Back up Servers for TDEM

Contact Name: Brad Jacobs (J Morgan)

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Response Due Date:

Response Due Time:

Days Solicited:

Agency – Texas Smart Buy Member Number: 575

NIGP Commodity Code: 920-45, 920-46, 920-47, 920-48

Description: Back up servers with minimum of four (4) license, maintenance, and support for Windows Datacenter Edition with Carbonite Availability

Current Contract Details:

Purchase Order AB0502626

SHI Government Solutions, Inc (Double Take)

Contract Dates 01/12/20-01/11/21

PO Total $7,500

Payment Terms: Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later. Vendor shall submit one copy of an itemized

invoice referencing the AggieBuy Contract number and any departmental issued

purchase order number. Owner 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.

Tax Exemption: The State of Texas is exempt from all Federal Excise Taxes. Texas

Division of Emergency Management is exempt from state and municipal sales taxes

under Texas Tax Code, Chapters 151 and 321, et. seq., for all purchases made for the

exclusive use of Texas A&M.

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.

No Collect Freight Charges Accepted: Neither COD nor "Collect" freight or handling charges will be accepted.