TEXAS DEPARTMENT OF INFORMATION RESOURCES

P.O. Box 13564 ◆ Austin, TX 78711-3564 ◆ www.dir.texas.gov
Tel: (512) 475-4700 ◆ Fax: (512) 475-4759

December 28, 2017

STACEY NAPIER
Executive Director

— ◆ —

DIR BOARD OF DIRECTORS

— ◆ —

CHARLES BACARISSE

STUART A. BERNSTEIN

BEN GATZKE

JEFFREY TAYON

RIGOBERTO "RIGO" VILLARREAL

BRYAN COLLIER
Ex Officio

MELODY PARRISH
Ex Officio

GEORGE RIOS
Ex Officio

Mr. David Leichner
Unisys Corporation
801 Lakeview Drive
Blue Bell, PA 19422
Email: david.Leichner@unisys.com

Dear Mr. Leichner:

Enclosed please find the executed DIR Contract No. DIR-TSO-3949 for Regulatory Software and Related Services.

If you have any questions or need additional information, please contact me at (512) 936-1775 or Linda.Hart@dir.texas.gov.

Respectfully,

DocuSigned by:

Linda Hart

A28A293A5782436

Linda Hart, CTPM, CTCM
Contract Manager
Technology Sourcing Office
Texas Department of Information Resources

Cc: John Dean Holliday, john.holliday@unisys.com

Visit www.Texas.gov, the Official Website of the State of Texas

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Unisys Corporation

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 15th Street, Suite 1300, Austin, Texas 78701, and Unisys Corporation (hereinafter "Vendor"), with its principal place of business at 801 Lakeview Drive, Suite 100, Blue Bell, Pennsylvania 19422.

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-263 on November 22, 2016, for Regulatory Software and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-263 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence
For purchase transactions under this Contract, the order of precedence shall be as follows: 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, Software License Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-263, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-263, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, 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, the contract will renew

automatically in one-year increments for three additional years under the same terms and conditions unless either party provides notice to the other party sixty (60) days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3.   Product and Service Offerings

A. Products
Products available under this Contract are limited to Regulatory Software and Services as specified in Appendix C, Pricing 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 Related Regulatory Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

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

5.   DIR Administrative Fee
A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%) Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated 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:
Kelly Parker, CTPM, CTCM
Director, Cooperative Contracts

Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
John Dean Holliday
Unisys Corporation
801 Lakeview Drive, Suite 100
Blue Bell, Pennsylvania 19422.
Phone: (512) 705-3847
Email: john.holliday@unisys.com

7.   **Software License Agreement**

A. Software License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the AMANDA Software License Agreement (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 D; provided however, that a Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. If requested, Order Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

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

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the**

reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.

C. **Conflicting or Additional Terms**

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

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

A. **Section 3. Definitions, B. Compliance Check** is hereby replaced in its entirety:
   B. Compliance Check - An audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit Department, or DIR contract management staff or their designees, subject to Vendor confidentiality and site security policies, procedures and practices: provided, however, that Vendor's policies must not prevent the audit from being performed in a complete and timely manner.

B. **Section 5. Intellectual Property Matters** is hereby replaced in its entirety:

   Absent a written amendment to this Contract, no customization services are included or contemplated or permitted under this Contract. Therefore, this Section 5 concerning Intellectual Property Matters is unnecessary and is deleted.

   Vendor and Customers may contract for installation of standard equipment and products, training, imaging and tagging of inventory, and Technology Services without an amendment to this Contract.

   If Customer and Vendor desire to contract for other terms and conditions that are acceptable to Customer and Vendor, they must do so in a statement of work separate from this Contract.

C. **Section 7. Contract Fullfillment and Promotion, A. Service, Sales and Support of the Contract** is hereby replaced in its entirety:

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

D. **Section 10. Vendor Responsibilities, A. Indemnification, 2) Acts or Ommissions** is hereby replaced in its entirety:

   2) ACTS OR OMMISSIONS
   Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS, AND ALL RELATED COSTS, REASONABLE ATTORNEY FEES, AND EXPENSES from and against all third-party claims, actions, suits demands, proceedings, costs, damages, and liabilities, including reasonable attorney's fees, for injury to persons (including death) or damage to tangible property (but not loss or damage to information or data) to the extent caused by the 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 DEFENDENTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM

E. **Section 10.N Vendor Responsibilities, N. Required Insurance Coverage** is hereby replaced in its entirety:

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage to the extent of the liabilities assumed by Vendor as set forth in this Contract, unless otherwise expressly agreed in writing by the parties. 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 $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;

b) Independent Contractor coverage;

c) State of Texas, DIR and Customer listed as an additional insured to the extent of the liabilities assumed by Vendor as set forth in this Contract, unless otherwise expressly agreed in writing by the parties; and

d) Waiver of Subrogationto the extent of the liabilities assumed by Vendor as set forth in this Contract, unless otherwise expressly agreed in writing by the parties.

