



HUB SUBCONTRACTING PLAN (HSP)

QUICK CHECKLIST

This Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

VENDOR WILL NEED TO COMPLY WITH ONE OF THE FOLLOWING **PROCESS BELOW (A-E)**:

A. SUBCONTRACTING ONLY WITH (100%) TEXAS CERTIFIED HUB VENDORS

If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- Section 1 (page 2) Respondent and Requisition Information
- Section 2 a. (page 3) Yes, I will be subcontracting portions of the contract
- Section 2 b. (page 3) List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- Section 2 c. (page 3) Yes
- Section 4 (page 4) Affirmation- Sign and date
- (page 5) **GFE Method A (Attachment A)** – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

B. SUBCONTRACTING OPPORTUNITIES WILL BE PERFORMED USING HUB MENTOR PROTÉGÉ PROGRAM

- Section 1 (page 2) Respondent and Requisition Information
- Section 2 a. (page 3) Yes, I will be subcontracting portions of the contract
- Section 2 b. (page 3). List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB Protégé (skip Section 2c and 2d)
- Section 4 (page 4) Affirmation- Sign and date
- (page 6 & 7) **GFE Method B (Attachment B)** – Complete Section B-1, B-2 and B-4 for each HUB Protégé subcontracting opportunity as applicable

C. SUBCONTRACTING ONLY WITH TEXAS CERTIFIED HUB AND NON-HUB VENDORS- MEETS OR EXCEEDS THE HUB GOAL

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete: **SEE SPECIAL INSTRUCTIONS**

- Section 1 (page 2) Respondent and Requisition Information
- Section 2 a. (page 3) Yes, I will be subcontracting portions of the contract
- Section 2 b. (page 3) List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2 c. (page 3) Yes
- Section 2 d. (page 3) Yes- Texas Certified HUBs
- Section 4 (page 4) Affirmation- Sign and date
- (page 5) **GFE Method A (Attachment A)** – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b

D SUBCONTRACTING ONLY WITH TEXAS CERTIFIED HUB AND NON-HUB VENDORS- DOES NOT MEET OR EXCEED THE HUB GOAL

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete: **SEE SPECIAL INSTRUCTIONS**

- Section 1 (page 2) Respondent and Requisition Information
- Section 2 a. (page 3) Yes, I will be subcontracting portions of the contract
- Section 2 b. (page 3) List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2 c. (page 3) No
- Section 2 d. (page 3) No
- Section 4 (page 4) Affirmation Sign and date
- (page 6 & 7) **Method B (Attachment B)**- Must submit supporting documentation under Section B-3 & “HUB Subcontracting Opportunity Notification Form”

E. WILL NOT BE SUBCONTRACTING

If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:

- Section 1 (page 2) Respondent and Requisition Information
- Section 2 a. (page 3) No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- Section 3 (page 4) Self Performing Justification
- Section 4 (page 4) Affirmation - Sign and date

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into “new” contracts.



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Dir's HUB Goal for this bidding opportunity is 21%. Failure to complete and comply with the current HSP form may disqualify the bid response. The following documentation should be completed with the HSP:

- Section 4 Affirmation- must be signed and dated;
- Method B (Attachment B) -must provide documentation under Section B-3 with response (if applicable);
- Actual % and dollar amounts must be used on HSP form (if applicable).

For assistance in completing the HSP, contact the HUB Coordinator, at dir.hub@dir.texas.gov or lisa.maldonado@dir.texas.gov 512-463-5662 or lynn.sanchez@dir.texas.gov 512-463-9813

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name:	<u>Hewlett-Packard Company</u>	State of Texas VID #:	<u>1941081436211</u>
Point of Contact:	<u>Joseph Perugini, Contract Program Manager</u>	Phone #:	<u>(936) 689-0598</u>
E-mail Address:	<u>joseph.perugini@hp.com</u>	Fax #:	<u>(832) 442-5941</u>
b. Is your company a State of Texas certified HUB?	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		
c. Requisition/ Contract #	<u>DIR-TSO-TMP-211</u>	Bid Open/ Revision Date:	<u>01/08/2014</u>

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)

- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>five (5) years or less.</u>	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years.</u>	Percentage of the contract expected to be subcontracted to non-HUBs .
1	Pre-Sales Support	1%	7%	4%
2	Order Management	1%	7%	4%
3	Software Image Development	%	5%	3%
4	System Configuration	1%	6%	3%
5	Seat Management	%	2%	1%
6	Service	1%	6%	4%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
Total Aggregate percentages of the contract expected to be subcontracted (all 3 columns cannot exceed 100%):		4%	33%	19%

(Note: If you have more than twelve subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- **Yes** (If **Yes**, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- **No** (If **No**, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

Not applicable.

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature on File	Stuart McLean	Manager, ACO	12/13/2014
Signature	Printed Name	Title	Date (mm/dd/yyyy)

- REMINDER:**
- If you responded "**Yes**" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
 - If you responded "**No**" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Hewlett-Packard Company

Requisition/Contract #: DIR-TSO-TMP-211

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: 1-6 Description: Pre-Sales Support, Order Management, Software Image Development, System Configuration, Seat Management, and Service

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Abacus Computers, Inc.	1751844304300	11/28/2013	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Criner-Daniels & Associates, Inc.	1760076613700	11/28/2013	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Netsync Network Solutions	1320030329800	11/28/2013	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Southwest Minority Supplier Development Council	12/22/2013	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Golden Triangle Minority Business Council	12/22/2013	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: <u>Hewlett-Packard Company</u>	Requisition/Contract #: <u>DIR-TSO-TMP-211</u>
--	--

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 1-6 Description: Pre-Sales Support, Order Management, Software Image Development, System Configuration, Seat Management, and Service

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB. HUB VIN #'s can be located at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>

Company Name	Texas certified HUB	VID # <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount <small>(no TBDs)</small>	Expected Percentage of Contract <small>(no TBDs)</small>
Abacus Computers, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1751844304300	\$ 2,000,000	1.2%
Alphaworks, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	12718171676	\$ 500,000	0.3%
Austin Ribbon & Computer Supplies, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742339797900	\$ 4,500,000	2.6%
Avinext	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742511528800	\$ 1,500,000	0.9%
CDW Government, LLC	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	32040975743	\$ 6,000,000	3.5%
Compliant Technology Systems (CTS)	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1480948767200	\$ 500,000	0.3%
CompuCom Systems, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1382363156201	\$ 500,000	0.3%
Criner-Daniels & Associates, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760076613700	\$ 500,000	0.3%
Decision Tree, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742538104700	\$ 500,000	0.3%
Delcom Group, LP	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1010604799500	\$ 1,500,000	0.9%

b. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

HUB and Non-HUB Subcontractors were selected to provide the best value and service in support of this contract to the State of Texas and its customers.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B) cont.

Enter your company's name here: Hewlett-Packard Company

Requisition/Contract #: DIR-TSO-TMP-211

SECTION B-4 SUBCONTRACTOR SELECTION (CONT.)

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount (no TBDs)	Expected Percentage of Contract (no TBDs)
Desert Communications	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1742700166800	\$ 500,000	0.3%
GovConnection, Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1020497006400	\$ 1,000,000	0.6%
Hewlett-Packard State & Local Enterprise Services, Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1364172737800	\$ 500,000	0.3%
HP Enterprise Services, LLC	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752548221600	\$ 500,000	0.3%
Insight Public Sector, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1363949000500	\$ 500,000	0.3%
Intech Southwest Services, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1204028528500	\$15,000,000	8.8%
LeTigre Solutions Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760550795700	\$ 1,000,000	0.6%
M&T Consulting, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1611493855400	\$ 500,000	0.3%
MDL Enterprise, Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760384632400	\$ 500,000	0.3%
Mobius Partners, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742975599800	\$ 500,000	0.3%
Netsync Network Solutions	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1320030329800	\$25,000,000	14.6%
NWN Corporation	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	32025385736	\$13,000,000	7.6%
ONX USA LLC	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	12714452641	\$ 500,000	0.3%
Reyna Enterprises Inc dba Computer Repair Center	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742776534600	\$ 2,000,000	1.2%
Sequel Data Systems, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1742678386000	\$ 1,500,000	0.9%
SHI Government Solutions, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1223695478500	\$ 1,000,000	0.6%
Sigma Surveillance, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1202542335600	\$ 250,000	0.1%
Solid IT Networks	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752950821400	\$ 5,000,000	2.9%
Southern Computer Warehouse	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1582214685600	\$ 2,500,000	2.5%
Synetra Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752021538900	\$ 500,000	0.3%
Technical & Scientific Application	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1760200990800	\$ 750,000	0.4%
Technology Assets, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	127280238800	\$ 4,000,000	2.3%
TEICC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742030389700	\$ 1,000,000	0.6%
V-Quest Office Machines & Supplies, LTD	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	17430851307	\$ 500,000	0.3%



HUB Subcontracting Opportunity Notification

Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to minority/women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity identified in **Section C** reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A	PRIME CONTRACTOR'S INFORMATION	
Company Name:	<u>Hewlett-Packard Company</u>	State of Texas VID #: <u>1941081436211</u>
Point-of-Contact:	<u>Joseph Perugini</u>	Phone #: <u>(936) 689-0598</u>
E-mail Address:	<u>joseph.perugini@hp.com</u>	Fax #: <u>(832) 442-5941</u>

Section B	CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name:	<u>Department of Information Resources</u>	
Point-of-Contact:	<u>Carrie Cooper</u>	Phone #: <u>(512) 936-23563</u>
Requisition/Contract #:	<u>DIR-TSO-TMP-211</u>	Bid Open <u>01/08/2014</u> /Revision Date: _____

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	<p>Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time on: <u>01/06/2014</u> (Date)</p> <p>(Note: In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to <u>at least three (3)</u> Texas certified HUBs, and allow the HUBs <u>at least seven (7) working days</u> to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to minority/women trade organizations or development centers <u>at least seven (7) working days</u> prior to submitting our bid response to the contracting agency.)</p>	
2. Scope of Work:	<p>HP Resellers who can assist with Pre-Sales Support, Order Management, Software Image Development, System Configuration, Seat Management and the associated Services to support customers that will utilize the contract resulting from this solicitation for HP Branded Products and the related Services.</p>	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	<p>See the HP Attachment, Texas DIR Indirect Fulfillment Partner Program Application.</p>	
4.		

Bonding/Insurance Requirements: <input checked="" type="checkbox"/> - Not Applicable	
5. Location to review plans/specifications:	

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
HEWLETT-PACKARD COMPANY

1. Introduction

A. Parties

This Contract for Products and Related Services (“Contract”) is entered into between the State of Texas (“State”), acting by and through the Department of Information Resources (“DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Hewlett-Packard Company with its principal place of business at 3000 Hanover Street, Palo Alto, CA 94304.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-211, on November 22, 2013, for Hewlett-Packard Manufacturer Branded Hardware, Software and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-211 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Agreement for Software Licensing and Software and Hardware Support and any negotiated and agreed Customer Statements of Work; Appendix E, Terms for Software-as-a-Service and NonStop Products and Services; then Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-211, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-211, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, any negotiated and agreed Customer Statements of Work, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor (“Effective Date”). Prior to expiration of the original term, DIR and Vendor may extend the Contract upon mutual agreement, by amendment for up to three (3) optional one-year terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Hewlett-Packard Manufacturer Branded Hardware and Software and as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of the RFO and products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Services and Support related to Hewlett-Packard Hardware and/or Software as specified in the RFO and Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above. The parties agree that Leasing Services, Managed Print Services and Cloud Services will be further negotiated following execution of this Contract for inclusion by amendment upon agreement of terms and conditions of both parties.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one half of one percent (.50%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$500.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Dana L. Collins, CTPM, CTCM
Manager, Contracts & Vendor Management
Technology and Sourcing Office
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701

Phone: (512) 475-4700
Facsimile: (512) 475-4759

If sent to the Vendor:
Public Sector Legal Counsel
Hewlett-Packard Company
5400 Legacy Drive
Plano, Texas 75024
Phone: (972) 605-3075
Facsimile: (972) 605-3491

7. Software License and Service Agreements

A. Software License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the Software License Agreement set forth in this Section 7 and Appendices D and E of this Contract. No changes to the Software License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the Software license terms language in this Section 7 and Appendix D. Vendor and Order Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software License Agreement terms and conditions.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor for HP Branded Software. Any purchases of third party Software shall be subject to the third party's license terms. **It is the Customer's responsibility to read the third party Shrink/Click-Wrap License Agreement and determine if the Customer accepts the license terms. Customers are bound by, and will abide by such third party Shrink/Click-wrap License terms unless the Customer does not agree with the license terms, then Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-Wrap License Agreement language from the software publisher, which the parties shall agree to in writing.**

C. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

D. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Service Agreements, or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

8. Authorized Exceptions to Appendix A for Products and Related Services

A. Section 3. Definitions is hereby replaced in its entirety as follows:

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
- 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor’s compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. Contract – the document executed between DIR and Vendor into which this Appendix A is incorporated.

D. CPA – refers to the Texas Comptroller of Public Accounts.

E. Day – shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. Order Fulfiller – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.

G. Purchase Order or Order - the Customer’s fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

H. State – refers to the State of Texas.

I. Affiliate of a party means an entity controlling, controlled by, or under common control with, that party.

J. HP Branded means Products and Services bearing a trademark or service mark of Hewlett-Packard Company or any Hewlett-Packard Company Affiliate.

K. Product means hardware and software listed in HP’s standard price list at the time of HP’s acceptance of Customer purchase order, and including products that are modified, altered, or customized to meet Customer requirements (“Custom Products”).

L. Technical Service means integration or other technical or customizable services performed by HP under a Statement of Work or other Supporting Materials.

M. Service means Support and Technical Services.

N. Specification means technical information about Products published in HP Product manuals, user documentation, and technical data sheets in effect on the date HP delivers Products to Customer.

O. Support means hardware maintenance and repair, software maintenance, training, installation and configuration, and other standard support services provided by HP, and includes “Custom Support,” which is any agreed non-standard Support as described in a Statement of Work.

P. Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, Statements of Work, published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated Vendor website.

Q. Contractor means Hewlett-Packard Company, excluding Order Fulfillers.

B. Section 4. General Provisions, A. Entire Agreement is hereby replaced in its entirety as follows:

A. Entire Agreement

The documents set forth in Contract section 1.C (Order of Precedence) constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract documents.

C. Section 4. General Provisions, B. Modification of Contract Terms and/or Amendments, 2) is hereby replaced in its entirety as follows:

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order or Statement of Work and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

D. Section 5. Intellectual Property Matters, A. Definitions, 1) is hereby replaced in its entirety as follows:

1) "Work Product" or "Deliverables" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible items or things that have been prepared, created, developed, invented or conceived at any time following the effective date of the Contract.

E. Section 5. Intellectual Property Matters, A. Definitions, 3) is hereby replaced in its entirety as follows:

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables.

F. Section 5. Intellectual Property Matters, A. Definitions, 4) is hereby replaced in its entirety as follows:

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract.

G. Section 5. Intellectual Property Matters, A. Definitions, 5) is hereby replaced in its entirety as follows:

5) "Vendor IP" means, as between Vendor and Customer, Vendor's ownership of all materials, software (whether written or machine-readable) and the copyrights, patents, trademarks, trade secrets and all other (a) owned by or licensed to Vendor or one of its Affiliates prior to the Effective Date of the Contract; (b) all Intellectual Property Rights developed by Vendor or one of its Affiliates outside the scope of

this Contract, and (c) all modifications, enhancements, and derivative works thereof.

H. Section 5. Intellectual Property Matters, B. Ownership is hereby replaced in its entirety as follows:

B. Ownership

As between Vendor and Customer,

- a) The Deliverable(s) and all Intellectual Property Rights associated with those Deliverable(s) will be owned by the Vendor at creation and will not be considered works made for hire. The Vendor grants to the Customer a non-exclusive, royalty-free, site-wide, irrevocable license to use, copy, and distribute the Deliverable(s) and related documentation according to the terms and conditions of this Contract and Supporting Materials. For the purposes of this license, "site-wide" includes any State of Texas office regardless of its physical location. Customer may further sublicense those Deliverables to its Affiliates or third party service providers, strictly in furtherance of Customer's internal use.
- b) The State may modify the Deliverable(s) and may combine such with other programs or materials to form a derivative work. The State will own and hold all copyright, trademark, patent and other intellectual property rights in any derivative work, excluding any rights or interest in the Deliverable(s) other than those granted in this Contract.
- c) The State may copy the Deliverable(s) to multiple hard drives or networks.
- d) The State may copy the Deliverable(s) in the course of routine backups for the purpose of recovery.
- e) In the event that the Vendor ceases to conduct business, or ceases to support the Deliverable(s), the State's license will not cease. The license may be terminated if used in a manner that would violate the terms of this Contract and Supporting Material.
- f) Notwithstanding the license grants, any Third Party IP incorporated into any licensed Deliverable(s) will be subject to the license terms applicable to such Third Party IP.
- g) The State and the Vendor will continue to own their respective Intellectual Property Rights developed before entering into the Contract or developed outside the scope of this Contract, and all modifications or derivative works thereof. Any software licensed through the Vendor and sold to the State will be licensed directly to the State.

I. Section 5. Intellectual Property Matters, C. Further Actions is hereby replaced in its entirety as follows:

C. Further Actions

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of applicable Intellectual Property Rights in the Work Product to Customer including but not limited to the

execution, acknowledgement and delivery of such further documents in a form agreed by the parties.

J. Section 5. Intellectual Property Matters, D. Waiver of Moral Rights is hereby replaced in its entirety as follows:

D. Waiver of Moral Rights

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in any portion of the Work Product that contains “Customer” content, which Vendor may now have or which may accrue to Vendor’s benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. However, Vendor does not waive any Moral Rights or rights in the Work Product for any Software or templates that Vendor may deliver as part of the Services. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term “Moral Rights” shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

K. Section 5. Intellectual Property Matters, E. Confidentiality is hereby replaced in its entirety as follows:

E. Confidentiality

In the performance of the Services hereunder, either party may receive or have access to documents, technical information, information about product plans and strategies, promotions, customers, and related technical, financial or business information, which the disclosing party considers to be the confidential information of that party or its third party contractors or suppliers (“Confidential Information”). The following will apply to any such Confidential Information to the extent consistent with the Texas Public Information Act and its trade secret exemptions:

- 1) Before any Confidential Information is disclosed, the parties will first agree to disclose and receive such information in confidence. If then disclosed, the Confidential Information will be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, will be designated as confidential in a writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure;
- 2) Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Contract, and only by the employees or contractors of the receiving party and its employees, agents or contractors who have a need to know such information for purposes of this Contract. The receiving party will protect, and will ensure that its employees,

agents and contractors will protect, the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the receiving party uses to protect its own confidential information of a like nature;

3) The receiving party's confidentiality obligation will be for a period of three (3) years after the date of disclosure.

4) The confidentiality obligations of the parties will not extend to information that:

- a) was in the receiving party's possession before receipt from the disclosing party;
- b) is or becomes publicly known without breach by the receiving party;
- c) is rightfully received by the receiving party from a third party without a duty of confidentiality;
- d) is independently developed or learned by the receiving party;
- e) is disclosed by the receiving party with the disclosing party's prior written approval; or
- f) is required to be disclosed pursuant to the Texas Public Information Act and its trade secret exemptions.

L. Section 5. Intellectual Property Matters, F. Injunctive Relief is hereby replaced in its entirety as follows:

F. Injunctive Relief

The Contract is intended to protect both parties' proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to the non-breaching party. Therefore, to the extent authorized by Texas Law and Constitution, both parties' acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by the non-breaching party, without requiring proof of irreparable injury as same should be presumed.

M. Section 5. Intellectual Property Matters, G. Return of Materials Pertaining to Work Product is hereby replaced in its entirety as follows:

G. Return of Materials Pertaining to Work Product

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor, including all materials embodying the Work Product, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete for which the Customer has paid all undisputed sums and any other

documents or Confidential Information furnished by Customer to Vendor. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

N. Section 5. Intellectual Property Matters, I. Third-Party Underlying and Derivative Works is hereby replaced in its entirety as follows:

I. Third-Party Underlying and Derivative Works

In all instances, in its' SOW or quote, and before contracting with a customer the Vendor will disclose the use or incorporation of any Third Party IP into the Work Product or Deliverables and a description of the ownership and use rights that will be provided to the Customer. At the time of delivery, the Vendor will provide in writing the name and use of any Third Party IP, including information regarding the Vendor's authorization to include and utilize such Third Party IP. The notice shall include a copy of any ownership agreement or license that authorizes the Vendor to use the Third Party IP, If Vendor procures any Third Party IP for the State, then Vendor must assign or otherwise transfer to the State, or afford the State the benefits of, any license rights, including the manufacturer's warranty, for the Third Party IP.

O. Section 5. Intellectual Property Matters, J. Agreement with Subcontracts is hereby replaced in its entirety as follows:

J. Agreement with Subcontracts

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request. Vendor may redact confidential information, but in any event must provide copies sufficient to ensure Vendor's compliance with this section.

P. Section 5. Intellectual Property Matters, L. Vendor Development Rights is hereby replaced in its entirety as follows:

L. Vendor Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials.

Q. Section 6. Product Terms and Conditions, B. Purchase of Commodity Items (Applicable to State Agency Purchases Only), 3) is hereby replaced in its entirety as follows:

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

R. Section 7. Contract Fulfillment and Promotion, C. Product Warranty and Return Policies is hereby replaced in its entirety as follows:

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning Product warranties and returns. Product warranty and return policies for Customers will not be more restrictive than warranty and return policies for other similarly situated Customers for like products, or more costly consistent with section 8.C.3.

