



# 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.

**Other Service HUB Goal – 24.6%**

**Commodities HUB Goal – 21%**

**Special Trades HUB Goal – 32.7%**

- Responses for Special Trades construction shall submit a HUB Subcontracting Plan (HSP) that meets the Good Faith Effort prescribed in Method B (Attachment B). See instructions for Option Four on the HSP Quick Check List. **No other Good Faith Effort method will be accepted.**
- Responses for Miscellaneous Services Agreements for indefinite duration/indefinite quantity – Two (2) part process:
  1. Submit a Letter of HUB Commitment (page 8) and a Good Faith Effort described in Option One of Quick Check List (page 9).
  2. Submit a revised HSP prior to execution of each contract process as described in Option Four of Quick Check List.
- Respondents shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive. Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered Non-responsive.
- Respondents who intend to Self-Perform all of their work shall submit an HSP for Self Performance HUB Subcontracting Plan (HSP).
- Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment.
- Please note that phone logs are no longer acceptable documentation of Good Faith Effort. Only fax, email and certified letter are acceptable.

### SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Hewlett Packard Company State of Texas VID #: 1941081436211  
 Point of Contact: Joe Perugini / Contract Program Manager Phone #: (936) 689-0598  
 E-mail Address: joseph.perugini@hp.com Fax #: (832) 442-5941
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition #: DIR-SDD-1364 Bid Open Date: 05/05/2010

Enter your company's name here: Hewlett-Packard CompanyRequisition #: DIR-SDD-1364**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 five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1	Installation	2%	1%	20%
2	Service	2%	1%	20%
3	Order Management	6%	3%	20%
4	System Configuration	0%	0%	15%
5	Image Development	0%	0%	5%
6	Seat Management	0%	0%	5%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	<b>Aggregate percentages of the contract expected to be subcontracted:</b>	<b>10%</b>	5%	85%

(Note: If you have more than fifteen 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.)

**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.)

**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	June Eskridge	Contracts Administrator	08/19/2013
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 #: DIR-SDD-1364

**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: Installation, Service, Order Management, System Configuration, Image Development, Seat Management

## 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?
DELCOM GROUP, LP	1010604799500	01/06/2010	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
U S TECH	1760045854500	01/06/2010	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
NETSYNC NETWORK SOLUTIONS, INC.	1320030329800	01/06/2010	<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 (NOTE: Website & Email request sent 11/01/12, no reply)	11/01/12	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Enterprise Alliance (NOTE: Email request sent 11/01/12, no reply)	11/01/12	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

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

Requisition #: DIR-SDD-1364

## 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: Installation, Service, Order Management, System Configuration, Image Development, Seat Management

b. 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.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
360 Technologies	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1742919332300	\$ 500,000.00	0.30%
3-C Technology	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1263968464100	\$ 250,000.00	0.15%
A&A Graphics Supply Corp	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752430356100	\$ 250,000.00	0.15%
Abacus Computers, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1751844304300	\$2,000,000.00	1.25%
ACBM, Inc. Dba: Amarillo Computers	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1263968464100	\$ 250,000.00	0.15%
Advancetech Systems 2 Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760625015100	\$ 250,000.00	0.15%
Agilet Solutions, Ltd.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1340907152203	\$ 250,000.00	0.15%
AGILYSYS INC.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1651320166100	\$ 250,000.00	0.15%
Alinc Technologies	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1271817167600	\$ 250,000.00	0.15%

c. 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 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 #: DIR-SDD-1364

## SECTION B-4 SUBCONTRACTOR SELECTION (CONTINUATION)

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Alphaworks LLC	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1760475149900	\$ 500,000.00	0.30%
AL-RAZAQ Computing Services	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1201009266100	\$ 250,000.00	0.15%
Amagine Technologies, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742620521100	\$ 250,000.00	0.15%
AmericanDigital	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	TBD	\$ 250,000.00	0.15%
Amtech Computer Systems, Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760625015100	\$ 250,000.00	0.15%
Archive Supplies, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752268236200	\$ 250,000.00	0.15%
Attache Technology Management, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1263783560900	\$ 250,000.00	0.15%
Austin Ribbon & Computer Supplies, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742339797900	\$2,000,000.00	1.25%
Avinext (Formerly MicroAge College Station)	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742511528800	\$2,000,000.00	1.25%
CAD Supplies Specialty, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1742969944400	\$ 500,000.00	0.30%
Cannon IV Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1201248984000	\$ 250,000.00	0.15%
CDW Government, LLC	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1364230110800	\$2,000,000.00	1.25%
Centre Technologies	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1510609177800	\$ 500,000.00	0.30%
Checkpoint Services, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742775490200	\$ 500,000.00	0.30%
CMA Consulting Services	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1222580799400	\$ 250,000.00	0.15%
Compliant Technology Systems (CTS)	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1480948767200	\$ 500,000.00	0.30%
CompuCom Systems, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1382363156201	\$ 500,000.00	0.30%
Computer Solutions	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1942650013800	\$ 250,000.00	0.15%
Computer Tech	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760119142600	\$ 250,000.00	0.15%
Computex, Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1760229023500	\$ 500,000.00	0.30%
CompUTopia-Texas LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1272147805000	\$ 250,000.00	0.15%
Criner-Daniels & Associates, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760076613700	\$ 500,000.00	0.30%
DB Computer Solutions	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1752731181900	\$ 250,000.00	0.15%
Decision Tree, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742538104700	\$ 250,000.00	0.15%
Delcom Group, LP	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1010604799500	\$2,000,000.00	1.25%
Desert Communications	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1742700166800	\$ 500,000.00	0.30%
doc2e-file, Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760640305700	\$ 250,000.00	0.15%
DP Solutions Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752256670600	\$ 250,000.00	0.15%
DYKON Computer Help Center, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1721348878000	\$ 250,000.00	0.15%
ELP Enterprises	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760619440900	\$ 500,000.00	0.30%
En Pointe Technologies Sales Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1954650291500	\$ 250,000.00	0.15%
ePlus Technology, Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1541904151000	\$ 250,000.00	0.15%
Flores And Associates	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1020681547300	\$ 250,000.00	0.15%
Gateway Printing & Office Supply Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	TBD	\$ 500,000.00	0.30%
GDA Micro Technologies, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1752310277400	\$ 250,000.00	0.15%
GHA Technologies	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1860971967100	\$ 250,000.00	0.15%

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

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

Requisition #: DIR-SDD-1364

## SECTION B-4 SUBCONTRACTOR SELECTION (CONTINUATION)

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Global On-Line Computers, Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742822022600	\$ 250,000.00	0.15%
Global Govt Educations Solutions Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1200272419800	\$ 250,000.00	0.15%
GovConnection, Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1020497006400	\$ 500,000.00	0.30%
HiEd Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760385002900	\$ 250,000.00	0.15%
Horizon Telephone Systems, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742435600800	\$ 250,000.00	0.15%
Howard Technology Solutions	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1640466143700	\$ 500,000.00	0.30%
Imagenet Consulting, LLC	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1200247766400	\$ 500,000.00	0.30%
Insight Public Sector, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1363949000500	\$2,000,000.00	1.25%
Intech Southwest Services, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1204028528500	\$2,000,000.00	1.25%
Intelinet Systems	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752293385600	\$ 250,000.00	0.15%
IT Solutions On Demand, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1800453496400	\$ 250,000.00	0.15%
J-MAR & Associates Inc – El Paso	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1850395711200	\$ 250,000.00	0.15%
KST Data, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	13304168720	\$ 500,000.00	0.30%
Layer 3 Communications, LLC	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1270097420200	\$ 500,000.00	0.30%
LeTigre Solutions Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760550795700	\$ 500,000.00	0.30%
Logicalis	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1134000122800	\$ 250,000.00	0.15%
M&A Technologies	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1752132118600	\$ 250,000.00	0.15%
M&T Consulting, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1611493855400	\$ 500,000.00	0.30%
Mainline Information Systems Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1592960721400	\$ 250,000.00	0.15%
Marimon Business Systems	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742083597100	\$ 250,000.00	0.15%
MDL Enterprise, Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760384632400	\$ 500,000.00	0.30%
Micro Technologies Dba: Computer Express	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742650108000	\$ 250,000.00	0.15%
Minntek Solutions, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1273570238800	\$ 250,000.00	0.15%
Mobius Partners, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742975599800	\$ 500,000.00	0.30%
Netsync Network Solutions	<input type="checkbox"/> - Yes <input type="checkbox"/> - No	1320030329800	\$2,000,000.00	1.25%
North American Comm Resource, INC.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1411763228200	\$ 500,000.00	0.30%
NWN Corporation	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1043532235800	\$2,000,000.00	1.25%
OEM Supplies LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1113735138000	\$ 500,000.00	0.30%
Officemax, Incorporated	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1820100960400	\$1,000,000.00	0.60%
Omega Business Systems, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1752744564100	\$ 250,000.00	0.15%
ONX USA LLC	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1271445264100	\$1,000,000.00	0.60%
Pante Technology Corporation	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1752881700400	\$ 250,000.00	0.15%
PCM GOV, INC.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1330964088900	\$ 500,000.00	0.30%
PCPC Direct, Ltd	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1202511322100	\$ 500,000.00	0.30%
Portable Computer Systems, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1841396969400	\$ 500,000.00	0.30%
Resilient Intelligent Networks	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1205284691700	\$ 500,000.00	0.30%

Resultspositive, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1201815907400	\$1,000,000.00	0.60%
Reyna Enterprises Inc dba Computer Repair Center	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742776534600	\$2,000,000.00	1.25%
Sequel Data Systems, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742678386000	\$2,000,000.00	1.25%
Shared Solutions Group	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	TBD	\$ 250,000.00	0.15%
SHI Government Solutions, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1223695478500	\$ 500,000.00	0.30%
Sigma Surveillance, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1202542335600	\$ 250,000.00	0.15%
Sirius Computer Solutions	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1742836721700	\$ 500,000.00	0.30%
Skinny IT	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1272760746200	\$ 250,000.00	0.15%
Solid IT Networks	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752950821400	\$2,000,000.00	1.25%
South Texas Products	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742667695700	\$ 250,000.00	0.15%
Southern Computer Warehouse	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1582214685600	\$2,000,000.00	1.25%
Stewart Engineering Supply, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1751682895500	\$ 250,000.00	0.15%
Sungard Public Sector Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1592133858600	\$ 250,000.00	0.15%
Synetra	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752021538900	\$ 500,000.00	0.30%
Technical & Scientific Application	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1760200990800	\$ 500,000.00	0.30%
Technologent	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1043589773000	\$ 250,000.00	0.15%
Technology Assets, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1272802338800	\$2,000,000.00	1.25%
Technology Integration Group	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1043589773000	\$1,000,000.00	0.60%
TEICC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742030389700	\$2,000,000.00	1.25%
The Via Group	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1760313762500	\$ 500,000.00	0.30%
Toner Tiger	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1260046637400	\$ 500,000.00	0.30%
U.S. Tech	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760045854500	\$1,000,000.00	0.60%
V-Quest Office Machines & Supplies, LTD.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1743085130700	\$ 500,000.00	0.30%
Walkercom, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760302758600	\$ 250,000.00	0.15%
Warrigal	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1271620418000	\$ 500,000.00	0.30%
Web Fire Communications Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752406351200	\$ 250,000.00	0.15%
World Wide Technology, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	14319128956	\$ 250,000.00	0.15%
xNet Systems, Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760577006800	\$ 250,000.00	0.15%
Zones	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1911431894200	\$ 500,000.00	0.30%