2) Workers' Compensation Insurance

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

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation; and

b) Additional Insured

F. **Section 11. Contract Enforcement, C. Force Majeure** is hereby replaced in its entirety:

C. Force Majeure

DIR, Customer, or Order Fulfiller will 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 for convenience 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 as a result of a Force Majeure Event.

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

Unisys Corporation

DocuSigned by:
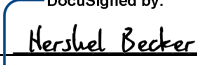
Authorized By: *David Leichner*
30E08E60B3EA489...

Name: David Leichner

Title: VP Public Sector US&C

Date: 12/13/2017 | 2:19 PM CST
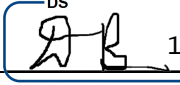
The State of Texas, acting by and through the Department of Information Resources

DocuSigned by:

Authorized By: *Hershel Becker*
7F04C0B913D547B...

Name: _ Hershel Becker

Title: __Chief Procurement Officer_____ ___

Date: 12/22/2017 | 3:37 PM CST

Office of General Counsel: DS 12/22/2017 | 11:40 AM CST

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

Table of Contents

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

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**
      Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
      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**
      Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
      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, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

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

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

management staff or their designees.

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

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

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

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

G. **Purchase Order** - 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 conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

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

C. Invalid Term or Condition

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

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

parties or circumstances shall remain valid and in full force and effect.

D. Assignment

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

E. Survival

All applicable 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 Vendor or Order Fulfiller shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

F. Choice of Law

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

G. Limitation of Authority

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

H. Proof of Financial Stability

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

5. Intellectual Property Matters

A. Definitions

1)" Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations,

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

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

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

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

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon

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

C. Further Actions.

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

D. Waiver of Moral Rights.

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

E. Confidentiality.

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

F. Injunctive Relief.

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

G. Return of Materials Pertaining to Work Product.

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

H. Vendor License to Use.

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

I. Third-Party Underlying and Derivative Works.

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

J. Agreement with Subcontracts.

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

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and

prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

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.

6.   Product Terms and Conditions
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

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

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

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

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services 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 6.B.

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

E. Internet Access to Contract and Pricing Information

1) Vendor Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the products and services awarded;

b) description of product and service awarded

c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;

d) discount percentage (%) off MSRP or List Price;

e) designated Order Fulfillers;

f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;

g) instructions for obtaining quotes and placing Purchase Orders;

h) warranty policies;

i) return policies;

j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

k) a link to the DIR "Cooperative Contracts" webpage; and

l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

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) Webpage Compliance Checks

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

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

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

6) Responsibility for Content

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

F.   DIR Logo

Vendor and 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

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's 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' 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 no more than two 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

Within 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 to include reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J.   Performance Review Meetings

DIR may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. 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 description, list price and price to Customer under the Contract.

8.   Pricing, Purchase Orders, Invoices, and Payments
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A.   Manufacturer's Suggested Retail Price (MSRP) or List Price
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

B.   Customer Discount
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

C.   Customer Price
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

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

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

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

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

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

D. Shipping and Handling Fees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

E. Tax-Exempt

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

G. Changes to Prices

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

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller.

Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or 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 Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

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.

3) The administrative fee as set forth in the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
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) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Manager will be posted on the Internet website designated for the Contract.

1) State Contract Manager
DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's compliance with the terms and conditions of the Contract, ii) periodic verification of product pricing, and iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager
Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute

resolution between 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 Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Vendor and 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. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), 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. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

3) Historically Underutilized Businesses Subcontract Reports

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

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

4) DIR Administrative Fee

a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) DIR may change the amount of the administrative fee upon thirty (30) calendar days

written notice to Vendor without the need for a formal contract amendment.

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

5) Accurate and Timely Submission of Reports

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

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

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

C. Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

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

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) 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, MSRP or list price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books,

documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to 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) Prior to 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 Cooperative Contracts E-Mail Box information.

10. Vendor Responsibilities
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

A. Indemnification

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

2) ACTS OR OMISSIONS
Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or

performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) **INFRINGEMENTS**

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

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

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

4) **PROPERTY DAMAGE**

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

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

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

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

(i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to

receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control;

(ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) 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;

(xii) agree 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;

(xiii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xiv) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xv) under Section 2155.006, and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;

(xvi) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xvii) represent and warrant that the Customer's payment and their receipt of

appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and

(xviii) to the extent applicable to this scope of this contract, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services listed in Appendix C of this contract; and

(xix) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

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

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Order Fulfiller shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of

its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Certification Statement of Exhibit A to the RFO and/or Section 10.C. (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 the Customer.. 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

L. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

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

1) Commercial General Liability

Commercial General Liability must include $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured; and
d) Waiver of Subrogation

2) Workers' Compensation Insurance

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

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

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

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security¹s E-Verify system to determine the eligibility of:

• all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and

- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

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

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

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Requirements
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

11. Contract Enforcement
 Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7
1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

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

b) Termination for Non-Appropriation by DIR

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

2) Absolute Right
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

3) Termination for Convenience

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

4) Termination for Cause

a) