

Revised Purchase Order



Sales Tax Exemption

Texas Division of Emergency Management 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 Division of Emergency Management.

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

Member of the Texas A&M University System.

Purchase Order			
Purchase Order Date	PO/Reference No.	Revision No.	Revision Date
Apr 13, 2020	AB0532116	1	Jul 27, 2020
Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.			
Buyer Contact:			
Buyer	Buyer Email	Buyer Phone Number	
mew - Williams, Mary	me-williams@tamu.edu	979.458.7434	
Customer Contact:			
Name:		Bradley Jacobs	
Email:		BRADLEY.JACOBS@TDEM.TEXAS.GOV	
Phone:		+1 512-424-2394	

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 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	JHC TECHNOLOGY INC	Delivery Address	
Address	163 WATERFRONT STREET STE 450 OXON HILL, MD 20745 US	TAMUS Member:	30-Texas Division of Emergency Management (30)
Phone	+1 800-792-1366	Attn:	Jeff Newbold
FOB / FREIGHT	Destination	Administration	
Pre-Pay & Add	No	Room	Ste 310
Payment Terms	0, Net 30	1033 La Posada Dr	
Contract Number - Header	DIR-TSO-4064	Austin, TX 78752	
Contract Number - Line	<i>no value</i>	United States	
Quote number		Delivery Information	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way
Notes to Supplier			
PO Clauses			
Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	329	EIR COMPLIANCE	Vendor represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it offers to provide to the Agency under this purchase order (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative

Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then vendor represents and warrants that it will, at no cost to Agency, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that vendor is unable to do so, then the Agency may terminate this Agreement and vendor will refund to the Agency all amounts the Agency has paid under this purchase order within thirty (30) days after the termination date.

347 Information Security Controls

Vendor hereby acknowledges responsibility to comply with all applicable TEES policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by TEES. For purposes of this section concerning Vendor Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the Texas Education Code); and medical records. Mission Critical Information is information that is defined by TEES to be essential to the continued performance of the mission of TEES, the unavailability of which would result in consequences to TEES. In the event Vendor should obtain or be granted access to Confidential and/or Mission Critical Information of TEES ("TEES Information"), Vendor will keep and protect TEES Information confidential to no less than the same degree of care as required by TEES policies, rules and procedures. At the expiration or early termination of this Agreement, Vendor agrees to return all TEES Information or agrees to provide adequate certification that the TEES Information has been destroyed. Vendor, its employees, agents, contractors, and subcontractors shall use the TEES Information solely in connection with performance by Vendor of the services provided to TEES pursuant to this Agreement, and for no other purpose. Should Vendor, its employees, agents, contractors, or subcontractors acquire other TEES Information during the course of this Agreement, it shall not be used for Vendor's own purposes or divulged to third parties. Vendor shall comply with all terms and conditions of any TEES non-disclosure agreement applicable to this Agreement. Failure to comply with the requirement not to release information, except for the sole purpose stated above, will result in cancellation of this Agreement and the eligibility for Vendor to receive any TEES Information from TEES for a period of not less than five (5) years. Both parties shall each provide contact information for specific individuals. The designated contact for TEES shall be the Information Security Office, College of Engineering / TEES, 3126 TAMU, College Station, TX 77843, Phone: (979) 458-7705 Email: engr-iso@tamu.edu. The designated contact for Vendor shall be the Information Security Office, engr-iso@tamu.edu, (979) 458-7705. Vendor is responsible for reporting all security breaches directly to TEES.

700 Termination

Termination TDEM may at any time by written notice suspend or cancel this Purchase Order without cause. This Purchase Order and any TDEM Contract are subject to termination, without penalty, in whole or in part, if funds are not appropriated by the legislature of the State of Texas. Either Contractor or TDEM may terminate this Purchase Order upon 30 days written notice to the other, if the other party fails to perform or comply with any of the material terms, covenants, agreements, or conditions hereof, and such failure is not cured during such 30-day period. TDEM may terminate this Purchase Order immediately without further notice if Contractor: (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) makes a general assignment or sale of Contractor's assets or business for the benefit of creditors. In no event will such termination by TDEM as provided for under this section give rise to any liability on TDEM's part including, but not limited to, Contractor's claims for compensation for anticipated profits, un-absorbed overhead, or interest on borrowing. TDEM's sole obligation hereunder is to pay Contractor for Goods or Services received prior to the date of termination.

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 2	Increase capacity of two SQL servers (Cloud Server -Shared SQL, Cloud Server -Fusion SQL on Purchase Order AB0482399)	NA	MON	7,140.28 USD	6 MON	42,841.68 USD