S. Section 7. Contract Fulfillment and Promotion, E. Internet Access to Contract and Pricing Information 1) is hereby replaced in its entirety as follows:

1) Vendor Website

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a website specific to the product and service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include the product and services offered, product and service specifications, specific contract pricing expressed in dollars based upon Contract discounts off MSRP or List Price, designated Order Fulfillers, contact information for Vendor and designated Order Fulfillers, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Information and Communications Technology Cooperative Contracts program, display the DIR logo in accordance with the requirements in paragraph F of this Section, and contain a link to the DIR website for the Contract.

T. Section 7. Contract Fulfillment and Promotion, E. Internet Access to Contract and Pricing Information 3) is hereby replaced in its entirety as follows:

3) Website Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall use commercially reasonable efforts to provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

U. Section 7. Contract Fulfillment and Promotion, E. Internet Access to Contract and Pricing Information 5) is hereby replaced in its entirety as follows:

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State, which can be publicly accessed through the DIR site.

V. Section 8. Pricing, Purchase Orders, Invoices, and Payments, B. Customer Discount is hereby replaced in its entirety as follows:

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index. Pricing includes the DIR administrative fee specified in Section 5.

W. Section 8. Pricing, Purchase Orders, Invoices, and Payments, C. Customer Price, 3) is hereby replaced in its entirety as follows:

3) During the Contract term, if pricing for products, specific product configurations, or services available under this Contract is provided by the Contractor at a lower price to: (i) an eligible Texas Customer who is not purchasing those products, specific product configurations, or services under this Contract or (ii) to any other entity or consortia authorized by Texas law to sell said products and services to eligible Texas Customers, under like terms and conditions provided for the State for those commodities and services under this Contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement only applies to products, specific product configurations, or services quoted by Contractor for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. To the extent that either party identifies and confirms that better pricing is offered by Contractor in accordance with this section, both parties will utilize best efforts to amend this Contract within ten (10) days to reflect the lower price. Any Contract price changes pursuant to this section shall be effective for all transactions between Contractor and DIR Customers entered into on or after the date that the transaction, including the lower price was entered into.

X. Section 8. Pricing, Purchase Orders, Invoices, and Payments, I. Purchase Orders is hereby replaced in its entirety as follows:

I. Purchase Orders

All Customer Purchase Orders will be placed directly with the Order Fulfiller. Negotiated and agreed Statements of Work shall be considered incorporated into the Customer Purchase Orders, if applicable. Accurate Purchase Orders shall be effective and binding upon Order Fulfiller when accepted by Order Fulfiller.

Y. Section 8. Pricing, Purchase Orders, Invoices, and Payments, K. Payments is hereby replaced in its entirety as follows:

K. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Vendor or Order Fulfiller. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. Any applicable payment schedule, as negotiated by the parties, will be set forth in the Statement of Work, if applicable. Any Services provided on a time and expense basis will be invoiced monthly, unless otherwise agreed in the Statement of Work or Support Material.

Z. Section 9. Contract Administration, A. Contract Managers, 2) is hereby replaced in its entirety as follows:

2) Vendor Contract Manager

Vendor shall provide a dedicated Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between an Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State. In such an event, Vendor requests thirty (30) calendar days' notice.

AA. Section 9. Contract Administration, C. Records and Audit, 1) is hereby replaced in its entirety as follows:

The following requirement is subject to Chapter 321, Texas Government Code.

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

BB. Section 10. Vendor Responsibilities, A. Indemnification, 2) is hereby replaced in its entirety as follows:

2) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

CC. Section 10. Vendor Responsibilities, A. Indemnification, 3) Infringements, a) is hereby replaced in its entirety as follows:

a) VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CUSTOMERS, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS, WHICH PERTAIN TO HP BRANDED PRODUCTS AND SERVICES, INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES, VENDOR-NEGOTIATED SETTLEMENT AMOUNTS, AND COURT-AWARDED DAMAGES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

DD. Section 10. Vendor Responsibilities, A. Indemnification, 3) Infringements, b) is hereby replaced in its entirety as follows:

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement, or (vi) use of the product or service in combination with product or services not provided under the Contract.

EE. Section 10. Vendor Responsibilities, A. Indemnification, 3) Infringements, d) is hereby added in its entirety as follows:

d) Vendor will transfer to Customer any third party intellectual property infringement indemnification for non-HP Branded Products, Software, and Services delivered under the Contract and transferable to Customer.

FF. Section 10. Vendor Responsibilities, I. Security of Premises, Equipment, Data and Personnel is hereby replaced in its entirety as follows:

I. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may terminate its Purchase Order and related Service Agreement subject to the terms of subsections 11.B.(4), (5), and (6) of Appendix A.

GG. Section 10. Vendor Responsibilities, K. Limitation of Liability is hereby replaced in its entirety as follows:

K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, incidental, indirect, lost revenue or lost profits, or consequential damages, whether arising in contract, tort (including negligence) or otherwise even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action or

\$1,000,000, whichever is greater. However, this limitation of Vendor's liability shall not apply to claims of patent, trademark, or copyright infringement.

In the event the Customer determines a need for additional insurance or liability caps, Customer shall indicate said additional need for inclusion in the Statement of Work or Vendor Purchase Order.

HH. Section 10. Vendor Responsibilities, N. Required Insurance Coverage is hereby replaced in its entirety as follows:

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A-rated by A.M. Best, licensed in the State of Texas, and authorized to provide the corresponding coverage. With the exception of Workers' Compensation/Employers' Liability, the Customer and DIR will be included as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a combined single limit of \$1,000,000 per occurrence for coverage A, B, & C including products/ completed operations, where appropriate, with a separate aggregate limit of \$2,000,000.00 [Medical Expense each person: \$5,000; Personal Injury and Advertising Liability: \$1,000,000; Products/Completed Operations Aggregate Limit: \$2,000,000; Damage to Premises Rented to You: \$50,000]. Agencies may require additional Umbrella/ Excess Liability insurance. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer included as an additional insured; and
- d) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH

STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY DISEASE POLICY LIMIT AND \$1,000,000 PER DISEASE PER EMPLOYEE.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation; and
- b) Additional Insured.

II. Section 11. Contract Enforcement, B. Enforcement, 1) Termination for Non-Appropriation by Customer, is hereby replaced in its entirety as follows:

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated:

- i) by the governing body on behalf of local governments, or;
- ii) by the Texas legislature on behalf of state agencies; or
- iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code.

In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract (except for Products shipped and Support and Services performed to the extent funds are available for payment), nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature, or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract (except for Products

shipped and Support and Services performed to the extent funds are available for payment), nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

JJ. Section 11. Contract Enforcement, B. Enforcement, 4) Termination for Cause, b) is hereby replaced in its entirety as follows:

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 11.B. of Appendix A, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

KK. Section 11. Contract Enforcement, B. Enforcement, 6) is hereby replaced in its entirety as follows:

6) Vendor or Order Fulfiller Rights Under Termination

In the event a Purchase Order or corresponding Statement of Work (if applicable) expires or is terminated, a Customer shall pay: 1) all amounts due for Products or Services ordered prior to the effective termination date and ultimately accepted, 2) any applicable early termination fees agreed to in such Purchase Order or Statement of Work; and 3) any travel charges and expenses incurred by Vendor and agreed in a Purchase Order or Statement of Work prior to incurring the charges or expenses.

LL. Section 11. Contract Enforcement, C. Force Majeure is hereby replaced in its entirety as follows:

C. Force Majeure

DIR, Customer, Vendor, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller

will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

MM. Section 14. Additional Terms are hereby added in its entirety as follows:

14. Additional Terms

A. Products

a) Title. Risk of loss or damage and title for Hardware Products will pass upon delivery to Customer or its designee. Where permitted by law, Vendor retains a security interest in Products sold until full payment is received.

b) Delivery. Vendor will use all commercially reasonable efforts to deliver Products in a timely manner. Vendor may elect to deliver Software and related product/license information by electronic transmission or via download.

c) Installation. If Vendor is providing installation with the Product purchase, Vendor's site guidelines (available upon request) will describe Customer requirements. Vendor will conduct its standard installation and test procedures to confirm completion and acceptance by customer.

d) Product Performance. All HP Branded Hardware Products are covered by Vendor's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of Vendor installation, or (where Customer delays Vendor installation) at the latest 30 days from the date of delivery. Non-Vendor branded products receive warranty coverage as provided by the relevant third party supplier.

e) Product Warranty Claims. When Vendor receives a valid warranty claim for a Vendor Hardware or Software Product, Vendor will either repair the relevant defect or replace the Product. If Vendor is unable to complete the repair or replace the Product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to Vendor (if Hardware) or upon written confirmation by Customer that the relevant Software product has been destroyed or permanently disabled. Vendor will pay for shipment of repaired or replaced Hardware or Software Products to Customer. If under warranty, shipment cost will be Vendor responsibility.

B. Services

a) Technical Services. Vendor will deliver any ordered Technical, training or other Services as described in the applicable Supporting Material.

b) Technical Services Acceptance. The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other Products or Services to be provided by Vendor.

c) Services Performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such Service concerns and Vendor will re-perform any Service that fails to meet this standard.

d) Services with Deliverables. If Supporting Material for Services defines specific Deliverables, Vendor warrants those Deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies Vendor of such a non-conformity during the 30-day period, Vendor will promptly remedy the impacted Deliverables or refund to Customer the fees paid for those deliverables and Customer will return those Deliverables to Vendor via freight pre-paid and charged to Vendor.

e) Dependencies. Vendor's ability to deliver Services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the Services.

f) Change Orders. Vendor and Customer each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of Services and in dealing with issues that may arise. Requests to change the scope of Services or Deliverables will require a change order signed by both parties.

C. Support Services

HP's support services will be described in the applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.

D. Eligibility

HP's service, support and warranty commitments do not cover claims resulting from:

- a)** improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
- b)** Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
- c)** failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
- d)** malware (e.g. virus, worm, etc.) not introduced by HP; or
- e)** abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.

E. Personal Information

Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.

F. Compliance With Laws

Each party shall, in the performance of all of its rights and obligations under this Contract, comply with all applicable laws.

G. Remedies

This Contract states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.

Remainder of page intentionally left blank

This Contract is executed to be effective as of the date of last signature.

Hewlett-Packard Company

Authorized By: Signature on File

Name: Judith M. Alexander, Esq.

Title: Public Sector Contracts Negotiator

Date: July 2, 2014

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: KAREN ROBINSON

Title: Executive Director

Date: July 3, 2014

Office of General Counsel: Signature on File

Appendix A
Standard Terms and Conditions For Services Contracts

Table of Contents

1.	No Quantity Guarantees.....	1
2.	Definitions.....	1
3.	General Provisions.....	2
	A. Entire Agreement.....	2
	B. Modification of Contract Terms and/or Amendments.....	2
	C. Invalid Term or Condition.....	2
	D. Assignment.....	3
	E. Survival.....	3
	F. Choice of Law.....	3
	G. Limitation of Authority.....	3
	H. Proof of Financial Stability.....	3
4.	Intellectual Property Matters.....	3
	A. Definitions.....	3
	B. Ownership.....	5
	C. Further Actions.....	5
	D. Waiver of Moral Rights.....	6
	E. Confidentiality.....	6
	F. Injunctive Relief.....	6
	G. Return of Materials Pertaining to Work Product.....	6
	H. Vendor License to Use.....	7
	I. Third-Party Underlying and Derivative Works.....	7
	J. Agreement with Subcontracts.....	7
	K. License to Customer.....	7
	L. Vendor Development Rights.....	8
5.	Terms and Conditions Applicable to State Agency Purchases Only.....	8
	A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only).....	8
	B. Purchase of Commodity Items (Applicable to State Agency Purchases Only).....	8
6.	Contract Fulfillment and Promotion.....	9
	A. Service, Sales and Support of the Contract.....	9
	B. Internet Access to Contract and Pricing Information.....	9
	1) Vendor Website.....	9
	2) Accurate and Timely Contract Information.....	9
	3) Website Compliance Checks.....	9
	4) Website Changes.....	9

Appendix A
Standard Terms and Conditions For Services Contracts

5) Use of Access Data Prohibited	10
6) Responsibility for Content	10
C. Services Warranty and Return Policies.....	10
D. DIR Logo	10
E. Vendor Logo	10
F. Trade Show Participation.....	10
G. Performance Review Meetings	11
H. DIR Cost Avoidance	11
7. Pricing, Purchase Orders, Invoices, and Payments.....	11
A. Manufacturer’s Suggested Retail Price (MSRP) or List Price.....	11
B. Customer Discount.....	11
C. Customer Price.....	11
D. Shipping and Handling Fees	12
E. Tax-Exempt.....	12
F. Travel Expense Reimbursement	12
G. Changes to Prices.....	12
H. Purchase Orders	13
I. Invoices	13
J. Payments	13
8. Contract Administration.....	13
A. Contract Managers	13
1) State Contract Manager.....	13
2) Vendor Contract Manager.....	14
B. Reporting and Administrative Fees	14
1) Reporting Responsibility	14
2) Detailed Monthly Report	14
3) Historically Underutilized Businesses Subcontract Reports.....	14
4) DIR Administrative Fee.....	14
5) Accurate and Timely Submission of Reports	15
C. Records and Audit.....	15
D. Contract Administration Notification	16
9. Vendor Responsibilities.....	17
A. Indemnification	17
1) Independent contractor.....	17
2) Acts or Omissions.....	17
3) Infringements	17
4) PROPERTY DAMAGE.....	18
B. Taxes/Worker’s Compensation/UNEMPLOYMENT INSURANCE	18
C. Vendor Certifications.....	19
D. Ability to Conduct Business in Texas.....	20
E. Equal Opportunity Compliance	21
F. Use of Subcontractors	21

Appendix A
Standard Terms and Conditions For Services Contracts

G.	Responsibility for Actions	21
H.	Confidentiality	21
I.	Security of Premises, Equipment, Data and Personnel.....	22
J.	Background and/or Criminal History Investigation.....	22
K.	Limitation of Liability.....	22
L.	Overcharges	22
M.	Prohibited Conduct	22
N.	Required Insurance Coverage	23
O.	Use of State Property	24
P.	Immigration.....	24
Q.	Public Disclosure	24
R.	Product and/or Services Substitutions	24
S.	Secure Erasure of Hard Disk Managed Services Products and/or Services	24
T.	Deceptive Trade Practices; Unfair Business Practices	25
U.	Drug Free Workplace Policy	25
V.	Accessibility of Public Information	25
W.	Vendor Reporting Responsibilities	25
10.	Contract Enforcement	26
A.	Enforcement of Contract and Dispute Resolution	26
B.	Termination.....	26
1)	Termination for Non-Appropriation	26
a)	Termination for Non-Appropriation by Customer.....	26
b)	Termination for Non-Appropriation by DIR	26
2)	Absolute Right	27
3)	Termination for Convenience	27
4)	Termination for Cause	27
a)	Contract.....	27
b)	Purchase Order.....	27
5)	Customer Rights Under Termination.....	28
6)	Vendor or Order Fulfiller Rights Under Termination.....	28
C.	Force Majeure	28
11.	Notification	28
A.	Notices	28
B.	Handling of Written Complaints.....	28
12.	Captions	29

Appendix A
Standard Terms and Conditions For Services Contracts

1. No Quantity Guarantees

The Contract is not exclusive to the Vendor. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of services will be procured through the Contract.

2. Definitions

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
- 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. Contract – the document executed between DIR and Vendor into which this Appendix A is incorporated.

D. CPA – refers to the Texas Comptroller of Public Accounts.

E. Day - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for

Appendix A
Standard Terms and Conditions For Services Contracts

performance on a day that is not a business day, then performance is intended to occur on the next business day.

- F. Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- G. State** – refers to the State of Texas.

3. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Vendor may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendor.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full

Appendix A
Standard Terms and Conditions For Services Contracts

force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor shall survive expiration or termination of the Contract. Rights and obligations under this Contract which by their nature should survive, including, but not limited to any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

4. Intellectual Property Matters

A. Definitions

1)“ Work Product” means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals,

Appendix A

Standard Terms and Conditions For Services Contracts

instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating

Appendix A
Standard Terms and Conditions For Services Contracts

to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by

Appendix A
Standard Terms and Conditions For Services Contracts

Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under subparagraph H. Hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is

Appendix A
Standard Terms and Conditions For Services Contracts

intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

Appendix A
Standard Terms and Conditions For Services Contracts

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

5. Terms and Conditions Applicable to State Agency Purchases Only

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services

Appendix A

Standard Terms and Conditions For Services Contracts

do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

6. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for services available under the Contract shall be processed through the Contract.

B. Internet Access to Contract and Pricing Information

1) Vendor Website

Within thirty (30) calendar days from the effective date of the Contract, Vendor will establish and maintain a website specific to the service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include: the services offered, service specifications, specific contract pricing expressed in dollars as well as discount off MSRP or List Price, contact information for Vendor, instructions for obtaining quotes and placing Purchase Orders. The Vendor's website shall list the DIR Contract number, reference the DIR Information and Communications Technology Cooperative Contracts program, display the DIR logo in accordance with the requirements in paragraph D of this Section, and contain a link to the DIR website for the Contract.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Website Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

4) Website Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion,

Appendix A

Standard Terms and Conditions For Services Contracts

without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

C. Services Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning services warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like services.

D. DIR Logo

Vendor may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Vendor logo, (iii) the DIR logo is only used to communicate the availability of services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

E. Vendor Logo

DIR may use the Vendor's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor.

F. Trade Show Participation

At DIR's discretion, Vendor may be required to participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's expense, includes providing a manned booth display or

Appendix A Standard Terms and Conditions For Services Contracts

similar presence. DIR will provide four months advance notice of any required participation. Vendor must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's booth.

G. Performance Review Meetings

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

H. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of service sold under the Contract. The report shall contain: service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the services.

7. Pricing, Purchase Orders, Invoices, and Payments

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in Section 5.A., DIR Administrative Fee, of the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same

Appendix A

Standard Terms and Conditions For Services Contracts

terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended days to reflect the lower price.

D. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

F. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5.A., DIR Administrative Fee, of the contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

- 1) Price increase or decrease change requests must be requested with a signed cover letter indicating the change in price. Price increase requests must be accompanied by a copy of the manufacturer or publisher's price list.
- 2) Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.
- 3) Requests for price increases will be accepted or rejected by DIR within thirty (30) calendar days after receipt of a properly submitted request. Increases that are not

Appendix A
Standard Terms and Conditions For Services Contracts

accepted within thirty (30) calendar days will be deemed rejected. If a properly submitted increase is rejected, Vendor may request that the product or service rejected be removed from the Contract. The product or service will be removed from the Contract upon execution of a written Contract amendment, which shall be transmitted to Vendor by DIR within thirty (30) calendar days after receipt of the written request to remove the product or service and executed by both parties without undue delay. Existing pricing must be honored up to the date of execution of the Contract amendment. Prices may not be increased for at least ninety (90) calendar days after the contract start date. Price reductions will be accepted at any time.

H. Purchase Orders

All Customer Purchase Orders will be placed directly with the Vendor. Accurate Purchase Orders shall be effective and binding upon Vendor when accepted by Vendor.

I. Invoices

Invoices shall be submitted by the Vendor directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to the Vendor.

Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the services by the Customer.

The administrative fee specified in Section 5.A., DIR Administrative Fee, of the contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Vendor. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments.

8. Contract Administration

A. Contract Managers

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Managers will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to:

- i) advising DIR and Vendor of Vendor's performance under the terms and conditions

Appendix A
Standard Terms and Conditions For Services Contracts

of the Contract, and ii) periodic verification of pricing and, iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall provide a dedicated Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between Vendor and a Customer, and iii) advising DIR of Vendor's performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all services purchased under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract books at DIR's expense.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports shall be submitted to the DIR ICT Cooperative Contracts E-Mail Box at ict.sales@dir.texas.gov. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the administrative fee due for the reporting period, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum

Appendix A
Standard Terms and Conditions For Services Contracts

administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. Payment of the administrative fee shall be due on the fifteenth (15th) calendar day after the close of the previous month period. DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

b) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at DIR's expense.

c) Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of a late fee penalty of \$100/day for each day the report or payment is due (up to \$1000/month) or suspension or termination of Vendor's Contract.

C. Records and Audit

1) Acceptance of funds under the Contract by Vendor acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor shall maintain adequate records to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: Customer name, invoice

Appendix A
Standard Terms and Conditions For Services Contracts

date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Vendor through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Upon execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR ICT Cooperative Contracts E-Mail Box information.

Appendix A
Standard Terms and Conditions For Services Contracts

9. Vendor Responsibilities

A. Indemnification

1) Independent contractor

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

2) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification

Appendix A
Standard Terms and Conditions For Services Contracts

made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX

Appendix A
Standard Terms and Conditions For Services Contracts

LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

- (i) have not given, offered to give, and do not intend 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 the Contract;
- (ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
- (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;
- (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
- (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;
- (vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;
- (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the

Appendix A
Standard Terms and Conditions For Services Contracts

Treasury, Office of Foreign Assets Control;

- (ix) that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
- (x) that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- (xi) have identified all current or former, within the last five years, employees of the State assigned to work on the DIR Contract 20% or more of their time and has disclosed them to DIR and has disclosed or does not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the Contract, certify they shall disclose the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;
- (xii) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
- (xiii) under Section 2155.006, Government Code, are not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
- (xiv) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and
- (xv) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Vendor and its Order Fulfillers shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas.

Appendix A
Standard Terms and Conditions For Services Contracts

E. Equal Opportunity Compliance

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

G. Responsibility for Actions

- 1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
- 2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under the Certification Statement of Appendix A to the RFO and/or Section 9.C. (xi) and (xii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

H. Confidentiality

- 1) Vendor acknowledges that DIR and Customers that are state agencies are government agencies subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.
- 2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

Appendix A
Standard Terms and Conditions For Services Contracts

I. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as “Data”) belonging to the Customer. Vendor shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer’s security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor’s employees and subcontractors who will be providing services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. Should any employee or subcontractor of the Vendor who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor’s liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor’s liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation,

Appendix A

Standard Terms and Conditions For Services Contracts

partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A rated by A.M. Best, licensed in the State of Texas, and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a combined single limit of \$1,000,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate limit of \$2,000,000 [*Medical Expense each person: \$5,000; Personal Injury and Advertising Liability: \$1,000,000; Products /Completed Operations Aggregate Limit: \$2,000,000; Damage to Premises Rented to You: \$50,000*]. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured;
- d) 30-day Notice of Termination in favor of DIR and/or Customer; and
- e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000

Appendix A
Standard Terms and Conditions For Services Contracts

BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY DISEASE POLICY LIMIT AND \$1,000,000 PER DISEASE PER EMPLOYEE.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation;
- b) 30-day Notice of Termination; and
- c) Additional Insured.

O. Use of State Property

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of the 1996 Act who will perform any labor or services under this Contract. Nothing herein is intended to exclude compliance by Vendor with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

No public disclosures or news releases pertaining to this contract shall be made without prior written approval of DIR.

R. Product and/or Services Substitutions

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Managed Services Products and/or Services

Vendor agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase data written to the

Appendix A

Standard Terms and Conditions For Services Contracts

hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

The Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection A, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Responsibilities

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

Appendix A
Standard Terms and Conditions For Services Contracts

10. Contract Enforcement

A. Enforcement of Contract and Dispute Resolution

- 1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.
- 2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.
- 3) State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over \$25,000.

B. Termination

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the services, they are obligated to pay for the services or they may discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for

Appendix A

Standard Terms and Conditions For Services Contracts

any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 10.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 9.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

Appendix A
Standard Terms and Conditions For Services Contracts

5) Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

6) Vendor or Order Fulfiller Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Vendor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Vendor will not be able to deliver services in a timely manner to meet the business needs of the Customer.

11. Notification

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

Appendix A
Standard Terms and Conditions For Services Contracts

12. Captions

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

Department of Information Resources
Hewlett-Packard Manufacturer Branded Hardware, Software and Related Services
Appendix C - Pricing Index
DIR-TSO-2538

Product Category	DIR Customer Discount % from HP MSRP/US List Price
HP PERSONAL COMPUTERS (PC)	
Desktops	
Entry-Level Desktops (Includes Specialty Desktops)	23.00%
Mid-Range Desktops	26.00%
High-End Desktops	34.00%
SMARTBUY SKUs (Desktops)	1.00%
Configure-to-Order (CTO) Modules (Desktops)	23.00%
Options & Accessories (Desktops)	23.00%
Workstations	
Entry-Level Workstations	33.00%
Mid-Range Workstations	35.00%
High-End Workstations	35.00%
SMARTBUY SKUs (Workstations)	1.00%
Configure-to-Order (CTO) Modules (Workstations)	34.00%
Options & Accessories (Workstations)	28.00%
Retail Solutions	
Retail Point-of-Sale (RPOS) Systems	29.00%
SMARTBUY SKUs (RPOS)	1.00%
Options & Accessories (RPOS)	29.00%
Thin Clients	
Thin Clients	20.00%
SMARTBUY SKUs (Thin Clients)	1.00%
Options & Accessories (Thin Clients)	20.00%
Monitors	
Monitors	16.00%
Workstation Monitors	16.00%
Digital Signage	29.00%
SMARTBUY SKUs (Monitors)	1.00%
Options & Accessories (Monitors)	21.00%
Options & Accessories (Third-Party)	10.00%
Mobility Products	
Mini Notebooks	19.00%
Chromebooks	8.00%
Slate and ElitePad (Including CTO Modules)	21.00%
Entry-Level Notebooks	23.00%
Entry-Level Notebooks - International Direct Ship (IDS) CTO	12.00%
Mid-Range Notebooks	32.00%
Mid-Range Notebooks - International Direct Ship (IDS) CTO	16.00%
High-End Notebooks	34.00%
High-End Notebooks - International Direct Ship (IDS) CTO	18.00%
Mobile Workstations	34.00%
Mobile Workstations - International Direct Ship (IDS) CTO	18.00%
Specialty Notebooks (Including Tablet PCs)	24.00%
SMARTBUY SKUs (Notebooks)	1.00%
Configure-to-Order (CTO) Modules (Notebooks)	22.00%
Options & Accessories (Notebooks)	23.00%
Care Pack Services	
Care Pack Services (PC)	24.00%
Customization Services	
Personal Systems HW Customization	20.00%
Personal Systems Image Management	20.00%
HP PRINTING AND IMAGING	
Printers	
Personal Color Laser Printer Family (LY/SB)	29.00%
High Volume Color Laser Printer Family (AK)	29.00%
Laser Multifunction Printer (C5)	28.00%

Department of Information Resources
Hewlett-Packard Manufacturer Branded Hardware, Software and Related Services
Appendix C - Pricing Index
DIR-TSO-2538

Product Category	DIR Customer Discount % from HP MSRP/US List Price
Color Laser Multifunction Printer Family (ST)	28.00%
Color All-in-One Laser Printer Family (K5)	29.00%
Inkjet All-in-one Family – Productivity (DU/4H)	27.00%
Inkjet All-in-one Family – Photo (5M)	27.00%
Inkjet All-in-one Family – Entry Photo (2N)	27.00%
Office Color Inkjet Printer Family (7T)	27.00%
Wide Format Printer Family (30)	25.00%
Color Inkjet Printers - Enterprise (3Y)	29.00%
Office Black & White Laser Printer Family (PQ/8A)	29.00%
Laserjet Pro Mono MFP (4L)	29.00%
Personal Black & White Laser Printer Family (2B)	27.00%
Office Laser Multifunction Printer Family (MA/T2/2Q/4M)	29.00%
Printer Specials (Select Models) - Please see listing below (Volume Discounts)	36.00%
Scanners	
Scanners (4X)	29.00%
Scanner Specials (Select Models) - Please see listing below (Volume Discounts)	31.00%
Specialty Printers	
INDIGO Digital Press Printers (JP/ML)	0.00%
SCITEX Printers (DA)	0.00%
TROY Printers	4.00%
HP Supplies	
Laser Jet Supplies Family (5T)	38.00%
InkJet Supplies Family (1N)	25.00%
InkJet Media Supplies Family (AU)	27.00%
HP Printer Options & Accessories	
LaserJet Paper Handling Accessories (MC)	28.00%
LaserJet Networking & Accessories (6A)	29.00%
Misc Printer Accessories (2A)	27.00%
Imaging and Printing Software Solutions	
Exstream & Output Software and Support (EX)	35.00%
Cloud Print License (3U)	15.00%
Technology Solutions & Partners (2D)	4.00%
Care Pack Services	
Care Pack Services (R4/K4/R6)	24.00%
Maintenance & Support Services	
Solution Service, Maintenance Support (2P)	7.00%
Exstream/Output Software Maintenance & Support (PR)	0.00%
Managed Print Services (MPS)	17.00%
INDUSTRY STANDARD SERVERS	
Industry Standard Servers (ISS)	
Entry Level Servers (PL LA DL/ML100 Server)	24.00%
Entry Level Servers (PL LA Microservers)	0.00%
Entry Level Servers and Options (PL LA)	24.00%
Core Servers and Options (PL SY and SI)	31.00%
Blade Servers and Options, other than	31.00%
Blade Virtual Connect (PL UZ)	29.00%
Blade Scaleable Datacenter Infrastructure (TN/PD)	31.00%
Moonshot	27.00%
Moonshot Bundles	0.00%
Volume Software - ProLiant Essentials (PL 4U)	31.00%
Third Party Operating System (OS) Software - Other Vmware, Linux Red Hat OS, Linux SuSE OS, Novell OS (PL J3)	12.00%
Third Party Operating System (OS) Software - Microsoft - Non-Discountable (PL J3)	0.00%
Manufacturing Services, Factory Express	24.00%
Converged Systems	30.00%
SMARTBUY SKUs (ISS)	1.00%

Department of Information Resources
Hewlett-Packard Manufacturer Branded Hardware, Software and Related Services
Appendix C - Pricing Index
DIR-TSO-2538

Product Category	DIR Customer Discount % from HP MSRP/US List Price
BUSINESS CRITICAL SERVERS	
Entry Level Servers -- Integrity Products & Cross Entry Level Integrity Accessories	
Integrity Entry Level Servers and Related Accessories (excl. rx2800)	30.00%
rx2800 & Related Accessories	34.00%
Entry Level Servers -- PA Products & Cross Entry Level PA Accessories	
rp34x0 & PA Entry Level Accessories	45.00%
rp44x0 & Related Accessories	45.00%
Integrity Cell Based Servers -- Products & Cross Integrity Accessories	
rx76x0 & Integrity Mid Range Accessories	44.00%
rx86x0 & Related Accessories	44.00%
Mid Range IA iCAP & Related Accessories	48.00%
Cell-Bladed Servers & Accessories SD2	49.00%
HP 9000/Integrity Server Accessories	34.00%
rx26xx, rx66xx, HP 9000/Integrity Server Accessories, Telco Accessories	34.00%
Integrity Server Options - Enterprise, Integrity Server Options - Midrange	34.00%
Integrity Serv Opt - Enterprise - Memory, Open VMS Layered Software, rx86xx,	34.00%
Open VMS Operating Systems, Integrity Software - Windows, 9000/Integrity SW - Linux - 3rd Party, HP-UX Software -	34.00%
PA Products & Cross Mid Range PA Accessories	
rp74xx & HP9000 Mid Range Accessories	44.00%
rp84xx & Related Accessories	44.00%
Mid Range PA iCAP & Related Accessories	44.00%
Legacy rp74xx / 84xx & Related Accessories (Upgrades Only)	44.00%
Cell Based High End Servers & Cross High End PA & IA Accessories	
PA Superdome SD1	69.00%
IA Superdome & Shared PA / IA Superdome Accessories	69.00%
Superdome iCAP & Related Accessories	64.00%
HP Cross Integrity / PA Accessory Products	
Miscellaneous Options & Accessory Products High	49.00%
Miscellaneous Options & Accessory Products Mid	39.00%
PA & IA Blade Servers & Accessories	
BL860c, BL860 i2, BL460c & Related Accessories	34.00%
BL870c, BL870 i2 & Related Products	34.00%
BL 890 i2 Products	34.00%
BL8x0 i2 Family Common Accessories	34.00%
Server Operating Environments & Layered Software	
HP 9000 HP-UX PA Operating Environment	47.00%
Integrity HP-UX / OVMS Operating Environment	43.00%
HP-UX Layered Software	47.00%
Linux & Windows Operating Environment	36.00%
OVMS Layered Software	43.00%
Per Socket Server Based Operating Licenses	
HP Per Socket 2 and 4 Socket Tier Licenses	39.00%
HP Per Socket 8 Socket Sized Server Licenses	47.00%
HP Per Socket 16 & 32 Socket Sized Server Licenses	49.00%
Other Servers	
DL785/DL980 Servers (PL TR)	31.00%
HP NonStop Hardware, Operating System, and other Software License	15.00%
Other Solutions	
Opencall Products	30.00%
Product Line HA - App System SAP HANA	26.00%
SOFTWARE	
Enterprise Software	
HP Software - IT Performance Suite (ITPS)	30.00%
HP Storage Software - Commercial (Information Management Software)	30.00%
HP Storage Software - Enterprise (Information Management Software)	30.00%
HP Enterprise Software Support (1st Year)	20.00%

