



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.
Aug 27, 2020	AB0560661	0
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	E2OPEN LLC	Delivery Address	
Address	9600 GREAT HILLS TRAIL SUITE 300E AUSTIN, TX 78759 US	TAMUS Member:	30-Texas Division of Emergency Management (30)
Phone	+1 512-425-3500	Attn:	Quenya Evans
FOB / FREIGHT	Destination	Administration	
Pre-Pay & Add	No	Room	
Payment Terms	0, Net 30	1033 La Posada Dr	
Contract Number - Header	<i>no value</i>	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

Shipping Instructions

Attachments for supplier

048807_TDEM_20200...

PO Clauses

Header	Code	Description	Text
	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.

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.
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Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 7	Subscription Fee for Term November 1, 2020 – February 28, 2022	NA	EA	133,000.00 USD	1 EA	133,000.00 USD
2 of 7	Professional Services – Time & Materials during the Pilot Term as per Exhibit A	LI-PS-T&M	HR	195.00 USD	240 HR	46,800.00 USD
3 of 7	Purchase Order Collaboration	LI-SM-POC	EA	0.00 USD	1 EA	0.00 USD
4 of 7	Inventory Collaboration	LI-SM-IC	EA	0.00 USD	1 EA	0.00 USD
5 of 7	Analytics	LI-NA-ANA	EA	0.00 USD	1 EA	0.00 USD
6 of 7	Customer Service 1 (Essential) as per Exhibit B	LI-SL-CS-SLA 1	EA	0.00 USD	1 EA	0.00 USD
7 of 7	Application Uptime SLA 1 (Essential) as per Exhibit B	LI-SL-APP-SLA 1	EA	0.00 USD	1 EA	0.00 USD
Total						179,800.00 USD

Billing Information	Billing Address
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	Texas Division of Emergency Mgmt-Accounts Payable ***Do Not Mail Invoices***

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 abvendorhelp@tamu.edu.

Invoice must include the PO/Reference number shown above.

Email invoices to invoices@tamu.edu

750 Agronomy Road - Suite 3101

6000 TAMU

College Station, TX 77843-6000

United States