**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 is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Hewlett-Packard Company (hereinafter “Vendor”), with its principal place of business at 3000 Hanover Street, Palo Alto, California 94304.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-149, on December 3, 2009, for Hewlett-Packard Branded Products and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-149 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 Vendor Software Licensing and Software and Hardware Support; Appendix E, Master Lease Agreement; Negotiated and Agreed Customer Statements of Work, Exhibit 1, Vendor’s Response to RFO DIR-SDD-TMP-149, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-149, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Negotiated and Agreed Customer Statements of Work, 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. Prior to expiration of the original term, DIR and Vendor may extend

the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

### 3. Product and Service Offerings

#### A. Products

Products available under this Contract are limited to products indicated in Appendix C – Pricing and Product Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 installation, warranty, maintenance and support, and product training. 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.

### 4. Pricing

#### A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

#### B. Customer Discount

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

Customer Discount includes the DIR administrative Fee specified in Section 5.

#### C. Customer Price

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

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

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) Both parties intend to agree to incorporate a revised version of the following term into this contract by an Amendment no later than Friday, May 14, 2010 or this contract will terminate on May 14, 2010. *"If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and*

*services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.”*

**D. DIR Administrative Fee**

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

**E. 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 delivery, Customer will be responsible for any charges for expedited delivery.

**F. 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).

**G. 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. 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 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

**H. Changes to Prices**

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. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

**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.

**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. Any change in the administrative fee shall be incorporated 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:

Sherri Parks, Director  
Contracting & Procurement Services  
Department of Information Resources  
300 West 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700  
Facsimile: (512) 475-4759  
Email: [sherri.parks@dir.state.tx.us](mailto:sherri.parks@dir.state.tx.us)

If sent to the Vendor:

Hewlett-Packard Company  
Judith M. Alexander, Esq.  
Public Sector Legal Counsel  
1445 Compaq Center Drive West  
Houston, TX 77070-1433  
Phone: (281) 370-0670  
Facsimile: 281-926-7140  
Email: [Judith.alexander@hp.com](mailto:Judith.alexander@hp.com)

**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 Appendix D 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 language in Appendix C. Order Fulfiler 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 third party license terms. Customers are bound by, and will abide by such third party Shrink/click-wrap License terms unless 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 third party 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.

## **8. Intellectual Property Matters**

### **A. Definitions**

1. "Work Product" or "Deliverables" means any and all Deliverables produced by or resulting from Vendor's performance of Services for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible items or things that will be prepared, created, or developed following the effective date of the Contract.

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 Services, and/or Work Product and/or 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 not a party to this Contract.
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 Intellectual Property Rights (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.
6. "Affiliate" of a party means an entity controlling, controlled by, or under common control with, that party.
7. "Transaction Document(s)" means an accepted Customer Purchase Order (excluding pre-printed terms) and in relation to that order valid Vendor quotations, Vendor published technical data sheets or service descriptions, Vendor limited warranty statements delivered with or otherwise made available to Customer with Products, and mutually executed Statements of Work, all as provided by Vendor, or other mutually executed documents that reference this Contract.

**B. Ownership.**

1) Deliverables. As between Vendor and Customer, all materials developed by Vendor under this Contract and specifically identified as a Deliverable in the relevant Transaction Document shall be identified as one of the following Deliverable designations ("Deliverable Type") in such Transaction Document and the rights and licenses shall be as follows with respect to each Deliverable Type. Where no Deliverable Type has been designated in the applicable Statement of Work, the Deliverable Type shall be considered a Type I Deliverable. Customer will not disassemble or decompile any software Deliverable without Vendor's written consent. Notwithstanding the license grants set forth in this Section 8.B, any third party software incorporated into any licensed Deliverable will be subject to the license terms applicable to such software. The parties acknowledges that they do not intend to be a joint authors of the Intellectual Property within the meaning of the Copyright Act of 1976. 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 set forth in a Statement of Work or in the Work Product.

(a) Type I Deliverables: Vendor shall retain all IPR in Deliverables designated as Type I. Vendor grants to Customer a worldwide, non-exclusive, fully paid, royalty-free license to use, execute, display, execute, reproduce, and distribute copies of such

Deliverables for its internal use only (including a license of the same scope to Vendor IP included in such Deliverable so long as such Vendor IP is necessary for the intended use of the Deliverable). Customer's license confers no title or ownership in the Deliverable and no rights in any associated source code. Vendor will deliver one copy of the specified Type I Deliverable to Customer.

(b) Type II Deliverables: Subject to Vendor's retention of its ownership rights in Vendor IP, Vendor hereby assigns to Customer the copyright in Deliverables designated as Type II Deliverables. Vendor retains all other Intellectual Property Rights in such Deliverables. Vendor grants to Customer a worldwide, non-exclusive, fully paid, royalty-free license to use, display, execute, reproduce, and distribute copies of Vendor IP included in such Deliverable for its internal use only, to the extent necessary for the intended use of the Deliverables. Vendor may retain one copy of the Type II Deliverables. Customer grants Vendor a worldwide, non-exclusive, fully paid, royalty-free, irrevocable license, including the right to grant sublicenses, to use, execute, reproduce, distribute copies of, display, perform, and create derivative works based upon Type II Deliverables.

2) Residuals. Notwithstanding anything in this Contract to the contrary, each party shall be free to use Residuals (as defined below) for any purpose provided that the party seeking to use Residuals did not know at the time of such use that the Residuals were the Confidential Information of the other party. "Residuals" means information that is received or developed under this Contract and retained in the unaided memory of one or more employees who have had access to the information. The parties agree that the right to use Residuals shall not be deemed to grant either party any license under the other party's copyrights or patents.

3) Prior Intellectual Property Rights. All copyrights, patents, trademarks, trade secrets, and any other Intellectual Property Rights existing prior to the Effective Date of the relevant Transaction Document shall belong to the party that owned such rights immediately prior to the Effective Date.

4) Effect of Termination of Licenses. Vendor may terminate Customer's license in the Deliverables upon notice for failure to comply with the terms of this Contract. In the event of termination of Customer's license, Customer will immediately destroy or return to Vendor the affected Deliverables and all partial or complete copies thereof, or provide satisfactory evidence of their destruction to Vendor.

5) No rights in copyright, patents, trademarks, trade secrets, or other Intellectual Property are granted by either party to the other except as expressly provided under this Contract.

**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.

**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.**

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.

**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 non breaching party, 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, 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, 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.

**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 is embodied or reflected in the Work Product, or is necessary to provide the Services, it will be addressed in the Customer Statement of Work. 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. Sample subcontract agreements will 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.

**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.

**9. Authorized Exceptions to Contract for Deliverables-Based Information Technology Service Standard Terms and Conditions.**

**A. Section 1. Introduction, C. Order of Precedence. Appendix E. Master Lease Agreement** is hereby amended as follows: Both parties intend to agree to incorporate a final, negotiated version of the Master Lease Agreement into this Contract by an Amendment no later than Friday, May 14, 2010 or this contract will terminate on May 14, 2010.

**B. Section 8. Intellectual Property Matters, D. Waiver of Moral Rights** is hereby is hereby replaced in its entirety as follows: Both parties intend to agree to incorporate a revised version of the following term into this Contract by an Amendment no later than Friday, May 14, 2010 or this contract will terminate on May 14, 2010. "*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."*

**C. Section 8, Intellectual Property Matters, I. Third-Party Underlying and Derivative Works** is hereby replaced in its entirety as follows: Both parties intend to agree to incorporate a revised version of the following term into this Contract by an Amendment no later than Friday, May 14, 2010 or this contract will terminate on May 14, 2010. *"To the extent that any Vendor IP or Third Party IP is embodied or reflected in the Work Product, or is necessary to provide the Services, it will be addressed in the Customer Statement of Work. 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."*

**10. Authorized Exceptions to Appendix A, Deliverables-Based Information Technology Service Standard Terms and Conditions.**

**A. Section 3. Definitions** is hereby amended to add the following:

- H. Affiliate** of a party means an entity controlling, controlled by, or under common control with, that party.
- I. HP Branded** means Products and Services bearing a trademark or service mark of Hewlett-Packard Company or any Hewlett-Packard Company Affiliate.
- J. HP Business Partner** means select companies authorized by HP to promote, market support, and deliver certain Products and Services.
- 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.** Both parties intend to agree to incorporate a revised version of the following term into this Contract by an Amendment no later than Friday, May 14, 2010 or this contract will terminate on May 14, 2010. *"**Technical Service** means consulting integration, or technical services performed by HP under a Statement of Work or*

*other Transaction Document.*”

- M.** Both parties intend to agree to incorporate a revised version of the following term into this contract by an Amendment no later than Friday, May 14, 2010 or this contract will terminate on May 14, 2010. “*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. Transaction Document(s)** means an accepted Customer Purchase Order (excluding pre-printed terms) and in relation to that Purchase Order valid HP quotations, HP published technical data sheets or service descriptions, HP limited warranty statements delivered with or otherwise made available to Customer with Products, and mutually executed Statements of Work, all as provided by HP, or other mutually executed documents that reference this Contract.
- Q. Contractor** means Hewlett-Packard Company.
- B. Section 4. General Provisions, A. Entire Agreement** is hereby replaced in its entirety as follows:
- 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** is hereby replaced in its entirety as follows:
- 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 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 weaken 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 6. Contract Fulfillment and Promotion, A. Service, Sales and Support of the Contract** is hereby replaced in its entirety as follows:

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 products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Texas Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

**E. Section 6. Contract Fulfillment and Promotion, C. Product Warranty and Return Policies** is hereby replaced in its entirety as follows:

Order Fulfiler 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.

**F. Section 6. Contract Fulfillment and Promotion, E. Internet Access to Contract and Pricing Information, 3) Website Compliance Checks** is hereby replaced in its entirety as follows:

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 uniform with the pricing as stated in Section 4 of the Contract.

**G. Section 6. Contract Fulfillment and Promotion, K. DIR Cost Avoidance** is hereby replaced in its entirety as follows:

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Once each calendar year or as mutually agreed and upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the products.

**H. Section 7. Purchase Order, Invoices, and Payments, A. Purchase Orders** is hereby replaced in its entirety as follows:

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.

**I. Section 7. Purchase Order, Invoices, and Payments, C. Payments** is hereby replaced in its entirety as follows:

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) 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 Transaction Document.

**J. Section 8. Contract Administration, A. Contract Administrator, 2) Vendor Contract Administrator** is hereby replaced in its entirety as follows:

Vendor shall provide a dedicated Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between a 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 Administrator if the assigned Contract Administrator is not, in the opinion of DIR, adequately serving the needs of the State. In such an event, Vendor requests thirty (30) calendar days notice.

**K. Section 8. Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Report** is hereby replaced in its entirety as follows:

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 month period. Reports shall be submitted to the DIR Go DIRECT E-Mail Box at [GoDirect.Sales@dir.state.tx.us](mailto:GoDirect.Sales@dir.state.tx.us). Reports are due on the fifteenth (15<sup>th</sup>) calendar day after the close of the previous month period. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, the Order Fulfiller's company name, if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR and as mutually agreed by the parties. 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.

**L. Section 8. Contract Administration, C. Records and Audit** is hereby amended to add the following:

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

**M. Section 9. Vendor Responsibilities, A. Indemnification, 2) Acts or Omissions** is hereby replaced in its entirety as follows:

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES, FROM AND AGAINST 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 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.

**N. Section 9. Vendor Responsibilities, A. Indemnification, 2) Infringements** 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 FOR 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) 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.

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

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.

**O. Section 9. Vendor Responsibilities, B. Taxes/Worker's Compensation/ UNEMPLOYMENT INSURANCE** is hereby replaced in its entirety as follows:

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 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.

**P. Section 9. Vendor Responsibilities, C. Vendor Certifications (x)** is hereby replaced in its entirety as follows:

(x) Vendor agrees that any payments due under this contract will be applied towards any debt as required by State law, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

**Q. Section 9. Vendor Responsibilities, I. Security of Premises, Equipment, Data and Personnel** is hereby replaced in its entirety as follows:

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 Sections 10.B.(4)(b) and 10.B.(6) of Appendix A.

**R. Section 9. Vendor Responsibilities, K. Limitation of Liability** is hereby replaced in its entirety as follows:

Except for Vendor's liability for claims of patent, trademark, or copyright infringement as set forth in section 9.A.(2), all other indemnifications in Section 9.A and 9.B. (Vendor Responsibilities) are subject to following limitation of liability terms:

- 1) VENDORS AGGREGATE LIABILITY TO CUSTOMER AND/OR DIR FOR ANY REASON AND UPON ALL CLAIMS OR CAUSES OF ACTION HEREUNDER WILL BE LIMITED IN THE AGGREGATE TO THE LESSER

OF: THE AMOUNT PAID TO VENDOR BY CUSTOMER AND/OR DIR UNDER THE PARTICULAR STATEMENT OF WORK OR PURCHASE ORDER TO WHICH THE CLAIMS OR CAUSES OF ACTION RELATE, OR \$1,000,000.

- 2) THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS, IN NO EVENT WILL VENDOR BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION TO LOSS OF DATA, LOSS OF USE, LOSS OF PROFITS OR LOSS OF SAVINGS OR REVENUE EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**S. Section 9. Vendor Responsibilities. N. Required Insurance Coverage** is hereby replaced in its entirety as follows:

As a condition of this Contract with DIR, Vendor shall maintain 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, maintain the insurance coverage specified herein, and shall provide a certificate of insurance evidencing 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-VII financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. With the exception of workers' compensation and employer's 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 acceptable insurance provisions are as follows:

**1) Commercial General Liability**

Commercial General Liability must include a combined single limit of \$500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of \$500,000. 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;
- d) Insurer shall endeavor to provide 30-day Notice of Termination in favor of DIR and/or Customer; and

**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 policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.

**3) Business Automobile Liability Insurance**

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a 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 provisions:

- a) insurer shall endeavor to provide 30-day Notice of Termination; and
- b) Customer included as Additional Insured.

**T. Section 10. Contract Enforcement, B. Termination, 6) Vendor or Order Fulfiller Rights Under Termination** is replaced in its entirety as follows:

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, and 3) any travel charges and expenses incurred by Vendor and agreed in a Purchase Order or Statement of Work.

**U. Section 13. Additional Terms** is hereby added in its entirety as follows:

1. Internal Use. Products and Services acquired by Customer under this Contract are solely for Customer's own internal use and not for resale or sub-licensing.
2. Title, Risk of Loss, and Acceptance. Risk of loss or damage, and title to Hardware, will pass to Customer and acceptance will occur upon delivery to the "ship to" address or, if special shipping arrangements are agreed to, upon delivery to Customer's carrier or designee. Acceptance of Technical Services will occur upon Vendor or Order Fulfiller's performance and Customers acceptance of the Technical Services. Acceptance of Deliverables occurs upon delivery and Customer's acceptance, unless otherwise specified in the relevant Statement of Work or Transaction Document.

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

**Hewlett-Packard Company**

**Authorized By: \_\_signature on file\_\_\_\_\_**

**Name: Larry Singer**

**Title: Vice President, SLED – Enterprise Business**

**Date: May 5, 2010**

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

**Authorized By: \_\_signature on file\_\_\_\_\_**

**Name: Cindy Reed**

**Title: Deputy Executive Director  
Operations & Statewide Technology Sourcing**

**Date: 05/05/2010\_\_\_\_\_**

**Legal: CK 05/05/2010\_\_\_\_\_**

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

Table of Contents

1.	Contract Scope .....	1
2.	No Quantity Guarantees.....	1
3.	Definitions.....	1
4.	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
5.	Product Terms and Conditions .....	3
	A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only).....	3
	B. Purchase of Commodity Items (Applicable to State Agency Purchases Only).....	4
6.	Contract Fulfillment and Promotion .....	4
	A. Service, Sales and Support of the Contract.....	4
	B. Use of Order Fulfillers .....	4
	1) Designation of Order Fulfillers.....	4
	2) Changes in Order Fulfiller List.....	5
	3) Order Fulfiller Pricing to Customer.....	5
	C. Product Warranty and Return Policies.....	5
	D. Customer Site Preparation .....	5
	E. Internet Access to Contract and Pricing Information .....	6
	1) Vendor Website .....	6
	2) Accurate and Timely Contract Information.....	6
	3) Website Compliance Checks .....	6
	4) Website Changes.....	6
	5) Use of Access Data Prohibited .....	6
	6) Responsibility for Content .....	6
	F. DIR Logo .....	7
	G. Vendor and Order Fulfiller Logo.....	7
	H. Trade Show Participation.....	7
	I. Orientation Meeting.....	7
	J. Performance Review Meetings.....	7
	K. DIR Cost Avoidance.....	7

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

7.	Purchase Orders, Invoices, and Payments .....	8
	A. Purchase Orders .....	8
	B. Invoices .....	8
	C. Payments .....	8
8.	Contract Administration.....	8
	A. Contract Administrators.....	8
	1) State Contract Administrator .....	8
	2) Vendor Contract Administrator .....	8
	B. Reporting and Administrative Fees .....	9
	1) Reporting Responsibility .....	9
	2) Detailed Monthly Report .....	9
	3) Historically Underutilized Businesses Subcontract Reports.....	9
	4) DIR Administrative Fee.....	9
	5) Accurate and Timely Submission of Reports .....	9
	C. Records and Audit.....	10
	D. Contract Administration Notification .....	11
9.	Vendor Responsibilities .....	11
	A. Indemnification.....	11
	B. Taxes/Worker’s Compensation/UNEMPLOYMENT INSURANCE .....	12
	C. Vendor Certifications.....	13
	D. Ability to Conduct Business in Texas.....	14
	E. Equal Opportunity Compliance .....	14
	F. Use of Subcontractors .....	14
	G. Responsibility for Actions .....	14
	H. Confidentiality .....	14
	I. Security of Premises, Equipment, Data and Personnel.....	15
	J. Background and/or Criminal History Investigation.....	15
	K. Limitation of Liability.....	15
	L. Overcharges .....	15
	M. Prohibited Conduct .....	15
	N. Required Insurance Coverage.....	16
	O. Use of State Property .....	17
	P. Immigration.....	17
	Q. Public Disclosure .....	17
	R. Substitutions.....	17
10.	Contract Enforcement .....	17
	A. Enforcement of Contract and Dispute Resolution .....	17
	B. Termination.....	18
	1) Termination for Non-Appropriation .....	18
	2) Absolute Right .....	18
	3) Termination for Convenience .....	18
	4) Termination for Cause .....	18

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

a) Contract.....	18
b) Purchase Order.....	19
5) Customer Rights Under Termination.....	19
6) Vendor or Order Fulfiller Rights Under Termination.....	19
C. Force Majeure .....	19
11. Notification .....	19
A. Notices .....	19
B. Handling of Written Complaints.....	19
12. Captions .....	20

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

**1. Contract Scope**

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

**2. No Quantity Guarantees**

The Contract is not exclusive to the Vendor. Customers may obtain products and related 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 products and related services will be procured through the Contract.

**3. 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, 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.

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

- B. Compliance Check** – an audit of Vendor’s compliance with the Contract performed either by a third party auditor or DIR contract management staff.
- 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. 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** - 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.

**4. 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 Order Fulfiller 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 weaken 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.

**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 Texas 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

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

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 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. Any other assignment by a party shall require the written consent of the other party. Each party agrees to cooperate to amend the Contract as necessary to maintain an accurate record of the contracting parties.

**E. Survival**

All applicable software license agreements, warranties or 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 Order Fulfiller shall survive expiration or termination of the Contract.