Department of Information Resources
Hewlett-Packard Manufacturer Branded Hardware, Software and Related Services
Appendix C - Pricing Index
DIR-TSO-2538

Product Category	DIR Customer Discount % from HP MSRP/US List Price
Enterprise Software (Vertica and HP IM)	
HP IM Software (TRIM) Products and Support	30.00%
HP Vertica Analytics Software and Support	30.00%
Software Services	
HP Software Professional Services	10.00%
HP Software Training Services	10.00%
HP Software Training Services (TRIM and Data Protector) - Education Training Units	10.00%
Software as a Service (SaaS)	10.00%
STORAGE	
XP Storage Solutions	
XP Software - 12000, 10000, 1024/128, 512/48	44.00%
XP Arrays - 12000, 10000, 1024/128	44.00%
XP Array Upgrades - 12000, 10000, 1024/128, 512/48/256	44.00%
XP 20000/24000 & P9xxx Storage Solutions	
XP 20000/24000 & P9xxx Software	39.00%
XP 20000/24000 & P9xxx Hardware	39.00%
XP 20000/24000 & P9xxx Upgrades	39.00%
Enterprise Virtual Array - Enterprise	
EVA 4100/6x00	39.00%
EVA Cabinets & Accessories, EVA HDD's	39.00%
Enterprise Virtual Array – x400 Solutions	
EVA 4400, 6400, 8400 & P6xxx Hardware / Software Products	39.00%
3PAR Storageworks Products	
HP 3PAR Storageworks Products	39.00%
Storage Hardware - Enterprise	
Clustered Gateway, WAN Accelerator, X9000 Family (IBRIX)	39.00%
Enterprise Switches and Host Bus Adapters	39.00%
EML, ESL and VLS Tape Libraries, D2D	39.00%
ESL G3 Libraries	39.00%
Virtual Array and DS Hardware & Software Products	
Virtual Array and DS Hardware	24.00%
Power Accessories	24.00%
Storage Hardware - Commercial	
HP LeftHand P4000 SAN Solutions	26.00%
Entry NAS & All in One Storage	24.00%
D2000/P2000 MSA HW & SW, MSA HDD's, Scalable File Share	24.00%
Blade System Storage Switches, Commercial Switches and Switch SW, Commercial Host Bus Adapters	24.00%
Tape Drives and Accessories (DDS, DAT, SDLT, Ultrium)	24.00%
MSL & VSL Tape Libraries, Autoloaders	24.00%
Storage Media	
Storage Media Products	34.00%
Promotions/Smart Buys	
SMARTBUY SKUs (Storage)	1.00%
Shared Server and Storage Accessories	
Selected HP Rack & Power - Related Products	24.00%
HP Server Rack & Rack Accessories	31.00%
Shared Server and Storage Solutions	
Selected MSA Products	24.00%
Selected MSA Related Options	24.00%
SECURITY PRODUCTS	
Fortify	
Fortify Term & Perpetual SW licenses (18)	34.00%
Fortify Support / Education (28)	20.00%

Department of Information Resources
Hewlett-Packard Manufacturer Branded Hardware, Software and Related Services
Appendix C - Pricing Index
DIR-TSO-2538

Product Category	DIR Customer Discount % from HP MSRP/US List Price
ArcSight	
ArcSight Term & Perpetual SW licenses (49)	34.00%
ArcSight Appliance (pre-loaded/pre-configured software on industry-standard servers (59)	34.00%
ArcSight Support / Education (69)	20.00%
Tipping Point	
Tipping Point Hardware and Software (I8)	34.00%
Tipping Point Support / Education (I9)	20.00%
NETWORKING	
Networking	
HP ProCurve/Networking Products (6H, I5, I6, I7, 1U, 34, 35,3P)	38.00%
HP Care Pack Services for HP Networking Products (7G)	24.00%
Telephony Products	0.00%
SERVICES	
Enterprise Care Pack Services	
Care Pack Services (Fixed)	24.00%
Care Pack Services (Flexible)	24.00%
Care Pack Services - Education/Training Services	20.00%
HP Care Pack - ENHANCED Services	24.00%
Care Pack Services - Custom Care Pack Services	0.00%
<i>Note: For Business Critical Servers, product attached Care Pack Services are services that are purchased at the time the product is purchased. Product Attached Support Care Packs are different than Care Packs ENHANCED Services.</i>	
Information Security Professional Services	
<i>Information security professional service resources from HP referred to as "Technical Advisors" will be experienced in all relevant government security standards and methodologies including, but not limited to, federal, state, local, and other sensitive functions such as law enforcement and homeland security. The services may be provided on site (labor only) or from a remote location or security operations center which has achieved ISO 27001:2005 registration. The resources will possess appropriate professional certification(s) including, but not limited to, the following: CISSP, CISA, CEH, IAM, CCNA, CCDA, CCSA, GIAC. CAP, SSC, CSSLP. Assistant Technical Advisors will have 2 years minimum experience, Advisors 5 years, and Senior and Principals 10 years. All HP's resources in this bid, with the exception of Assistant Technical Advisor, will have the ability to lead engagements.</i>	
Access, Authentication and Authorization Control Services	27.63%
Contingency Planning; Operational and Disaster Recovery	37.11%
Data Handling, Integrity and Non-repudiation Services	27.63%
E-Discovery and Forensic Services	27.63%
Identity Management Services	30.87%
Incident Response and Management Services	33.40%
Network and System Monitoring and Auditing Services	33.40%
Network and System Capability and Stress Testing Services	27.63%
Network Discovery, Mapping, and Inventory services	33.40%
Physical Security	33.40%
Risk Assessment Services	37.11%
Secure Asset Configuration and Management Services	33.40%
Secure Software Development Services	33.40%
Security Governance and Advisory Services	37.11%
Security Infrastructure Design, Management and Support Services	30.87%
Security Intelligence and Alerting Services	27.63%
Security Policy Development	37.11%
Security Product Implementation and Management Services	30.87%
Security Training Services	37.11%
Software Integrity and Non-repudiation Services	33.40%
Vulnerability Assessment Services	37.11%
Virtual System/Infrastructure Design, Implementation, Management and Support Services	30.87%
Managed and Security as a Service	
<i>HP provides the following to describe Security as a Service (e.g. Code Reviews) and Managed Security Services (e.g. Firewall Management Services) quotes as fixed cost prices, as either as a one-time cost or monthly recurring all inclusive charges as appropriate. These emerging models of security delivery leverages cost across diverse base of customers on a predictable cost basis.</i>	
Firewall Rule Changes Base (96 Simple + 10 Complex) (per Firewall per year)	15.50%
Firewall Rule Change Additional Rule Change (Emergency Change)	15.50%
Firewall Rule Change Additional Rule Change (Standard Change in Maintenance Window)	15.50%

Department of Information Resources
Hewlett-Packard Manufacturer Branded Hardware, Software and Related Services
Appendix C - Pricing Index
DIR-TSO-2538

Product Category	DIR Customer Discount % from HP MSRP/US List Price
Firewall Base Configuration (per Firewall one-time charge)	15.50%
Firewall Base Configuration (per HA Pair one-time charge)	15.50%
Firewall Management Patch and Health (Per Firewall per year)	15.50%
IP Network Discovery, Vulnerability Assessment, Manual Testing for 5% of hosts w/ Custom Report (256 hosts)	15.50%
Code Analysis w/ Custom Report (.NET) (Per 25000 Lines of Code)	15.50%
Code Analysis w/ Custom Report (C/C++) (Per 25000 Lines of Code)	15.50%
Code Analysis w/ Custom Report (COBOL) (Per 25000 Lines of Code)	15.50%
Code Analysis w/ Custom Report (Executive C) (Per 25000 Lines of Code)	15.50%
Code Analysis w/ Custom Report (Java) (Per 25000 Lines of Code)	15.50%
Code Analysis w/ Custom Report (PL1) (Per 25000 Lines of Code)	15.50%
Code Analysis w/ Custom Report (SAP/ABAP) (Per 25000 Lines of Code)	15.50%
Code Analysis w/ Custom Report (Other) (Per 25000 Lines of Code)	15.50%
Reverse Engineering w/ Custom Report (Malware) (WinTel) - Custom Packer - Non-Encrypted	15.50%
Reverse Engineering w/ Custom Report (Malware) (WinTel) - TitanMIST	15.50%
Reverse Engineering w/ Custom Report (Malware) (WinTel) - UPX	15.50%
Reverse Engineering w/ Custom Report (Malware) (WinTel) - PEID	15.50%
Reverse Engineering w/ Custom Report (Malware) (WinTel) - Custom Packer - Encrypted	15.50%
Security Independent Validation and Verification w/ Custom Report (per Product)	15.50%
Remote Database Vulnerability Assessment (Per Database Instance Virtual or Physical)	15.50%
Database Vulnerability Assessment (Custom Report)	15.50%
HP Technical Services - Break-Fix/Maintenance Services Agreements (Customer Owned Equipment)	
Intel-based (or equivalent) Hardware Maintenance	56.00%
VAX Server Maintenance	56.00%
Printer Maintenance	56.00%
Business Critical Server Maintenance	26.00%
Storage Maintenance	26.00%
Software Maintenance (Includes Renewals for HPSW)	13.00%
Multi-Vendor Hardware Maintenance	13.00%
Networking Hardware Maintenance	18.00%
HP NonStop Hardware Maintenance	20.00%
HP NonStop Software Support	20.00%
Onsite Labor Rates (Hourly, Minimum One Hour, Standard Business Hours, M-F, 8a - 5p, Standard Response, 3 - 5 Business Days within 200 miles ¹	
Enterprise Servers, Associated Storage, Networking, Large Printers, and Non-HP Equipment	\$250.00
Commercial Servers (ProLiant, NetServer), and Associated Storage	\$180.00
Personal Computers and Most Printers (Excludes Large Printers)	\$140.00
Account Support Services (ASC)	\$280.00
¹ HP can provide quotes for HP Technical Services for After Hours Support, Expedited Response Times, etc.	
Financial Services and Asset Recovery	
HP Financial Services (HPFS) ¹	Customer Quotes Provided
HP Product Return and Recycling (Several Programs Available) ²	Customer Quotes Provided
² Please reference Master Lease Agreement.	
³ Several programs available, please see: http://www8.hp.com/us/en/hp-information/environment/product-recycling.html?jumpid=reg_r1002_usen_c-001_title_r0001#.UsmyZPRDtZ0	
SPARE PARTS	
HP Spare Parts	
HP Spare Parts ¹	0.00%
⁴ Product availability and pricing for HP Spare Parts can be found at: http://h20141.www2.hp.com/Hpparts/Default.aspx?mcsid=F7C164E635124C2698DF90F9CD710892 . Parts can be ordered using Credit Card/Pcard or using a Purchase Order. Customers would prefer submitting orders using a Purchase Order must complete a short application to establish an account with the Parts Store. Purchase Orders should reference established Account Number and be submitted to partsaccount@hp.com. TX DIR Customers that register under the HP Self Maintainer Program can purchase out of warranty parts at a discount from the HP Parts Store. HP Spare Parts can also be ordered directly from HP Reseller/Order Fulfillers. HP will not influence or dictate pricing charged by HP Reseller/Order Fulfillers for HP Spare Parts.	

