PRAIRIE VIEW A & M UNIVERSITY

VENDOR

P.O. Box 519, Mail Stop 1311
Prairie View, Texas 77446-0519
(936) 261-1902

Date: 01/26/2016
Page: 01

PURCHASE ORDER

P.O. #: P601190 05

Vendor guarantees merchandise delivered on this order will meet or exceed specifications in the bid invitation.

All terms and conditions set forth in our bid invitation become a part of the order.

All invoices and packing slips must reference the P.O. # and Federal Tax ID #.

Invoice to Agency Below:

PRAIRIE VIEW A&M UNIVERSITY
PRAIRIE VIEW A&M UNIVERSITY
ACCOUNTS PAYABLE
MAIL STOP 1311, P.O. BOX 519
EMAIL: PAYABLES@PVAMU.EDU
PRAIRIE VIEW TX 77446-0519

VENDOR:

*******9200
CIMA SOLUTIONS GROUP, LLC
118 LYNN AVE BLDG 300
LEWISVILLE, TX 75057

Ship To:

PRAIRIE VIEW A&M UNIVERSITY
INFORMATION TECHNOLOGY
MARTIN ST. - S.R. COLLINS
ENGINEERING TECHNOLOGY BLDG.
PRAIRIE VIEW TX 77446

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by PVAMU and the Vendor to attempt to resolve any disputes arising under this contract. The designated individual responsible on behalf of Prairie View A & M University for examining any claim or counterclaim and conducting any negotiations related thereto as required under paragraph 2260.52, Subtitle F, Title 10 of the Government code shall be the Vice President for Business Affairs.

IMPORTANT: Any exceptions to pricing or description contained herein must be approved by PVAMU Procurement Office PRIOR to shipment.

Item	Description	Quantity	UOM	Unit Price	Extended Price
	USER REF: 231002-00002 NON-WAIVER. VENDOR EXPRESSLY ACKNOWLEDGES THAT PVAMU IS AN AGENCY OF THE STATE OF TEXAS AND NOTHING IN THIS AGREEMENT WILL BE CONSTRUED AS A WAIVER OR RELINQUISHMENT BY PVAMU OF ITS RIGHT TO CLAIM SUCH EXEMPTIONS, PRIVILEGES, AND IMMUNITIES AS MAY BE PROVIDED BY LAW. PUBLIC INFORMATION NOTICE: IN ACCEPTING THIS PURCHASE ORDER, VENDOR ACKNOWLEDGES THAT PRAIRIE VIEW A&M UNIVERSITY (PVAMU) 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 PVAMU'S WRITTEN REQUEST,VENDOR 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 PVAMU IN A NON-PROPRIETARY FORMAT ACCEPTABLE TO PVAMU. AS USED IN THIS PROVISION, "PUBLIC INFORMATION"HAS THE MEANING ASSIGNED IN SECTION 552.002, TEXAS GOVERNMENT CODE, BUT ONLY INCLUDES INFORMATION TO WHICH PVAMU HAS A RIGHT OF ACCESS. VENDOR ACKNOWLEDGES THAT PVAMU 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				

JAN Prairie View A & M University cannot accept collect freight shipments. TX Education Code SEC. 51.9335 Purchase made by an institution of higher education TX Govt. Code Section 771.003.

F.O.B. DESTINATION FRT INCLUDED

Our Purchase Order Number must appear on all invoices, shipping papers and packages to avoid payment delays.

TERMS:

Supplies/Equipment must be placed in the Department Receiving Room by:

The State of Texas is exempt from all Federal Excise Taxes.
STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

Jim Nelms

AUTHORIZED SIGNATURE

Rev. 07/2009

PRAIRIE VIEW A & M UNIVERSITY

VENDOR

P.O. Box 519, Mail Stop 1311
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(936) 261-1902

