF OF HTS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. HTS' entire liability, whether in contract, tort (including negligence), product liability, strict liability, or other legal or equitable theory, for any claim arising from or related to this Agreement or any maintenance, services or other items furnished or to be furnished under this Agreement, will in no event exceed the fees paid to HTS by Customer for such services during the three (3) month period immediately preceding the occurrence of the event giving rise to the cause of action. No action related to this Agreement may be brought more than two (2) years after the occurrence of the event giving rise to the cause of action.  
  
IN NO EVENT WILL HTS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR LOST DATA, LOST PROFITS, INTEREST OR COST OF MONEY; OR FOR COVER; OR FOR ANY DIRECT, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF HTS' PERFORMANCE OR NONPERFORMANCE OR THE USE OF, INABILITY TO USE OR RESULTS OF USE OF ANY ITEM OF MAINTENANCE OR SERVICES.
14. During the term of the Agreement, and for a period of one (1) year thereafter, neither party shall hire personnel of the other party involved in the efforts performed hereunder, without the express written consent of the other party.
15. Customer further agrees to pay net due invoices rendered by HTS within thirty (30) days of the invoice date in consideration of the above-described service. Interest will be assessed on all outstanding balances at the rate of 1.5% per month, or the maximum rate allowed by law, whichever is less. Customer agrees that HTS shall have the right to offset any amounts owed by HTS to Customer under other contracts, purchase orders, or agreements between the two parties against any non-current, unpaid invoices, claims, or demands for payment owed to HTS by Customer hereunder.
16. Customer shall pay or reimburse HTS for any taxes now or hereafter imposed, levied or based on this Agreement, or on the services rendered or parts supplied pursuant to this Agreement, including the sales and use taxes, personal property taxes and excise taxes based on gross revenue.
17. This Agreement shall become effective upon acceptance by HTS. It shall remain in effect for the period stated and be automatically extended for successive periods of one (1) year unless and until terminated. However, either party may, at any time, terminate this Agreement upon ninety (90) days written notice. If terminated, HTS will in turn prorate on a basis of 1/12 per month, the unused portion of any fee which has been paid.

ADDENDUM  
OPTICAL MARK READER MAINTENANCE SERVICE AGREEMENT  
between  
TEXAS A&M UNIVERSITY  
and  
SCANTRON TECHNOLOGY SOLUTIONS

This Addendum amends and supplements the Optical Mark Reader Maintenance Service Agreement ("Agreement"), to which it is attached, between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("Customer"), and Scantron Technology Solutions ("STS"). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Customer is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.
2. Customer agrees to sections 12 and 13 of the Agreement to the extent authorized by the Constitution and laws of the state of Texas.
3. The following is added to the end of section 14 of the Agreement: "The foregoing shall not apply where any such personnel is responding to a publicly and generally advertised position by Customer that is not related to the services and responsibilities performed by such personnel under this Agreement and provided that such STS personnel has not been directly recruited or solicited by Customer."
4. Section 15 of the Agreement is deleted in entirety and replaced with the following: "Payment from Customer will be due thirty (30) days from the date Customer receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*."
5. Section 16 of the Agreement is revised to read as follows: "Customer shall pay or reimburse STS for any taxes now or hereafter imposed, levied or based on this Agreement, or on the services rendered or parts supplied pursuant to this Agreement, with the exception of Texas sales, use, and excise taxes pursuant to *Texas Tax Code*, Section 151.309."
6. The following language is added to the Agreement:

**Delinquent Child Support Obligations.** Under Section 231.006, *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 Sections 2107.008 and 2252.903, *Texas Government Code*, STS agrees that any payments owing to STS under this Agreement may be applied directly toward certain debts or delinquencies that STS 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*, the vendor 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.

**Products and Materials Produced in Texas.** STS agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Agreement, STS will purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.

**Public Information.** STS acknowledges that Customer 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 Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Customer's written request, STS will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to Customer in a non-proprietary format acceptable to Customer. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Customer has a right of access. STS acknowledges that Customer may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

**Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, 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 85.18, *Texas Education Code*, venue for any suit filed against Customer shall be in Brazos County, Texas.

**Force Majeure.** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

**Dispute Resolution.** The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and STS to attempt to resolve any claim for breach of contract made by STS that cannot be resolved in the ordinary course of business. STS shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Customer, who shall examine STS' claim and any counterclaim and negotiate with STS in an effort to resolve the claim.

**Conflict of Interest.** By executing and/or accepting this Agreement, STS and each person signing on behalf of STS certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by

Customer or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

**Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code*, STS certifies STS (1) does not currently boycott Israel; and (b) will not boycott Israel during the term of this Agreement. STS acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, STS certifies STS (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. STS acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Franchise Tax Certification.** If STS is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then STS certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that STS is exempt from the payment of franchise (margin) taxes.

**Loss of Funding.** Performance by Customer 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, Customer will issue written notice to STS and Customer may terminate this Agreement without further duty or obligation hereunder. STS acknowledges that appropriation of funds is beyond the control of Customer.

**State Auditor's Office.** STS 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 51.9335(c), *Texas Education Code*. STS agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. STS will include this provision in all contracts with permitted subcontractors.

**Non-Waiver.** STS expressly acknowledges that Customer is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Customer of its right to claim such exemptions, privileges, and immunities as may be provided by law.

**Independent Contractor.** For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

**Representations & Warranties.** If STS is a business entity, STS warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of STS has been duly authorized to act for and bind STS.

**Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States



Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. Customer and STS can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Customer: Texas A&M University  
Office of Institutional Effectiveness & Evaluation  
1157 TAMU  
College Station, TX 77843-1157  
Attention: Dr. Alicia M. Dorsey  
Phone: (979) 862-2918  
Fax: (979) 862-2919  
E-mail: [amdorsey@tamu.edu](mailto:amdorsey@tamu.edu)

With a copy to: Texas A&M University  
Department of Contract Administration  
1182 TAMU  
College Station, TX 77843-1182  
Attention: Executive Director  
Phone: (979) 845-0099  
Fax: (979) 862-7130  
Email: [contracts@tamu.edu](mailto:contracts@tamu.edu)

STS: Scantron Technology Solutions  
2020 S 156<sup>th</sup> Circle  
Omaha, NE 68130  
Attention: Katie DeWitt  
Phone: (800) 228-3628  
Fax: (402) 697-3350  
E-mail: [Catherine.DeWitt@scantron.com](mailto:Catherine.DeWitt@scantron.com)

**Insurance.** STS shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Customer. By requiring such minimum insurance, Customer shall not be deemed or construed to have assessed the risk that may be applicable to STS under this Agreement. STS shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. STS is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Customer at least ten (10) days before the effective date of the cancellation.

**Coverage****Limit****A. Worker's Compensation**

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for Customer. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

**B. Automobile Liability**

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

**C. Commercial General Liability**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures STS' or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

**Additional Endorsements**

The Auto and Commercial General Liability Policies shall name The Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and Texas A&M University as additional insured's.

**D. STS will deliver to Customer:**

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by STS under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation and employer's liability, will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by STS. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Customer ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any required insurance policy.

Any deductible or self-insured retention must be declared to and approved by Customer prior to the performance of any services by STS under this Agreement. STS is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following Customer contact:

Department of Contract Administration  
Texas A&M University  
1182 TAMU  
College Station, Texas 77843-1182  
Facsimile: (979) 862-7130  
Email: [contracts@tamu.edu](mailto:contracts@tamu.edu)

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Customer in writing.

ACCEPTED & AGREED:

SCANTRON TECHNOLOGY SOLUTIONS

TEXAS A&M UNIVERSITY

Signature \_\_\_\_\_  
Name: Cathy Pickoski  
Title: VP Sales  
Date: June 5, 2018

\_\_\_\_\_  
Robert C. Bounds  
Director, Procurements Services  
Date: 6.13.2018