## Purchase Order

**Vendor Number:** 00000626  
**Vendor:** Sequel Data Systems Inc  
**Address:** 11824 JOLLYVILLE RD. STE 301 AUSTIN, TX 78759

**INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.**

**Vendor:** Texas A&M University  
**Address:** Texas A&M University Computing & Information Services  
**Address:** Teague Bldg. RM 1002  
**Address:** 731 LAMAR ST.  
**Address:** College Station, TX 77843-3363

**Payment Terms:** Net 30  
**Shipping Terms:** F.O.B., Destination  
**Freight Terms:** Freight Allowed  
**Delivery Calendar Day(s) A.R.O.:** 14

### Item # 1  
**Class-Item:** 206-87  
**Description:** HP DL360 - WEB/APPLICATION/COLLECTION SERVER

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Freight</th>
<th>Total Cost</th>
</tr>
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<tbody>
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### Item # 2  
**Class-Item:** 206-87  
**Description:** HP DL360-PROCESSING

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Item # 3
Class-Item 206-87

HP DL360-DATABASE

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<th>Tax Rate</th>
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</thead>
<tbody>
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<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 8,264.57</td>
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Item # 4

Purchased per DIR Contract # DIR-TSO-3359

All items shall be per details and specifications on attached Sequel Data Systems quote 9678.2.

IMPORTANT "SHIP TO" NOTE TO VENDOR: All items shall be shipped to -

Texas A&M University,
COMPUTING & INFORMATION SERVICES,
TEAGUE BLDG., RM 1002,
731 LAMAR ST.,
COLLEGE STATION, TX 77843-3363

Item # 5

Public Information - (a) PROVIDER acknowledges that TAMUS 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. (b) Upon a TAMUS written request, PROVIDER 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 TAMUS in a non-proprietary format acceptable to TAMUS. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMUS has a right of access. (c) PROVIDER acknowledges that TAMUS may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2291.253(a)(1), Texas Government Code.
TOTAL: $ 26,171.25

APPROVED
By: Patty Allison
Phone#: (979) 458-6088

BUYER

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes.
State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State shall prevail.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

STATE OF TEXAS AND THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.
1. REQUIREMENTS OF AWARDED PURCHASE ORDER

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

1.2 Vendor must have price per unit shown. Unit prices shall be quoted for at least one year upon request.

1.3 Awarded bid was submitted to the Texas A&M University System (TAMUS) on or before the hour and date specified for the opening of the bids.

1.4 Late and/or unsigned bids were not considered under any circumstances. Person signing bid must have the authority to bind the contractor.

1.5 Awarded bid quoted F.O.B. destination, freight prepaid and allowed, unless otherwise stated within the purchase order.

1.6 Bid prices are to be firm for TAMUS acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts were not considered in determining an award. Cash discounts applied after the bid has been earned.

1.7 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by the vendor or his authorized agent. No bid can be withdrawn after opening time without approval by TAMUS Purchasing Office based on a written acceptable reason.

1.8 Purchase order made for TAMUS are exempt from the State Sales tax and Federal Excise tax. Awarded bid does not include tax. Excise Tax Exemption Certificate will be furnished by TAMUS upon request.

1.9 TAMUS reserves the right to accept or reject all or any part of any bid, or to accept any bid, rejected by the厂商 in the execution of the contract.

1.10 Consistent and continued tie bidding could cause rejection of bids by TAMUS and/or investigation for antitrust violations.

1.11 Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

2. SPECIFICATIONS

2.1 Vendor shall furnish items as specified by model or catalogue numbers, brand names or manufacturer referenced on the purchase order.

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

2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing for the device required by UL, FMRC or other listing agency.

2.4 TAMUS will not be bound by any oral statement or representation contrary to the written specifications of this purchase order.

2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the purchase order.

3. TIE BIDS

3.1 Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (preferences).

4. DELIVERY

4.1 Delivery shall be within the quoted number of days required to place material in receiving agency's designated location under normal conditions. Delivery days are calendar days, unless otherwise specified. Failure to state delivery time obligates Vendor to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be rejected.