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	GOVERNMENT CODE. PURCHASE ORDER CHANGES. REQUESTED MODIFICATIONS OR CHANGES TO THE TERMS OF THIS PURCHASE ORDER MUST BE SUBMITTED IN WRITING TO THE PROCUREMENT OFFICER NAMED BELOW AND CONFIRMED IN WRITING WITH A MODIFIED PURCHASE ORDER, PRIOR TO PERFORMANCE OF THE CONTRACT. CONTACT: JIM NELMS, E-MAIL: JANELMS@PVAMU.EDU PHONE: 936-261-1932, FAX: 936-261-1958 AS A MEMBER OF THE TEXAS A&M UNIVERSITY SYSTEM, PVAMU IS FEDERALLY MANDATED TO ADHERE TO THE GUIDELINES PROVIDED IN THE PRESIDENT'S EXECUTIVE ORDER (EO) 13224: (HTTP://WWW.WHITEHOUSE.GOV/NEWS/ORDERS) EXECUTIVE ORDER ON TERRORIST FINANCING-BLOCK-ING PROPERTY AND PROHIBITING TRANSACTIONS WITH PERSON WHO COMMIT, THREATEN TO COMMIT, OR SUPPORT TERRORISM, EFFECTIVE 9/24/2001 AND ANY SUBSEQUENT CHANGES MADE TO IT VIA CROSS REFERENCING RESPONDENTS/VENDORS WITH THE FEDERAL GENERAL SERVICES ADMINISTRATION'S EXCLUDED PARTIES LIST SYSTEM (EPLS: HTTP://WWW.EPLS.GOV) WHICH IS INCLUSIVE OF THE UNITED STATES TREASURY'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) SPECIALLY DESIGNATED NATIONAL (SDN) LIST. TERMS OF PAYMENT: NET 30 DAYS UPON RECEIPT AND ACCEPTANCE OF ITEM OR RECEIPT OF CORRECT INVOICE, WHICHEVER IS LATER TAXES: ANY APPLICABLE TAXES WILL BE ASSESSED				

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IMPORTANT: Any exceptions to pricing or description contained herein must be approved by PVAMU Procurement Office PRIOR to shipment.

Item	Description	Quantity	UOM	Unit Price	Extended Price
	AND DEDUCTED AT THE TIME OF PAYMENT.				
	PER DIR CONTRACT NO.: DIR-TSO-2637				
1	Gold maintenance, Major Version Upgrade, 24x7 email/phone support, one year-**Payment for terms 3/28/16-9/29/18 & 4/15/16-9/29/2018 **Includes 18 x NSS GA Storage Capacity, 20 x NSS VS Storage Capacity Part Number: FS-NCDTUSGLD-G **Co-termed with the contract term on the new appliances. Next renewal will be 09/29/18.	1	YR	37,225.750	37,225.75
	per quote number: S12-595-1901 dated 01/19/16				
				TOTAL	37,225.75

JAN

Prairie View A & M University cannot accept collect freight shipments.

TX Education Code SEC. 51.9335 Purchase made by an institution of higher education TX Govt. Code Section 771.003.

F.O.B. DESTINATION FRT INCLUDED

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TERMS:

Supplies/Equipment must be placed in the Department Receiving Room by:

Jim Nelss

AUTHORIZED SIGNATURE

Rev. 07/2009

PRAIRIE VIEW A&M UNIVERSITY
PURCHASE ORDER
TERMS AND CONDITIONS

1. **VENDOR REQUIREMENTS**

1.1 Vendors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

1.2 Unless otherwise specified, items shall be new and unused and of current production.

1.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

1.4 Prairie View A&M University (PVAMU) will not be bound by any oral statement of representation contrary to the written specifications of this Purchase Order.

1.5 Applicable Manufacturer's standard warranty shall apply unless otherwise stated in a corresponding Invitation for Bid (IFB).

2. **DELIVERY**

2.1 If delay is foreseen, vendor shall give written notice to PVAMU. Vendor must keep PVAMU advised at all times of status of order. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes PVAMU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

2.2 No substitutions are permitted without written approval of PVAMU.

2.3 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PVAMU.

2.4 Each shipment must be accompanied by a packing slip which shows the PVAMU Purchase Order number and the description, quantity shipped and any backordered quantity for each item shipped. Each package must be clearly marked with the destination address and PVAMU Purchase Order number.

3. **AWARD OF CONTRACT**

3.1 This Purchase Order is a contract between the Vendor and PVAMU. The terms and conditions of this Purchase Order, and if applicable, an accompanying Invitation for Bid and other written contract constitute the entire written agreement between the Vendor and PVAMU. This contract shall be governed, construed and interpreted under the laws of the State of Texas as the same may be amended from time to time. Any legal actions must be filed in Waller County, Texas.