Department of Information Resources
Hewlett-Packard Manufacturer Branded Hardware, Software and Related Services
Appendix C - Pricing Index
DIR-TSO-2538

Product Category		DIR Customer Discount % from HP MSRP/US List Price
THIRD-PARTY PRODUCTS		
Third-Party Products		
Third-Party Products (See Brand Listing Below)		15.00%
Miscellaneous		
3Com	3D Labs	3M
3DConnexion		
"A"		
AAXA	Allied Telesis	Aruba Networks
ABIT Computer (NVIDIA)	Altec Lansing	ASAP System
Acer	Aluratek	Ascend Communications
ACP	Alvarion	Asus
Adaptec (PMC)	AmbiCom	ATI (AMD)
Addesso	Ambir Technology	Atomic Learning
Addlogix (formerly CompuCable)	APC (Schneider Electric)	Attachmate
ADS Technologies	Anthro Corporation	Audiovox
Adtran	Anycom	Avaya
Advanced Merchant	Aopen America	AVerMedia
Ai Squared	Apacer	Avnet
Alacritech	APEX	Avocent
Alera Technologies	APG Cash Drawer	AXXON
ALK Technologies	Apricorn	
"B"		
BAFO	Best Data Products	Bretford
Barco	BFG Technologies	Brocade
Barracuda Networks	BLACK Box Network	Brooktrout
Battery Technology	Blue Coat Systems	Brother
Behringer	Borland	Buffalo Technology
Belkin	Brenthaven	Buslink
"C"		
C2G (formerly Cables To Go)	Cingular Wireless	Count Me In
Cables Unlimited	Classmate	Coyote Point Systems
Canon	CMS Products	Cradlepoint Technologies
Card Scanning Solutions (CSSN)	Coby	Creative Labs
Case Logic	CODi	Crucial (Micron)
CaseAce Products	Colorgraphic	CRU-DataPort
Cavalry	Connectix	Cyber Acoustics
Cherry Corporation (Keyboards)	Connector Resources	Cybernetics
Chicony	Contour Design	Cybex
Chief Manufacturing	Corsair	Cyclone Products
"D"		
Da-Lite	Dialogic	Diskeeper Corporation
Datalink	Diamond Multimedia	D-Link
Datalogic	Digi International	Double Take
Datamation Systems	Digital	Drobo
Dazzle Multimedia	DIGITAL PERSONA	DyKnow
Denali Advanced Integration	Digium	DYMO
Designer Appliances		
"E"		
Eaton	Elo TouchSystems	Equinox
ECOPY	EMC	Ergonomic
EDGE Tech	Emulex	Ergotron
Egan Visual	Enfora	Ericom
Ego Systems	Enterasys Networks	EVGA
Eizo	EP Memory	Exabyte
ElmoUSA	Epson	Extended Systems

Department of Information Resources
Hewlett-Packard Manufacturer Branded Hardware, Software and Related Services
Appendix C - Pricing Index
DIR-TSO-2538

Product Category		DIR Customer Discount % from HP MSRP/US List Price
"F"		
F5 Networks	Flo Healthcare	Fujifilm
Fairhaven	Focus Enhancements	Fujitsu
Fellowes	FrogPad	FUSION-IO INC
FingerWorks		
"G"		
Gamber Johnson	Global Wireless	Goldtouch
Garmin	Goldmine	Google
GETAC		
"H"		
Hammer Storage	Hauppauge	Honeywell
Handango	Havis	Howard Medical
Handheld USA	Heritage Cases	Humanscale
Handmark	HID	Hyundai
Harman Multimedia	Hitachi	
"I"		
I.R.I.S	Imperva	Intel
I/O Magic	Industrial Electronic	Interlink Electronics
Ideazon	InfoCase	Intuit
Identix	INFOCUS	IOGEAR
iGo	Initial Technology	Iomega
Imation	Innovation First	I-Rocks
"J"		
JAR Systems	Juniper Networks	
"K"		
Kanguru Solutions	Keybowl	Kingston
Kensington	Kilpsch	Koss
Key Tronic	Kinesis Corporation	Kworld
"L"		
LaCie	LG	Linksys
Landware	Liant Software	Lite-On IT
Lantronix	Liebert	Logitech
Laplink	LifeView	LSI Logic
Lapworks	Lind Electronics	LTB & Hamilton Electronics
Level 9	Lindo Systems	Lumens
Lexar	Linkspoint	
"M"		
M&A Technology	MASS Multiples	Microsoft Hardware
Mach Speed	Matias	Mintek Digital
Macromedia	Matrox	Mitsubishi
Macsense	Maxell	Monitors in Motion
Madge	Maxtor (Seagate)	Monster Cable Products
Magellan Navigation	Media Mounts	Motion Computing
Magma	Mellanox Technologies Inc	Motion Computing
Magnavox	Memorex	Motorola
MagTek	Meridian	M-S Cash Drawer
Man & Machine	Mettler-Toledo	MSI Computer
Margi Systems	MicriPac Technologies	MutliTech
Marshall Electronics	Micron	
"N"		
Navman	Newton Peripherals	Norcent
NDS Surgical	NextIO	Nuance
Neat Company	Nikon	nVIDIA
NEC	Noble Security	NWN Corporation Services
NETGEAR	Norazza	

Department of Information Resources
Hewlett-Packard Manufacturer Branded Hardware, Software and Related Services
Appendix C - Pricing Index
DIR-TSO-2538

Product Category		DIR Customer Discount % from HP MSRP/US List Price
"O"		
OnClick	Orion	OtterBox
"P"		
Panasas	Pioneer POS	PQI
Panasonic	Planar	Praim
Pantone	Planon System	Precision Mounting Technologies (PMT)
PC Distributing	Plantronics	Preh Electronics
PCS Mobile Services	Plasmon	Printronic
PDI Communications	PNY	Proscan
Peerless Industries	Pocket Real	Protect Computer Products
Pelican Products	Polycom	Proview
Philips	PowerFile	Proxim
Pinnacle Systems	PowerTech	Pyle Audio
"Q"		
QLogic	Quadrox	Quantum
Q-See		
"R"		
Radian	Riverdeep	RTI Services
Rhinoskin	Rocstor	Rutishauser
Riverbed Technologies		
"S"		
Sakar	SIIG	SOYO Group
Samsonite	SimpleTech	StarTech
Samsung	Skinit	Stay Online
SanDisk	SmartDisk	SteelEye
Scala	SmartSound	StorCase
Scan Source	Smith Enterprises Inc (SEI)	Sweeney
ScanSoft	SMK-Link	Swiss Gear
SCM	Socket	Sylvania
Seagate	Solarflare	Symbol Technologies (Motorola)
Seal Graphics	Sony	Synatx
Seal Shield	Sourcefire Solutions	Synnex Services
Semtek (Verifone)	Southern Software	Synology
Siemens		
"T"		
TallyGenicom	Tidalwire	TrenDnet
Tapeware	Timbuk2	TRENDware
Targus	Toshiba	Tripp Lite
TDK	Total Micro	Tropos Networks
Teac	TRANE	Troy Group
TeamBoard	Transition Networks	Turning Technologies (Includes eInstruction)
Texas Memory Systems (TMS)	Travelpro	TypeHaus
"U"		
Ulead	Unitrends	US Modular
UMAX	Unotron	US Robotics (UNICOM Global)
UniTech		
"V"		
Valence	ViewCast	Virtual Instruments
Veo	ViewSonic	VisionTek
Verbatim	Village Tronic	Vizio
Verifone	VIO	
"W"		
Wacom	Wave Systems	Westinghouse
WatchGuard	Western Digital	Wren Associates

Department of Information Resources
Hewlett-Packard Manufacturer Branded Hardware, Software and Related Services
Appendix C - Pricing Index
DIR-TSO-2538