**F. Choice of Law**

The laws of the State of Texas shall govern the construction and interpretation of the Contract. 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 of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or Texas Department of Information Resources.

**5. Product Terms and Conditions**

**A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 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 of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

available from the General Services Administration “Buy Accessible Wizard” (<http://www.buyaccessible.gov>). Vendors not listed with the “Buy Accessible Wizard” or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

**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.

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 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 products and 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 products and services available under the Contract shall be processed through the Contract.

**B. Use of Order Fulfillers**

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

**1) Designation of Order Fulfillers**

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

**2) Changes in Order Fulfiller List**

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 6.B.1.a above.

**3) Order Fulfiller Pricing to Customer**

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Section 4 of the Contract. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

**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 or more costly than warranty and return policies for other similarly situated Customers for like products.

**D. Customer Site Preparation**

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

**E. Internet Access to Contract and Pricing Information**

**1) Vendor Website**

Within thirty 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, Contract pricing, 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 Go DIRect 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.

**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 uniform with the pricing as stated in Section 4 of 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 terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link 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.

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

**F. DIR Logo**

Order Fulfiller 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 Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

**G. Vendor and Order Fulfiller Logo**

DIR may use the Vendor's and Order Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and 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 and Order Fulfiller'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 or Order Fulfiller's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

**H. Trade Show Participation**

At DIR's discretion, Vendor and Order Fulfillers 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 and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers 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 or Order Fulfiller's booth.

**I. Orientation Meeting**

Upon thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

**J. 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 within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

**K. 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 products sold under the Contract. The report shall contain: product part number, product

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the products.

**7. Purchase Orders, Invoices, and Payments**

**A. Purchase Orders**

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

**B. Invoices**

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

2) 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 products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

**C. Payments**

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) 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 Administrators**

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

**1) State Contract Administrator**

DIR shall provide a Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) advising DIR of Vendor's performance under the terms and conditions of the Contract, and iii) periodic verification of product pricing and monthly reports submitted by Vendor.

**2) Vendor Contract Administrator**

Vendor shall provide a dedicated Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between a 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

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

Contract Administrator if the assigned Contract Administrator is not, in the 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 products and services purchased through Order Fulfillers 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 month period. Reports shall be submitted to the DIR Go DIRect E-Mail Box at [GoDirect.Sales@dir.state.tx.us](mailto:GoDirect.Sales@dir.state.tx.us). Reports are due on the fifteenth (15<sup>th</sup>) calendar day after the close of the previous month period. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, the Order Fulfiler's company name, if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, 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 their 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 administrative fee is specified in Section 5 of the Contract. Payment of the administrative fee shall be due on the fifteenth (15<sup>th</sup>) calendar day after the close of the previous month period.

b) Vendor shall reference the DIR Contract number 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

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

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. Records and Audit**

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, 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 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.

2) Vendor and Order Fulfillers 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: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, 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 DIR, including the compliance checks designated by DIR, 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

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

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 DIR staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers 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 specified herein.

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 Go DIRect E-Mail Box information.

**9. Vendor Responsibilities**

**A. Indemnification**

**1) 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 AND AGAINST 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 REGARDLESS OF THE NEGLIGENCE OF THE CUSTOMER, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCIES AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

**2) Infringements**

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES,

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

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 THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

b) 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.

**3) Independent Contractor**

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

**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. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 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.

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS 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 THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

**C. Vendor Certifications**

Vendor certifies that it and its designated Order Fulfillers: (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 of Texas 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 of Texas, 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) are not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* 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 Treasury, Office of Foreign Assets Control; (ix) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328; (x) Vendor agrees 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; (xi) Vendor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; (xii)

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

Vendor represents and warrants that the Customer's payment to Vendor and Vendor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and (xiii) under Section 2155.006, Government Code, Vendor certifies that the individual or business entity in this 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. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

**D. Ability to Conduct Business in Texas**

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

**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**

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.

**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

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

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.

**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 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 and/or Order Fulfiller'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 and/or Order Fulfiller 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 of Texas, 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 patent, trademark, or copyright infringement.

**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

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, 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 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+ financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. 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 \$500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of \$500,000. 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 \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.

**3) Business Automobile Liability Insurance**

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

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 of Texas 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 of Texas 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 the requirements of 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 1996 Act., who will perform any labor or services under this Contract.

**Q. Public Disclosure**

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

**R. Substitutions**

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

**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.

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

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.

**B. Termination**

**1) Termination for Non-Appropriation**

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated by the governing body on behalf of local governments, or by the Texas legislature on behalf of state agencies. 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 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.

**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 *Excluded Parties List System (EPLS)* 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 11.A, Notices, of intent to terminate.

**3) Termination for Convenience**

DIR or Vendor 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 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.

**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. 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.

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

**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 4.B.2 above. 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.

**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 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.

**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

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

may direct their written complaints to the following office:

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

**12. Captions**

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



# 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.

**Other Service HUB Goal – 24.6%**

**Commodities HUB Goal – 21%**

**Special Trades HUB Goal – 32.7%**

- Responses for Special Trades construction shall submit a HUB Subcontracting Plan (HSP) that meets the Good Faith Effort prescribed in Method B (Attachment B). See instructions for Option Four on the HSP Quick Check List. **No other Good Faith Effort method will be accepted.**
- Responses for Miscellaneous Services Agreements for indefinite duration/indefinite quantity – Two (2) part process:
  1. Submit a Letter of HUB Commitment (page 8) and a Good Faith Effort described in Option One of Quick Check List (page 9).
  2. Submit a revised HSP prior to execution of each contract process as described in Option Four of Quick Check List.
- Respondents shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive. Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered Non-responsive.
- Respondents who intend to Self-Perform all of their work shall submit an HSP for Self Performance HUB Subcontracting Plan (HSP).
- Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment.
- Please note that phone logs are no longer acceptable documentation of Good Faith Effort. Only fax, email and certified letter are acceptable.

## SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Hewlett Packard Company State of Texas VID #: 1941081436211  
 Point of Contact: Joe Perugini / Contract Program Manager Phone #: (936) 689-0598  
 E-mail Address: joseph.perugini@hp.com Fax #: (832) 442-5941
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition #: DIR-SDD-1364 Bid Open Date: 05/05/2010

Enter your company's name here: Hewlett-Packard CompanyRequisition #: DIR-SDD-1364**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 five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1	Installation	2%	1%	20%
2	Service	2%	1%	20%
3	Order Management	6%	3%	20%
4	System Configuration	0%	0%	15%
5	Image Development	0%	0%	5%
6	Seat Management	0%	0%	5%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	<b>Aggregate percentages of the contract expected to be subcontracted:</b>	<b>10%</b>	5%	85%

(Note: If you have more than fifteen 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.)

**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.)

**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.

<u>Signature on File</u>	<u>June Eskridge</u>	<u>Contracts Administrator</u>	<u>08/19/2013</u>
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 #: DIR-SDD-1364

**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: Installation, Service, Order Management, System Configuration, Image Development, Seat Management

## 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?
DELCOM GROUP, LP	1010604799500	01/06/2010	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
U S TECH	1760045854500	01/06/2010	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
NETSYNC NETWORK SOLUTIONS, INC.	1320030329800	01/06/2010	<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 (NOTE: Website & Email request sent 11/01/12, no reply)	11/01/12	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Enterprise Alliance (NOTE: Email request sent 11/01/12, no reply)	11/01/12	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

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

Requisition #: DIR-SDD-1364

## 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: Installation, Service, Order Management, System Configuration, Image Development, Seat Management

b. 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.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
360 Technologies	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1742919332300	\$ 500,000.00	0.30%
3-C Technology	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1263968464100	\$ 250,000.00	0.15%
A&A Graphics Supply Corp	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752430356100	\$ 250,000.00	0.15%
Abacus Computers, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1751844304300	\$2,000,000.00	1.25%
ACBM, Inc. Dba: Amarillo Computers	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1263968464100	\$ 250,000.00	0.15%
Advancetech Systems 2 Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760625015100	\$ 250,000.00	0.15%
Agilet Solutions, Ltd.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1340907152203	\$ 250,000.00	0.15%
AGILYSYS INC.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1651320166100	\$ 250,000.00	0.15%
Alinc Technologies	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1271817167600	\$ 250,000.00	0.15%

c. 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 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 #: DIR-SDD-1364

## SECTION B-4 SUBCONTRACTOR SELECTION (CONTINUATION)

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Alphaworks LLC	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1760475149900	\$ 500,000.00	0.30%
AL-RAZAQ Computing Services	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1201009266100	\$ 250,000.00	0.15%
Amagine Technologies, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742620521100	\$ 250,000.00	0.15%
AmericanDigital	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	TBD	\$ 250,000.00	0.15%
Amtech Computer Systems, Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760625015100	\$ 250,000.00	0.15%
Archive Supplies, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752268236200	\$ 250,000.00	0.15%
Attache Technology Management, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1263783560900	\$ 250,000.00	0.15%
Austin Ribbon & Computer Supplies, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742339797900	\$2,000,000.00	1.25%
Avinext (Formerly MicroAge College Station)	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742511528800	\$2,000,000.00	1.25%
CAD Supplies Specialty, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1742969944400	\$ 500,000.00	0.30%
Cannon IV Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1201248984000	\$ 250,000.00	0.15%
CDW Government, LLC	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1364230110800	\$2,000,000.00	1.25%
Centre Technologies	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1510609177800	\$ 500,000.00	0.30%
Checkpoint Services, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742775490200	\$ 500,000.00	0.30%
CMA Consulting Services	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1222580799400	\$ 250,000.00	0.15%
Compliant Technology Systems (CTS)	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1480948767200	\$ 500,000.00	0.30%
CompuCom Systems, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1382363156201	\$ 500,000.00	0.30%
Computer Solutions	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1942650013800	\$ 250,000.00	0.15%
Computer Tech	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760119142600	\$ 250,000.00	0.15%
Computex, Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1760229023500	\$ 500,000.00	0.30%
CompUTopia-Texas LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1272147805000	\$ 250,000.00	0.15%
Criner-Daniels & Associates, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760076613700	\$ 500,000.00	0.30%
DB Computer Solutions	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1752731181900	\$ 250,000.00	0.15%
Decision Tree, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742538104700	\$ 250,000.00	0.15%
Delcom Group, LP	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1010604799500	\$2,000,000.00	1.25%
Desert Communications	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1742700166800	\$ 500,000.00	0.30%
doc2e-file, Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760640305700	\$ 250,000.00	0.15%
DP Solutions Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752256670600	\$ 250,000.00	0.15%
DYKON Computer Help Center, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1721348878000	\$ 250,000.00	0.15%
ELP Enterprises	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760619440900	\$ 500,000.00	0.30%
En Pointe Technologies Sales Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1954650291500	\$ 250,000.00	0.15%
ePlus Technology, Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1541904151000	\$ 250,000.00	0.15%
Flores And Associates	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1020681547300	\$ 250,000.00	0.15%
Gateway Printing & Office Supply Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	TBD	\$ 500,000.00	0.30%
GDA Micro Technologies, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1752310277400	\$ 250,000.00	0.15%
GHA Technologies	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1860971967100	\$ 250,000.00	0.15%

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

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

Requisition #: DIR-SDD-1364

## SECTION B-4 SUBCONTRACTOR SELECTION (CONTINUATION)

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Global On-Line Computers, Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742822022600	\$ 250,000.00	0.15%
Global Govt Educations Solutions Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1200272419800	\$ 250,000.00	0.15%
GovConnection, Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1020497006400	\$ 500,000.00	0.30%
HiEd Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760385002900	\$ 250,000.00	0.15%
Horizon Telephone Systems, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742435600800	\$ 250,000.00	0.15%
Howard Technology Solutions	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1640466143700	\$ 500,000.00	0.30%
Imagenet Consulting, LLC	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1200247766400	\$ 500,000.00	0.30%
Insight Public Sector, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1363949000500	\$2,000,000.00	1.25%
Intech Southwest Services, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1204028528500	\$2,000,000.00	1.25%
Intelinet Systems	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752293385600	\$ 250,000.00	0.15%
IT Solutions On Demand, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1800453496400	\$ 250,000.00	0.15%
J-MAR & Associates Inc – El Paso	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1850395711200	\$ 250,000.00	0.15%
KST Data, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	13304168720	\$ 500,000.00	0.30%
Layer 3 Communications, LLC	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1270097420200	\$ 500,000.00	0.30%
LeTigre Solutions Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760550795700	\$ 500,000.00	0.30%
Logicalis	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1134000122800	\$ 250,000.00	0.15%
M&A Technologies	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1752132118600	\$ 250,000.00	0.15%
M&T Consulting, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1611493855400	\$ 500,000.00	0.30%
Mainline Information Systems Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1592960721400	\$ 250,000.00	0.15%
Marimon Business Systems	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742083597100	\$ 250,000.00	0.15%
MDL Enterprise, Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760384632400	\$ 500,000.00	0.30%
Micro Technologies Dba: Computer Express	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742650108000	\$ 250,000.00	0.15%
Minntek Solutions, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1273570238800	\$ 250,000.00	0.15%
Mobius Partners, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742975599800	\$ 500,000.00	0.30%
Netsync Network Solutions	<input type="checkbox"/> - Yes <input type="checkbox"/> - No	1320030329800	\$2,000,000.00	1.25%
North American Comm Resource, INC.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1411763228200	\$ 500,000.00	0.30%
NWN Corporation	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1043532235800	\$2,000,000.00	1.25%
OEM Supplies LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1113735138000	\$ 500,000.00	0.30%
Officemax, Incorporated	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1820100960400	\$1,000,000.00	0.60%
Omega Business Systems, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1752744564100	\$ 250,000.00	0.15%
ONX USA LLC	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1271445264100	\$1,000,000.00	0.60%
Pante Technology Corporation	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1752881700400	\$ 250,000.00	0.15%
PCM GOV, INC.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1330964088900	\$ 500,000.00	0.30%
PCPC Direct, Ltd	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1202511322100	\$ 500,000.00	0.30%
Portable Computer Systems, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1841396969400	\$ 500,000.00	0.30%
Resilient Intelligent Networks	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1205284691700	\$ 500,000.00	0.30%

Resultspositive, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1201815907400	\$1,000,000.00	0.60%
Reyna Enterprises Inc dba Computer Repair Center	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742776534600	\$2,000,000.00	1.25%
Sequel Data Systems, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742678386000	\$2,000,000.00	1.25%
Shared Solutions Group	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	TBD	\$ 250,000.00	0.15%
SHI Government Solutions, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1223695478500	\$ 500,000.00	0.30%
Sigma Surveillance, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1202542335600	\$ 250,000.00	0.15%
Sirius Computer Solutions	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1742836721700	\$ 500,000.00	0.30%
Skinny IT	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1272760746200	\$ 250,000.00	0.15%
Solid IT Networks	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752950821400	\$2,000,000.00	1.25%
South Texas Products	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742667695700	\$ 250,000.00	0.15%
Southern Computer Warehouse	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1582214685600	\$2,000,000.00	1.25%
Stewart Engineering Supply, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1751682895500	\$ 250,000.00	0.15%
Sungard Public Sector Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1592133858600	\$ 250,000.00	0.15%
Synetra	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752021538900	\$ 500,000.00	0.30%
Technical & Scientific Application	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1760200990800	\$ 500,000.00	0.30%
Technologent	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1043589773000	\$ 250,000.00	0.15%
Technology Assets, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1272802338800	\$2,000,000.00	1.25%
Technology Integration Group	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1043589773000	\$1,000,000.00	0.60%
TEICC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742030389700	\$2,000,000.00	1.25%
The Via Group	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1760313762500	\$ 500,000.00	0.30%
Toner Tiger	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1260046637400	\$ 500,000.00	0.30%
U.S. Tech	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760045854500	\$1,000,000.00	0.60%
V-Quest Office Machines & Supplies, LTD.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1743085130700	\$ 500,000.00	0.30%
Walkercom, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760302758600	\$ 250,000.00	0.15%
Warrigal	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1271620418000	\$ 500,000.00	0.30%
Web Fire Communications Inc	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1752406351200	\$ 250,000.00	0.15%
World Wide Technology, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	14319128956	\$ 250,000.00	0.15%
xNet Systems, Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760577006800	\$ 250,000.00	0.15%
Zones	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	1911431894200	\$ 500,000.00	0.30%

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

<b>HP Personal Systems Group (PSG)</b>		<b>Range</b>
<b>Product Category/Family</b>		
<b>Desktops</b>	<b>% off US List Price</b>	<b>0% - 38%</b>
HP 3400, 3500, 3405 Families	9%	
HP Compaq 4300, 6300, 6305 Pro, 8300 All-in-One Desktop Families	15%	
HP Compaq 8300 Elite Desktop Families	18%	
HP TouchSmart 7320, 9300, and 3420 All-in-One Business PC Families	12%	
HP rp3000, ap5000 All-in-One, rp5800 Point of Sale (POS) Systems, HP Signage Player mp8200, mp8200s	18%	
HP Blade PC Family	10%	
HP Desktop SMARTBUY Models	0%	
HP Desktop Configure-to-Order (CTO) Modules	12%	
HP Desktop Options & Accessories	20%	
Texas DIR Desktop Standards: Elite 6300 desktop (select models – see below)	38%	
Texas DIR Desktop Standards: Elite 8300 desktop (select models – see below)	38%	
<b>Workstations</b>	<b>% off US List Price</b>	<b>0% - 22%</b>
HP Z1 All-in-One, Z210, Z220, Z420	22%	
HP Z620, Z800, Z820	22%	
HP Blade Workstation Family	18%	
HP Workstation SMARTBUY Models	0%	
HP Workstation Configure-to-Order (CTO) Modules	23%	
HP Workstation Options & Accessories	24%	
HP SkyRoom Products	15%	
<b>Thin Client</b>	<b>% off US List Price</b>	<b>0% - 16%</b>
Thin Client Family	16%	
Mobile Thin Clients	16%	
MultiSeat ms6200 Desktop Families	16%	
HP Thin Client SMARTBUY	0%	

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

<b>HP Personal Systems Group (PSG)</b>		<b>Range</b>
<b>Product Category/Family</b>		
HP Thin Client Configure-to-Order (CTO) Modules	16%	
HP Thin Client Options & Accessories	16%	
<b>Notebook and Tablet PC</b>	<b>% off US List Price</b>	<b>0% - 33%</b>
HP Mini 1104 Notebook PC Families, HP Slate 2 and HP ProBook s series	8%	
HP ProBook b series	12%	
HP Elitebook m series	13%	
HP Elitebook p series	18%	
HP Elitebook w series	18%	
HP Notebook & Tables PC SMARTBUY	0%	
HP Notebook PC Configure-to-Order (CTO) Modules	11%	
HP Notebook Options & Accessories	19%	
Texas DIR Notebook Standards: 6570b (select models – see below)	33%	
<b>Handhelds</b>	<b>% off US List Price</b>	<b>11% - 22%</b>
HP IPAQ Handheld Family (21)	11%	
HP IPAQ Handheld Options & Accessories	22%	
<b>Monitors</b>	<b>% off US List Price</b>	<b>0% - 20%</b>
HP Business LCD & Touchscreen Monitors	10%	
HP LCD Digital Signage Displays	18%	
HP Monitor SMARTBUY	0%	
HP Monitor Options & Accessories	20%	
<b>Care Pack Services</b>	<b>% off US List Price</b>	<b>20%</b>
HP Fixed Care Pack Services (PSG Products)	20%	
<b>Personal Systems Customization Services</b>	<b>% off US List Price</b>	<b>20% - 30%</b>
Personal Systems HW Customization	20%	
Personal Systems Image Management	20%	
Altiris Training & Services	20%	

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

<b>HP Personal Systems Group (PSG)</b>		<b>Range</b>
<b>Product Category/Family</b>		
Altiris Suites & Solutions	30%	
Software – Altiris Server EDU	30%	

<b>HP Imaging &amp; Printing Group (IPG)</b>		<b>Range</b>
<b>Product Category/Family</b>		
<b>Printers</b>	<b>% off US List Price</b>	<b>25% - 29%</b>
Personal Color Laser Printer Family (LY/SB)	29%	
High Volume Color Laser Printer Family (AK)	29%	
Laser Multifunction Printer (C5)	28%	
Color Laser Multifunction Printer Family (ST)	28%	
Color All-in-One Laser Printer Family (K5)	29%	
Color Inkjet Printer Family (DL)	27%	
Inkjet All-in-one Family – Productivity (DU)	27%	
Inkjet All-in-one Family – Photo (5M)	27%	
Inkjet All-in-one Family – Entry Photo (2N)	27%	
Inkjet Document & Photo Family (83)	27%	
Office Color Inkjet Printer Family (7T)	27%	
Wide Format Printer Family (30/TW))	25%	
Office Black & White Laser Printer Family (PQ/8A)	29%	
Personal Black & White Laser Printer Family (2B)	27%	
Office Laser Multif Printer Family (MA/T2/2Q)	29%	
<b>Scanners</b>	<b>% off US List Price</b>	<b>29%</b>
Scanners Family	29%	

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

<b>HP Imaging &amp; Printing Group (IPG)</b>		<b>Range</b>
<b>Product Category/Family</b>		
<b>Supplies</b>	<b>% off US List Price</b>	<b>25% - 38%</b>
Laser Jet Supplies Family (5T)	38%	
InkJet Supplies Family (1N)	25%	
InkJet Media Supplies Family (AU)	27%	
<b>Printer Options &amp; Accessories</b>	<b>% off US List Price</b>	<b>27% - 29%</b>
Photo Printing & Accessories (C2)	27%	
LaserJet Paper Handling Accessories (MC)	28%	
LaserJet Networking & Accessories (6A)	29%	
Misc Printer Accessories (2A)	27%	
<b>Imaging &amp; Printing Software Solutions</b>	<b>% off US List Price</b>	<b>7% - 35%</b>
Exstream & Output Software and Support (EX)	35%	
Cloud Print License (3U)	15%	
Technology Solutions & Partners (2D)	15%	
<b>Care Pack Services</b>	<b>% off US List Price</b>	<b>20%</b>
HP Fixed Care Pack Services Family (R4/K4/R6)	20%	
<b>Maintenance &amp; Support Services</b>	<b>% off US List Price</b>	<b>0%</b>
Solution Service, Maintenance Support (2P)	7%	
Exstream/Output Software Maintenance & Support (PR)	0%	

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

<b>HP Enterprise Business (EB)</b>		<b>Range</b>
<b>Product Category/Family</b>		
<b>Industry Standard Servers (ISS)</b>	<b>% off US List Price</b>	<b>0% - 27%</b>
Entry Level Servers and Options (LA) - Microserver Family	0%	
Entry Level Servers and Options (LA) - HP ProLiant ML110, ML115, ML310 Server Families	20%	
Entry Level Servers and Options (LA) - HP ProLiant DL120, DL140, DL145, DL160, DL165, DL180, DL185, DL320 Server Families	20%	
Core Servers and Options (SY/SI) - HP ProLiant DL360, DL370, DL380, DL385, DL580, DL585, ML350, ML370, ML570 Server Families	27%	
Blade Servers and Options, other than Virtual Connect (MV) - HP ProLiant BL2XXc, BL4XXc, BL6XXc Blade Server Family	27%	
Blade Virtual Connect (UZ)	27%	
Blade Scaleable Datacenter Infrastructure (TN)	27%	
HP ProLiant Volume Software (4U) - ProLiant Essentials and VMWare	27%	
Operating System and OEM Software (SI/LA) (does not include non-discountable Microsoft SKU's) - MS Windows, Linux Red Hat, Linux SuSE, Novell OS Operating Systems	12%	
Non-Discountable (SMARTBUYS; Specials; Microsoft Reseller Options Kits, CAL Packs, and Academic Licenses)	0%	
<b>StorageWorks Division (SWD)</b>	<b>% off US List Price</b>	<b>0%-40%</b>
Entry NAS & All in One Storage - NAS DL 100, DL 380, DL 585, ML 110, ML 310, ML 350, ML 370, NAS Accessories, All in One Storage	20%	
MSA, Scaleable File Share Hardware	20%	

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

<b>HP Enterprise Business (EB)</b>		<b>Range</b>
<b>Product Category/Family</b>		
Blade System Storage Switches, Commercial Switches and Switch SW, Commercial Host Bus Adapters	20%	
Tape Drives and Accessories (DDS, DAT, SDLT, Ultrium)	20%	
MSL, Disk to Disk (D2D) Tape Libraries	20%	
Virtual Arrays, DS Arrays - Ultra SCSI	20%	
Power Cords & Accessories	20%	
Storage Media Products	30%	
EVA 4100/6x00	35%	
EVA 8x00, Cabinets & Accessories, Disk Drives	35%	
EVA 4400, 6400, 8400 Hardware / Software Products	35%	
LeftHand Networks (LHN) Hardware Products	22%	
LeftHand Networks (LHN) Software Products	22%	
Clustered Gateway, WAN Accelerator	35%	
HP 3PAR Storage Solutions	35%	
Enterprise Switches - B Series, C Series, M Series, B & M Series Switch SW, Host Bus Adapters	35%	
EML, ESL and VLS Tape Libraries	35%	
XP Software - 12000, 10000, 1024/128, 512/48	40%	
XP Arrays - 12000, 10000, 1024/128	40%	
XP Array Upgrades - 12000, 10000, 1024/128, 512/48/256	40%	
XP 20000/24000 Software	35%	
XP 20000/24000 Hardware	35%	
XP 20000/24000 Upgrades	35%	
Storage Mirroring, Virtual Replicator, Secure Path Workgroup Edition, Scaleable File Share	30%	
HP ExDS9100	30%	

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

<b>HP Enterprise Business (EB)</b>		<b>Range</b>
<b>Product Category/Family</b>		
OV SOM, Business Copy & Continuous Access EVA SW, HSG80 SW, Secure Path, OV SAM, Scaleable File Share, PolyServe	30%	
SWD SMARTBUYS	0%	
<b>ISS &amp; SWD Shared Options</b>	<b>% off US List Price</b>	<b>20%</b>
Selected HP Rack & Power - Related Products - HP G2 Universal Rack Products; HP R3000 / R5500 Rack UPS Products	20%	
Selected HP Infiniband Products	20%	
Selected MSA Products - Selected MSA 20, 30, 500 Products	20%	
Selected MSA Related Options - Selected MSA 20, 30, 500 Options	20%	
<b>Business Critical Servers (BCS) <sup>1</sup></b>		
<b>HP Entry Level Servers -- Integrity Products &amp; Cross Entry Level Integrity Accessories</b>	<b>% off US List Price</b>	<b>10%-15%</b>
rx16x0 & Integrity Entry Level Accessories - rx1620 Family, CPU, Rack, Memory, Disks	10%	
rx26x0 / rx36x0 & Related Accessories - rx2600, rx2620, rx2660 & rx3600 servers, CPU, I/O Pwrsply, Rack, Memory	15%	
rx46x0 / rx66x0 & Related Accessories - rx4640 & rx6600 servers, CPU, I/O, Rack Kits, Memory	15%	
Telco Blades Servers, Cables, Power, Rack, CPU, Disks, Memory	15%	
rx2800 servers, CPU, I/O, Rack Kits, Memory	15%	
<b>HP Entry Level Servers -- PA Products &amp; Cross Entry Level PA Accessories</b>	<b>% off US List Price</b>	<b>15%</b>
rp34x0 & PA Entry Level Accessories - HP 9000 Server - rp3440, rp3410, Memory, Disk, CPU	15%	

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

HP Enterprise Business (EB)		Range
Product Category/Family		
rp44x0 & Related Accessories - HP 9000 Server - rp4440, rp4410, Memory, CPU	15%	
<b>HP Cell Based Mid Range Servers -- Integrity Products &amp; Cross Mid Range Integrity Accessories</b>	<b>% off US List Price</b>	<b>38%-44%</b>
rx76x0 & Integrity Mid Range Accessories - rx7620, rx7640 Servers, midrange Integrity CPU, Rmkt	44%	
rx86x0 & Related Accessories - rx8620, rx8640 Servers, midrange Integrity CPU, Rmkt	44%	
Mid Range IA iCAP & Related Accessories - rx7620, rx7640, rx8620, rx8640 iCAP	44%	
SuperDome2 and Accessories	38%	
<b>HP Cell Based Mid Range Servers - PA Products &amp; Cross Mid Range PA Accessories</b>	<b>% off US List Price</b>	<b>44%</b>
rp7420 & PA Mid Range Accessories - HP 9000 Server, rp7420 , rp7440 server, midrange PA CPU, Rmkt	44%	
rp8420 & Related Accessories - HP9000 Server, rp8420, rp8440 servers, midrange PA CPU, Rmkt	44%	
Mid Range PA iCAP & Related Accessories - rp7420, rp7440, rp8420, rp8440 iCAP	44%	
Legacy rp74xx / 84xx & Related Accessories (Upgrades & Re-marketed Products only) - Legacy rp74xx / 84xx & Related Accessories (Upgrades & Re-marketed Products Only)	44%	
<b>HP Cell Based High End Servers &amp; Cross High End PA &amp; IA Accessories -</b>	<b>% off US List Price</b>	<b>32%</b>
PA Superdome - PA RISC Superdome Accessories and CPU, Rmkt	32%	

**Appendix C  
to DIR Contract DIR-SDD-1364  
Texas Pricing and Product Index  
Dated: April 8, 2013**

<b>HP Enterprise Business (EB)</b>		<b>Range</b>
<b>Product Category/Family</b>		
IA Superdome & Cross PA / IA Superdome Accessories - Integrity Superdome Servers - Accessories: Misc, Power, Rack. Options: Chassis/Cabinet, CPU, Memory	32%	
Superdome iCAP & Related Accessories - Superdome iCAP and Accessories	32%	
<b>HP Server Operating Environments &amp; Layered Software</b>	<b>% off US List Price</b>	<b>15%-30%</b>
HP 9000 HP-UX PA Operating Environment - HP-UX OS running on HP 9000 and PA servers	30%	
Integrity HP-UX / OVMS Operating - HP-UX & OpenVMS running on Integrity servers	15%	
Environment - Software applications running on HP-UX OS	30%	
HP-UX Layered Software - Linux & Windows OS, Linux & Windows Layered Products	15%	
Linux & Windows Operating Environment - Software applications running on OVMS OS	15%	
<b>HP Cross Integrity / PA Accessory Products</b>	<b>% off US List Price</b>	<b>30%</b>
Miscellaneous Options & Accessory Products - PA & IA Accessories used cross servers lines - Hi/Hi	30%	
High - PA & IA Accessories used cross servers lines - Lo/Lo	30%	
<b>HP IA Blade Servers &amp; Accessories</b>	<b>% off US List Price</b>	<b>10%</b>
BL60p & Related Accessories - Blade P Class Integrity Servers and Accessories	10%	
BL860c, BL460c & Related Accessories - Blade C Class BL860c Integrity Servers, OE running on BL860c, BL460C, and Accessories	10%	

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

HP Enterprise Business (EB)		Range
Product Category/Family		
BL870c & Related Accessories - Blade C Class BL870c Integrity Servers and Accessories	10%	
Blade 890 i2 Servers	10%	
Blade i2 Family Accessories	10%	
<b>HP ProLiant DL785/980 Series</b>	<b>% off US List Price</b>	<b>27%</b>
ProLiant DL785 Server Family	27%	
ProLiant DL980 Server Family	27%	
<b>HP Opencall Software</b>	<b>% off US List Price</b>	<b>30%</b>
HP Opencall Products	30%	
<b>HP Care Pack ENHANCED Services <sup>1</sup></b>	<b>% off US List Price</b>	<b>20%</b>
Mission Critical & Proactive Environmental Support: Server & Storage-related Deployment Services	20%	
Technical Services (Assessments & Healthcheck Services) and Server Deployment Services: Data Security Assessment Services; Factory Express, CPU/Memory Installs, etc.	20%	
Basic Installation/Start-up Services HW only Installations, 32 to 64 upgrades, etc.	20%	
Specialized Services, Peripherals; Non-Discountable Services DVD Media; Manuals; Onsite OpenView Specialist Days, etc.	20%	
<sup>1</sup> <b>Note for BCS Product: 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.</b>		
<b>HP Software and Support (HPS&amp;S)</b>	<b>% off US List Price</b>	<b>20% - 30%</b>
HP Enterprise Software Licenses (BTO and IM)	30%	
HP Enterprise Software Support (1 <sup>st</sup> Year)	20%	
Autonomy - Promote (HP Company) – Software Licenses	30%	
Autonomy – Promote (HP Company) - Support	20%	

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

<b>HP Enterprise Business (EB)</b>		<b>Range</b>
<b>Product Category/Family</b>		
<b>HP Vertica Analytics Systems and Software</b>	<b>% off US List Price</b>	<b>30%</b>
HP Vertica V2400 Analytics Systems	30%	
HP Vertica Analytics Software	30%	
<b>HP ProCurve/Networking Products</b>	<b>% off US List Price</b>	<b>20%-34%</b>
HP ProCurve/Networking Products (6H, I5, I6, I7)	34%	
HP Care Pack Services for ProCurve/Networking Products	20%	
<b>Care Pack Services (Enterprise Business)</b>	<b>% off US List Price</b>	<b>20%</b>
HP Care Pack Services	20%	
<b>Hardware and Software Maintenance</b>	<b>% off US List Price</b>	<b>13% - 56%</b>
Intel-based (or equivalent) Hardware Maintenance	56%	
VAX Server Maintenance	56%	
Printer Maintenance	56%	
Business Critical Server Maintenance	26%	
Storage Maintenance	26%	
Software Maintenance	13%	
Multi-Vendor Hardware Maintenance	13%	
Networking Hardware Maintenance	18%	
<b>Additional Aggregate Pre-Pay Discounts <sup>2</sup></b>	<b>% off US List Price</b>	<b>4%-9%</b>
1 Year	4%	
2 Year	6%	
3 Year	9%	
<b><sup>2</sup> The Pre-Pay Period Discounts will be pro-rated for hardware or software added during an existing Service Agreement term</b>		
<b>Other Service Discounts</b>	<b>% off US List Price</b>	<b>10%-17%</b>
Education services	17%	
Technical per-event services	17%	
Integration services	10%	

**Appendix C  
to DIR Contract DIR-SDD-1364  
Texas Pricing and Product Index  
Dated: April 8, 2013**

<b>HP THIRD-PARTY SOLUTIONS (3PS)</b>		
<b>15% Off HP US List Price</b>		
<b>Miscellaneous</b>		
3D Labs	3Dconnexion	
<b>“A”</b>		
ABIT Computer	ALK Technologies	APG Cash Drawer
Absolute	Altec Lansing	Apricorn
ACP-EP Memory	Altiris	Ascend Communications
Adaptec	Aluratek	Asus
Addlogix	Alvarion	ATI Technologies
Adobe	AmbiCom	Atomic Learning
ADS	Anthro Corporation	Attachmate
Advanced Merchant So	Anycom	Audiovox
Ai Squared	AOpen America	AVerMedia
Alacritech	APC	Avocent
Alera Technologies	Apex	AXXON
		Axxon Computer
<b>“B”</b>		
Barco	Belkin	BlueCoat Systems
Battery Technology	Best Data Products	Brooktrout
Behringer	BFG Technologies	BUSlink
<b>“C”</b>		
Cables-To-Go	Colorgraphic	Creative Labs
Case Logic	Computer Associates	Crucial
CaseAce Products	Connectix	Crucial Memory
Cherry Keyboards	Connector Resources	CRU-DataPort
Cingular Wireless	Contour Design	Cybernetics
CMS Products	Corel	Cybex
Coby	Count Me In	Cyclone Products
CODi	Coyote Point Systems	
<b>“D”</b>		
Datalink, Corp.	Designer Appliances	Diskeeper Corporation
Datamation Systems	Diamond Multimedia	Double Take
Dazzle Multimedia	Digi	DyKnow
Denali Advanced Integration	Digital	DYMO
<b>“E”</b>		
ECOPY INC	Elo TouchSystems	Ergotron

**Appendix C  
to DIR Contract DIR-SDD-1364  
Texas Pricing and Product Index  
Dated: April 8, 2013**

<b>HP THIRD-PARTY SOLUTIONS (3PS)</b>		
<b>15% Off HP US List Price</b>		
EDGE Tech	Enfora	EVGA
Egan TeamBoard	Equinox	Exabyte
Ego Systems	Ergonomic Concepts	Extended Systems
eInstuction		
<b>“F”</b>		
F5 Networks	Flo Healthcare	FrogPad
FingerWorks	Focus Enhancements	Frontrange
<b>“G”</b>		
Garmin	GETAC	Goldmine
General Dynamics Itronix	Global Wireless Data	Goldtouch
<b>“H”</b>		
Hammer Storage	Harman Multimedia	Howard Medical
Handango	Hauppauge	HP GPS Singapore
Handmark	Honeywell Metrologic	Humanscale
<b>“I”</b>		
I.R.I.S.	iGo	Initial Technology
I/OMagic	Imation	Innovation First
Ideazon	Industrial Electronic Engineers	Interlink Electronics
Identix	InfoCase	Intuit
		I-Rocks USA
<b>“J”</b>		
JASC Software		
<b>“K”</b>		
Kanguru Solutions	Kingston	Koss
Key Tronic	Klipsch	Kworld
Keybowl		
<b>“L”</b>		
Landware	Liant Software	Linkspoint
Laplink	LifeView	Lite-On IT
Lapworks, Inc.	Lifeview, Inc.	Logitech
Lenovo US	Lind Electronics	LSI Logic
Level 9	Lindo Systems	LTB & Hamilton Electronics
<b>“M”</b>		
Mach Speed Technologies	Man & Machine	Micron

**Appendix C  
to DIR Contract DIR-SDD-1364  
Texas Pricing and Product Index  
Dated: April 8, 2013**

<b>HP THIRD-PARTY SOLUTIONS (3PS)</b>		
<b>15% Off HP US List Price</b>		
Macromedia	Margi Systems	Mintek Digital
Macsense Connectivity	MASS Multiples	Motion Computing
Madge	Matias Products	M-S Cash Drawer
Magellan Navigation	Maxell	MSI Computer / NVIDIA
Magma	Maxtor	MultiTech Systems
Magnavox	McAfee	Mettler-Toledo
MagTek	Memorex	
<b>“N”</b>		
Navman	Newton Peripherals	Norazza
NDS Surgical Imaging	Noble Locks	Norcent Technology
Neat Company	Noble Security	Nuance
<b>“O”</b>		
OnClick	Orion America	OtterBox
Optiarc		
<b>“P”</b>		
Pantone	Plasmon	Preh Electronics
Partner Tech USA	PNY	Promise Technology
PC Distributing	Pocket Real Estate	Proscan
PDI Communication Systems	Port	Protect Computer Products
Peerless Industries	PowerFile	Proview
Planar	PQI	Proview Monitors
Planon System Solutions	Praim	Proxim / ORiNOCO
		Pyle Audio
<b>“Q”</b>		
QLogic	Quadrox	
<b>“R”</b>		
Radian	Riverbed Technologies	Rocstor
Red Hat Software	Riverdeep	Rutishauser
Rhinoskin	Riverside Technologies	
<b>“S”</b>		
Sakar	Siemens	SOYO Group
Samsonite	SIIG	StarTech
Samsung	SimpleTech	Stay Online
SanDisk	Skinit	SteelEye Technology
Scan Source	SmartDisk	StorCase Technology, Inc.

**Appendix C  
to DIR Contract DIR-SDD-1364  
Texas Pricing and Product Index  
Dated: April 8, 2013**

<b>HP THIRD-PARTY SOLUTIONS (3PS)</b>		
<b>15% Off HP US List Price</b>		
ScanSoft	SmartSound	Sweeney Fabrication
Seagate	Socket Communications	Sylvania
SEAL	Software Services	Symantec
Seal Graphics	Southern Software	Syntax-Brilliant
Semtek		
<b>“T”</b>		
TallyGenicom	Texas Memory Systems	Tripp Lite
Tapeware	Tidalwire	Tropos Networks
Targus	TRANE	Troy Group
TDK Systems	Travelpro	TypeHaus
TEAC	TRENDnet	
Teamboard	Trendware	
<b>“U”</b>		
U.S. MODULAR	Umax	US Robotics
Ulead	Unotron	
<b>“V”</b>		
Valence	Verdeim	VisionTek
Veo	ViewSonic	Vizio
Verbatim	Village Tronic	
<b>“W”</b>		
Wacom	WatchGuard Technologies	Westinghouse Digital
Wacom Technology	Western Blue Corporation (d/b/a NWN Corporation)	WiLife
Wasp Bar Code	Western Digital	Wren Associates
<b>“X”</b>		
Xandros	XFX	Xplore Technologies
Xantrex Technology	XGI Technology	XTend
<b>“Y”</b>		
Yamaha		
<b>“Z”</b>		
Zoom		