3.2 **FUNDING OUT**: This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

4. **PAYMENT**

4.1 Vendor shall submit one copy of an itemized invoice showing PVAMU Purchase Order number. PVAMU will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

5. **PATENTS OR COPYRIGHTS**

5.1 The vendor agrees to protect PVAMU from claims involving infringement of patents of copyrights.

6. **VENDOR ASSIGNMENTS**

6.1 Vendor hereby assigns to PVAMU any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et. Seq. (1973), and the antitrust laws of the State of Texas, TEX Bus. & Comm. Code Ann. Sec. 15.01, et. Seq. (1967).

7. **VENDOR AFFIRMATION**

The vendor acknowledges that any false statement made by the vendor, whether communicated verbally or in writing, constitutes a material breach of contract and shall void, if applicable, any submitted bid or any resulting contracts, and the vendor shall be removed from all vendor lists. By accepting this purchase order and providing the goods and services indicated herein, the vendor hereby certifies that:

7.1 The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this purchase order

7.2 The vendor is not currently delinquent in the payment of any franchise tax owed the State of Texas.

7.3 Neither the vendor nor the firm, corporation, partnership or institution represented by the vendor, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of this State, or the Federal Antitrust Laws (see Section 6 above).

7.4 The vendor has not received compensation for participation in the preparation of the specification for this purchase order.

7.5 Pursuant to Section 231.008 (d), Family Code re: child support, the vendor certifies that the individual or business entity named in this Purchase Order is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

7.6 Pursuant to Section 2155.004 Government Code the vendor certifies that the individual or business entity name in this purchase order is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

7.7 The Vendor shall defend, indemnify, and hold harmless the State of Texas, PVAMU all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Vendor or any agent, employee, subcontractor, or supplier of Vendor in the execution or performance of this contract.

7.8 Vendor agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

7.9 Vendor agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.

7.10 The terms and conditions of this purchase order may not be amended unless agreed to in writing between vendor and PVAMU.

8. **DISPUTE RESOLUTION**

The dispute resolution process provided for in Chapter 2260, Texas Government Code, and related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and Vendor to attempt to resolve any claim for breach of contract made by Vendor that cannot be resolved in the ordinary course of business. Vendor shall submit written notice of a claim of breach of contract under this Chapter to Vice President of Business Affairs of PVAMU, who shall examine Vendor's claim and any counterclaim and negotiate with Vendor in an effort to resolve the claim.

9. **NON-WAIVER**

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

10. **STATE AUDITOR'S OFFICE**

Vendor 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. Vendor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Vendor will include this provision in all contracts with permitted subcontractors.

R601309

S12-595-1901
Cima Solutions Group
118 Lynn Ave.
Bldg. 300
Lewisville, TX 75057
Steven Geter
sgeter@cimasg.com
972-499-8263
Fax: 866-259-0320

Prairie View A&M

FalconStor Capacity Co-term Renewal

Qty	Part Number	Feature Code	Part Description	Unit Price	Ext. Price
1	FS-NCDTUSGLD-G		Gold maintenance, Major Version Upgrade, 24x7 email/phone support, one year - **Payment for terms 3/28/2016 - 9/29/2018 & 4/15/2016 - 9/29/2018 - **Includes 18 x NSS GA Storage Capacity, 20 x NSS VS Storage Capacity	$37,225.75	$37,225.75
			Co-termed with the contract term on the new appliances. Next renewal will be 09/29/18		
				TOTAL:	$37,225.75

Pricing contained in this quote is valid from 1/19/2016 until 3/28/2016

Unless specifically noted, all applicable Discounts, Promotions and Rebates have been reflected in the prices shown. Miscellaneous expenses are not included (e.g. taxes, shipping charges, freight insurance, etc.). License, support and other fees and charges do not include sales, usage, withholding, value added, excise or other similar taxes, which are the responsibility of the customer.

State of Texas VID # is 1202446920200; DIR Contract Number DIR-TSO-2637; HUB Certified

1/21/16