Product Category		DIR Customer Discount % from HP MSRP/US List Price
"X"		
Xandros	XFX	Xtend
Xantrex	XGI	Xyratex
"Y"		
Yamaha		
"Z"		
Zebra Technologies	Zoom	
Third-Party Software		
Third-Party Software (See Brand Listing Below)		10.00%
Publisher Listing		
Absolute Software	McAfee	Verdiem
Citrix	Novell	Vmware
Corel	Red Hat Software	Wave Systems
Frontrange	Symantec (Includes Altiris)	
LanDesk		
Part Number	Description	DIR Customer Discount % from HP MSRP/US List Price
PRINTER SPECIALS (SELECT MODELS)		
Printer Specials (Select Models) - Please see listing below		
CR652B#BCB	HP Designjet T1300ps 44-in ePrinter	36.00%
CR652A	HP Designjet T1300 44-in PostScript ePrinter	36.00%
CR651B	HP Designjet T1300 44-in ePrinter	36.00%
CQ653B#BCB	HP Designjet T1200HD MFP Printer	36.00%
CQ653C#BCB	HP Designjet T1200HD MFP Printer	36.00%
CR357B#BCB	HP Designjet T1500 PS 36in ePrinter	36.00%
E1L21B#BCB	HP DesignJet Z5400 44" PostScript ePrinter Encrypted Hard Disk	36.00%
CN728A	HP Designjet T2300 Postscript eMFP Prntr	36.00%
CN728B#BCB	HP Designjet T2300 Postscript eMFP Prntr	36.00%
CQ893A#BCB	HP Designjet T520 36-in ePrinter	36.00%
CQ890A	HP Designjet T520 24-in ePrinter	36.00%
CR650B	HP Designjet T790ps 44-in ePrinter	36.00%
CR648B#BCB	HP Designjet T790ps 24-in ePrinter	36.00%
CR650A	HP Designjet T790 44-in PostScript ePrinter	36.00%
CR648A	HP Designjet T790 24-in PostScript ePrinter	36.00%
CQ105A	HP Designjet T7100 Printer	36.00%
CQ105B	HP Designjet T7100 42in Printer	36.00%
CR355B#BCB	HP Designjet T920 PS 36in ePrinter	36.00%
Q6721B#BCB	HP Designjet Z3200ps 44 inch Printer	36.00%
Q6720B	HP Designjet Z3200ps 24 inch Printer	36.00%
CQ113A#BCB	HP Designjet Z5200 44-in Photo Printer	36.00%
CQ111A	HP Designjet Z6200 60in Printer	36.00%
CQ111B	HP Designjet Z6200 60in Printer	36.00%
CQ109A	HP Designjet Z6200 42in Printer	36.00%
CQ109B	HP Designjet Z6200 42in Printer	36.00%
CQ514A	HP Officejet Pro 8000 Ent Printer A811a	36.00%
CM752A201	HP Officejet Pro 8100 Printer N811a	36.00%
CM749A#201	HP Officejet Pro 8600 e-AiO Prntr N911a	36.00%
CF399A#201	HP LaserJet Pro 400 M401dne; Single Function Mono Printer	36.00%
CF278A#201	HP LaserJet Pro 400 M401dn; Single Function Mono Printer	36.00%
CC495A	HP Color LaserJet Enterprise CP4525xh	36.00%
CC493A#AAZ	HP Color LaserJet Enterprise CP4525n	36.00%
CC494A#BGJ	HP Color LaserJet Enterprise CP4525dn	36.00%
CC489A#BGJ	HP Color LaserJet Enterprise CP4025n	36.00%
CC490A#AAZ	HP Color LaserJet Enterprise CP4025dn	36.00%
CF082A#AAZ	HP Color LaserJet Enterprise 500 Printer 551dn	36.00%
CF083A#201	HP Color LaserJet Enterprise 500 Printer 551xh	36.00%

Department of Information Resources
Hewlett-Packard Manufacturer Branded Hardware, Software and Related Services
Appendix C - Pricing Index
DIR-TSO-2538

Product Category		DIR Customer Discount % from HP MSRP/US List Price
CE708A#AAZ	HP Color LaserJet Enterprise CP5525dn	36.00%
Q3934A#201	HP Color LaserJet CP6015xh Printer	36.00%
Q3933A	HP Color LaserJet CP6015x Printer	36.00%
Q3932A#201	HP Color LaserJet CP6015dn Printer	36.00%
Q3935A	HP Color LaserJet CP6015de Printer	36.00%
CB415A	HP LaserJet M3035xs MFP Printer	36.00%
CB414A	HP LaserJet M3035 MFP Printer	36.00%
CC479A	HP LaserJet M3027x MFP Printer	36.00%
CB417A	HP LaserJet M3027x MFP	36.00%
CC478A	HP LaserJet M3027 MFP Printer	36.00%
CB416A	HP LaserJet M3027 MFP Printer	36.00%
CE738A#201	HP LaserJet M4555h MFP Printer	36.00%
CE504A#201	HP LaserJet M4555fskm MFP Printer	36.00%
CE503A	HP LaserJet M4555f MFP Printer	36.00%
CF118A#BGJ	HP LaserJet Enterprise 500 Multifunction M525c	36.00%
CF117A#BGJ	HP LaserJet Enterprise 500 Multifunction M525f	36.00%
CF116A	HP LaserJet Enterprise 500 Multifunction M525dn	36.00%
Q7831A	HP LaserJet M5035xz MFP	36.00%
Q7830A	HP LaserJet M5035x MFP Printer	36.00%
Q7829A	HP LaserJet M5035 MFP Printer	36.00%
Q7840A	HP LaserJet M5025 MFP Printer	36.00%
CF068A	HP Laserjet Enterprise 700 MFP M725z	36.00%
CF069A	HP Laserjet Enterprise 700 MFP M725z	36.00%
CF066A	HP Laserjet Enterprise 700 MFP M725dn	36.00%
CF367A#201	HP Laserjet Enterprise Flow MFP M830z	36.00%
D7P68A	HP Laserjet Enterprise Flow MFP M830z	36.00%
CC395A	HP LaserJet M9050 MFP Printer	36.00%
CC394A	HP LaserJet M9040 MFP Printer	36.00%
CE957A	HP Color LaserJet Pro 400 Printer M451dn	36.00%
D7P69A	HP Mono LaserJet Enterprise M806x+ NFC/Wireless Direct Printer	36.00%
CZ244A	HP Mono LaserJet Enterprise M806dn Printer	36.00%
CZ245A	HP Mono LaserJet Enterprise M806x+ Printer	36.00%
CE528A#AAZ	HP LaserJet Enterprise P3015dn Printer	36.00%
CE526A	HP LaserJet Enterprise P3015d Printer	36.00%
CE529A#201	HP LaserJet Enterprise P3015x Printer	36.00%
Q7545A	HP LaserJet 5200tn Printer	36.00%
Q7546A	HP LaserJet 5200dtn Printer	36.00%
Q7543A	HP LaserJet 5200 Printer	36.00%
Q3722A	HP LaserJet 9050n Printer	36.00%
Q3723A	HP LaserJet 9050dn Printer	36.00%
Q3721A	HP LaserJet 9050 Printer	36.00%
Q7698A	HP LaserJet 9040n Printer	36.00%
Q7699A	HP LaserJet 9040dn Printer	36.00%
Q7697A	HP LaserJet 9040 Printer	36.00%
CE995A#AAZ	HP LaserJet Enterprise 600 Printer M603dn	36.00%
CE996A#201	HP LaserJet Enterprise 600 Printer M603xh	36.00%
CE992A#201	HP LaserJet Enterprise 600 Printer M602dn	36.00%
CE993A201	HP LaserJet Enterprise 600 Printer M602x	36.00%
CC520A	HP Color LaserJet CM3530fs Printer	36.00%
CC519A	HP Color LaserJet CM3530 Printer	36.00%
CC421A	HP Color LaserJet CM4540fskm MFP Printer	36.00%
CC420A	HP Color LaserJet CM4540f MFP Printer	36.00%
CC419A	HP Color LaserJet CM4540 MFP Printer	36.00%
CD646A#AAZ	HP Color LaserJet Pro Flow MFP M575c	36.00%
CD645A	HP Color LaserJet Pro Flow MFP M575f	36.00%
CD644A#BGJ	HP Color LaserJet Pro Flow MFP M575dn	36.00%

Department of Information Resources
Hewlett-Packard Manufacturer Branded Hardware, Software and Related Services
Appendix C - Pricing Index
DIR-TSO-2538

Product Category		DIR Customer Discount % from HP MSRP/US List Price
Q3939A#AK2	HP Color LaserJet CM6040f MFP Printer	36.00%
CE665A	HP Color LaserJet CM6030f MFP Printer	36.00%
CE664A	HP Color LaserJet CM6030 MFP Printer	36.00%
CC522A#AAZ	HP Color LaserJet Enterprise 700 Printer M775dn	36.00%
CC524A#AAZ	HP Color LaserJet Enterprise 700 Printer M775z	36.00%
Scanner Specials (Select Models) - Please see listing below		
L2737A#201	HP Scanjet Pro3000 s2 Sheet-feed Scanner	31.00%
L1910A	HP Scanjet 5590 Digital Flatbed Scanner	31.00%
L2700A#201	HP ScanjetN6310 Document Flatbed Scanner	31.00%
L2708A	HP Scanjet7000nx Doc Capture Workstation	31.00%
L2709A	HP Scanjet 7000n Doc Capture Workstation	31.00%
L2730A	HP Scanjet Enterprise 7000 s2 Sheet-feed Scanner	31.00%
L2717A#BGJ	HP Scanjet Enterprise 8500 fn1	31.00%
L2683A#201	HP ScanjetN9120 Document Flatbed Scanner	31.00%
L2712A#201	HP Scanjet 9000 Shtfd Scanner	31.00%
L2730B#201	HP Scanjet Et Flow 7000 s2 Shtfd Scanner	31.00%
L2725A#BGJ	HP Scanjet 7500 Flatbed Scanner	31.00%
L2723A	HP Scanjet 3000 Sheet-feed Scanner	31.00%
L2722A#201	HP Scanjet 1000 Mobile Shtfd Scanner	31.00%
L2719A#B1K	HP DigtISndr Flow 8500 fn1 Doc Cap Wkstn	31.00%
Part Number	Description	Net/Fixed Pricing
STANDARD CONFIGURATIONS (DESKTOPS, NOTEBOOKS, MONITORS)		
Desktop Standards		
E3U29UA	HP ProDesk 400 G1 Small Form Factor PC i54570 500G 4.0G 46 PC Intel Core i5-4570, 500GB HDD 7200 SATA, DVD+/-RW, 4GB DDR3-1600 (sng ch), W8.1P DG W7 P64, 3-3-3 Warranty	\$546.00
E7P48AW	HP ProDesk 600 G1 Small Form Factor PC (ENERGY STAR) i54570 500G 4.0G 28 PC Intel Core i5-4570, 500GB HDD 7200 SATA, DVD-ROM, 4GB DDR3-1600 (sng ch), Win 7 Pro 64bt, 3-3-3 Warranty	\$613.00
E7D02AW	HP EliteDesk 800 G1 Small Form Factor PC (ENERGY STAR) i54670 500G 4.0G 28 PC Intel Core i5-4670, 500GB HDD 7200 SATA, DVD+/-RW, 4GB DDR3-1600 (sng ch), Win 7 Pro 64bt, 3-3-3 Warranty	\$691.00
Notebook Standards		
G4U44UA	HP ProBook 640 G1 Notebook PC i5-4300M 14.0 inch 4GB/500 PC Core i5-4300M, 14.0 FHD AG LED UWVA, UMA, 4GB DDR3 RAM, 500GB HDD, DVD+/-RW, 802.11a/b/g/n, BT, 6C Battery, FPR, Win 7 PRO 64 w/Win 8 Pro LIC, 3-3-0 Warranty	\$1,038.00
G4U43UA	HP ProBook 650 G1 Notebook PC i5-4300M 15.6 inch 4GB/500 PC Core i5-4300M, 15.6 HD AG LED SVA, UMA, 4GB DDR3 RAM, 500GB HDD, DVD+/-RW, 802.11a/b/g/n, BT, 6C Battery, FPR, Win 7 PRO 64 w/Win 8 Pro LIC, 3-3-0 Warranty	\$969.00
J2L64UA	HP EliteBook 840 G1 Notebook i5-4300U 14 inch, 4GB/256SSD, 802.11abgn, BT, 3C Long Life Battery, Win 7 Pro 64/w Win 8 license PC	\$1,133.00
Monitor Standards		
D2W67AA	HP ProDisplay P19A 19-In LED Monitor	\$131.00
C9V76AA	HP EliteDisplay E221 21.5-In Monitor	\$158.00