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

<b>HP Enterprise Business (EB) Standard Configuration #1</b>			
<b>Product Number</b>	<b>HP ProLiant BL465c G8 Server Blade</b>	<b>Quantity</b>	<b>Price</b>
634975-B21	HP ProLiant BL465c Gen8 Server Blade	1	<b>\$3,922.48</b>
660079-L21	8-Core AMD OpteronT Processor Model 6212 (2.6GHz, 115W)	1	
660079-B21	8-Core AMD OpteronT Processor Model 6212 (2.6GHz, 115W)	1	
647869-8GB	HP 8GB 2x4GB 1Rankx4 PC3U-10600R-9 - Ultra Low Voltage Memory	2	
652564-B21	HP 300GB 6G SAS 10K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive	2	
651281-B21	HP Fibre Channel 8Gb QMH2572 Adapter	1	
684211-B21	HP Flex-10 10Gb 2P 530FLB Adapter	1	
UK065E	HP Care Pack 3-year, 4-hour, 13x5 BL4xxc Server Blade Hardware Support - electronic	1	
UE493E	HP Care Pack installation c-Class server blade - electronic	1	

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

<b>HP Enterprise Business (EB) Standard Configuration #2</b>			
<b>Product Number</b>	<b>HP ProLiant DL380 G8 Server (Rack)</b>	<b>Quantity</b>	<b>Price</b>
653200-B21	HP ProLiant DL380p Gen8 Server	1	\$4,438.16
662252-L21	Intel® Xeon® E5-2609 (2.40GHz/4-core/80W)	1	
662252-B21	Intel® Xeon® E5-2609 (2.40GHz/4-core/80W)	1	
647895-B21	HP 4GB (1x4GB) Single Rank x4 PC3-12800R (DDR3-1600) Registered CAS-11 Memory	4	
652564-B21	HP 300GB 6G SAS 10K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive	2	
661069-B21	HP 512MB FBWC for P-Series Smart Array	1	
652232-B21	HP Slim 12.7mm SATA DVD Optical Drive	1	
684208-B21	HP Ethernet 1GbE 4-port 331FLR Adapter	1	
512327-B21	2 HP 750W Common Slot Gold Hot Plug Power Supplies	2	
663478-B21	HP 2U SFF Gen8 Rail Kit	1	
U4544E	HP Care Pack, 3 Years, 4 Hours, 13x5, Hardware, ProLiant DL380	1	
U4554E	HP Care Pack, Install HP ProLiant DL38x	1	

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

<b>HP Enterprise Business (EB) Standard Configuration #3</b>			
<b>Product Number</b>	<b>HP ProLiant DL385G8 Server (Rack)</b>	<b>Quantity</b>	<b>Price</b>
653203-B21	HP ProLiant DL385p Gen8 Server	1	\$4,118.84
654720-L21	8-Core AMD OpteronT Processor Model 6212 (2.6GHz, 115W)	1	
654720-B21	8-Core AMD OpteronT Processor Model 6212 (2.6GHz, 115W)	1	
647895-B21	HP 4GB (1x4GB) Single Rank x4 PC3-12800R (DDR3-1600) Registered CAS-11 Memory	4	
652564-B21	HP 300GB 6G SAS 10K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive	2	
661069-B21	HP 512MB FBWC for P-Series Smart Array	1	
652235-B21	HP Slim 12.7mm SATA DVD-RW Optical Drive	1	
684208-B21	HP Ethernet 1GbE 4-port 331FLR Adapter	1	
512327-B21	2 HP 750W Common Slot Gold Hot Plug Power Supplies	2	
663478-B21	HP 2U SFF Gen8 Rail Kit	1	
U4544E	HP Care Pack, 3 Years, 4 Hours, 13x5, Hardware, ProLiant DL380	1	
U4554E	HP Care Pack, Install HP ProLiant DL38x	1	

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

<b>HP Enterprise Business (EB) Medical Archiving Solution (MAS)</b>			
<b>Product Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Price</b>
392369-001	HP MAS WAN Connectivity Kit	1	\$7,800
AG769A	HP Med Arch Sol Cabinet Conn Kit	1	\$6,600
HA110A3#9RE	HP 3y Support Plus 24 SVC (AG769A)	1	\$5,888
AJ771B	HP MAS V4.3 WAN Gigabit Connectivity Kit	1	\$4,800
HA110A3#QGU	HP 3y Support Plus 24 SVC (AJ771B)	1	\$4,852
AP733A	HP MAS V4 Admin / Gateway Node	1	\$7,740
HA110A3#1G9	HP 3y Support Plus 24 SVC (AP733A)	1	\$2,262
AP734A	HP MAS V4 GN2000 Gateway Node	1	\$6,900
HA110A3#1GG	HP 3y Support Plus 24 SVC (AP734A)	1	\$2,128
AP735A	HP MAS V4 Control Node	1	\$7,200
HA110A3#1JA	HP 3y Support Plus 24 SVC (AP735A)	1	\$2,173
AP736A	HP MAS V4 Base Storage Node 0 TB	1	\$7,320
HA110A3#1J2	HP 3y Support Plus 24 SVC (AP736A)	1	\$2,218
AP737A	HP MAS V4 SAS MDL 4 TB Capacity Kit	1	\$5,100
HA110A3#1J3	HP 3y Support Plus 24 SVC (AP737A)	1	\$988
AP738A	HP MAS V4 SAS ENT 2.25 TB Capacity Kit	1	\$4,800
HA110A3#1J4	HP 3y Support Plus 24 SVC (AP738A)	1	\$944
AP739A	HP MAS V4 Base Ctrl Storage Node 0 TB	1	\$0
AP739A#101	HP MAS V4 Ctrl Storage 4TB SAS MDL Node	1	\$14,400
HA110A3#1J7	HP 3y Support Plus 24 SVC (AP739A#101)	1	\$3,566
AP739A	HP MAS V4 Base Ctrl Storage Node 0 TB	1	\$0
AP739A#102	HP MAS V4 Ctrl Storage 8TB SAS MDL Node	1	\$18,300
HA110A3#1J8	HP 3y Support Plus 24 SVC (AP739A#102)	1	\$4,330
AP739A	HP MAS V4 Base Ctrl Storage Node 0 TB	1	\$0
AP739A#201	HP MAS V4 Ctrl Stor 3.6TB SAS ENT Node	1	\$21,000
HA110A3#1J9	HP 3y Support Plus 24 SVC (AP739A#201)	1	\$4,824

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

<b>HP Enterprise Business (EB) Medical Archiving Solution (MAS)</b>			
<b>Product Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Price</b>
AP740A	HP MAS V4 Foundation Node 3TB	1	\$9,600
HA110A3#1G6	HP 3y Support Plus 24 SVC (AP740A)	1	\$2,622
AP742A	HP MAS V4 Console Bundle	1	\$4,800
HA110A3#1G7	HP 3y Support Plus 24 SVC (AP742A)	1	\$0
AP743A	HP MAS V4 Network Bundle	1	\$4,800
HA110A3#1G8	HP 3y Support Plus 24 SVC (AP743A)	1	\$2,159
BV923A	HP MAS V4.3 Virtualization Server	1	\$10,500
HA110A3#1SB	HP 3y Support Plus 24 SVC (BV923A)	1	\$5,851
BV925A	HP MAS V4.2 SAN Storage Node	1	\$18,000
HA110A3#1SD	HP 3y Support Plus 24 SVC (BV925A)	1	\$6,774
BV926A	HP MAS V4.2 SAN Ctrl Storage Node	1	\$23,100
HA110A3#1SE	HP 3y Support Plus 24 SVC (BV926A)	1	\$7,763
BV927A	HP MAS V4.2 Storage Expansion Shelf 0 TB	1	\$4,140
HA110A3#WVZ	HP 3y Support Plus 24 SVC (BV927A)	1	\$2,164
BV928A	HP MAS V4.2 SAS MDL 8 TB Capacity Kit	1	\$7,200
HA110A3#WVX	HP 3y Support Plus 24 SVC (BV928A)	1	\$2,164
BV929A	HP MAS V4.2 SAS ENT 3 TB Capacity Kit	1	\$6,000
HA110A3#WVY	HP 3y Support Plus 24 SVC (BV929A)	1	\$2,164
BV930B	HP MAS V4.3 SW Media	1	\$87

**Appendix C**  
**to DIR Contract DIR-SDD-1364**  
**Texas Pricing and Product Index**  
**Dated: April 8, 2013**

<b>Texas DIR Desktop Standards: Elite 6300 Desktop</b>			
<b>Product Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Price</b>
B9C31AW#ABA	HP 6300P SFF i53570 500G 4.0G 28 PC Intel Core i5-3570, 500GB HDD 7200 SATA, DVD+/-RW, 4GB DDR3-1600(dl ch), Win 7 Pro 64-bit, No MS, 3-3-3 Wty	1	\$732.84
B9C34AW#ABA	HP 6300P MT i53570 500G 4.0G 28 PC Intel Core i5-3570, 500GB HDD 7200 SATA, DVD+/-RW, 4GB DDR3-1600(dl ch), Win 7 Pro 64-bit, No MS, 3-3-3 Wty	1	\$742.76

<b>Texas DIR Desktop Standards: Elite 8300 Desktop</b>			
<b>Product Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Price</b>
B9C43AW#ABA	HP 8300E SFF i53570 500G 4.0G 28 PC Intel Core i5-3570, 500GB HDD 7200 SATA, DVD+/-RW, 4GB PC3-10600(dl ch), Win 7 Pro 64-bit, No MS, 3-3-3 Wty	1	\$726.64
B9C45AW#ABA	HP 8300E CMT i53570 500G 4.0G 28 PC Intel Core i5-3570, 500GB HDD 7200 SATA, DVD+/-RW, 4GB PC3-10600(dl ch), Win 7 Pro 64-bit, No MS, 3-3-3 Wty	1	\$748.96

<b>Texas DIR Notebook Standards: 6570b Notebook</b>			
<b>Product Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Price</b>
B5W82AW#ABA	HP ProBook 6470b i5-3320M 14 4GB/500 PC Core i5-3320M, 14.0 HD AG LED SVA, UMA, Webcam, 4GB DDR3 RAM, 500GB HDD, DVD+/-RW, 802.11a/b/g/n I2, BT, 6C Battery, FPR, LOC W7PRO64 OFFICE, 3yr Warranty	1	\$990.93
B5V81AW#ABA	HP ProBook 6570b i5-3320M 15 4GB/500 PC Core i5-3320M, 15.6 HD AG LED SVA, UMA, Webcam, 4GB DDR3 RAM, 500GB HDD, DVD+/-RW, 802.11a/b/g/n I2, BT, 6C Battery, FPR, LOC W7PRO64 OFFICE, 3yr Warranty	1	\$990.93