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

4.3 No substitutions permitted without TAMUS written approval.

4.4 Delivery shall be made during normal working hours only, unless otherwise specified by the TAMUS Purchasing Office.

4.5 Each shipment must be accompanied by a packing slip which shows the TAMUS Purchase Order number and the description, quantity ordered, and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TAMUS Purchase Order number.

5. INSPECTION AND TESTS

All goods will be subject to inspection and test by TAMUS. Authentic bids are to be accepted by TAMUS in accordance to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted and that sample taken from regular shipment, unless otherwise specified. Goods delivered and rejected in whole or in part of, at the TAMUS option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT

A response to an informal request for bids is an offer to contract based upon the terms, conditions and specifications herein. Bids do not become contracts or penalties until accepted through a TAMUS purchase order. Any contract may also be extended up to three (3) months at the sole discretion of the TAMUS. The contract will be performed, constructed 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 brought in the State of Texas.

7. PAYMENT

Vendor shall submit one (1) copy of an itemized invoice showing TAMUS Purchase Order number. TAMUS will incur any penalty for payment made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

8. RIGHTS OR CONFLICTS

Vendor agrees to protect the TAMUS from claims involving infringement of patents or copyrights.

9. VENDOR ASSIGNMENTS

Vendor assigns to TAMUS any and all claims for overcharges associated with this contract under the antiitrust 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). Inquiries pertaining to bid must give the number and date of the bid.

10. VENDOR AFFIRMATION

Signing a bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the vendor shall be removed from all bid lists. By signature hereon affixed, the vendor hereby certifies:

10.1 The vendor has not been offered, given to, nor intends to give at any time hereafter any economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

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

10.3 Neither the vendor nor the firm, corporation, partnership or institution represented by the vendor, the person for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

10.4 Pursuant to Section 215.004(a) Government Code the vendor has not received compensation for participation in the preparation of the specification for this Purchase Order.

10.5 Pursuant to Section 231.006 (d), Family Code, re: child support. The vendor hereby certifies that:

(a) A contested case proceeding under Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to the Chief Financial Officer. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all representatives of Texas A&M University System Offices and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Government Code.

(b) The contested case procedure provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M University System Offices or any other conduct of any representative of Texas A&M University System Offices relating to the contract shall be considered a waiver of sovereign immunity to suit.

11. BUSINESS OWNERSHIP

Pursuant to Section 231.006 (c), Family Code, bid must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the bid. Vendors that have pre-registered this information on the TBPC Centralized Master Vendors List have satisfied the requirement. If not recorded, attach name & Social security number for each person. Otherwise, this information must be provided prior to signing the contract.

12. NOTE TO VENDOR

Any terms and conditions attached to a bid will not be considered unless the vendor specifically refers to them on the front of this bid form.

WARNING: Such terms and conditions may result in disqualification of the bid on the basis of laws or State other than Texas, requirements for prepayment, limitation on remedies, etc.

13. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution procedures involved in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M University System Offices and the Contractor. Neither this contract nor any claim for breach of contract made by the contractor:

(a) A contested case proceeding under Chapter 2260, subchapter B, of the Texas Government Code.

(b) The contested case procedure provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M University System Offices or any other conduct of any representative of Texas A&M University System Offices relating to the contract shall be considered a waiver of sovereign immunity to suit.

(1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the Texas Administrative Code.

(2) Neither the existence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

(3) The designated individual responsible on behalf of Texas A&M University System Offices for examining any claim or counterclaim and conducting any negotiations related thereto as required under Chapter 2260, subchapter B, Section 2260.052 of the Texas Government Code shall be B.J. Crain, Associate Vice Chancellor of Budgets and Accounting (979) 458-6100.

14. PUBLIC DISCLOSURE

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of Texas Government Code ("Public Information Act"). Any part of the solicitation response that is of a propriety nature must be clearly and prominently marked as such by the respondent.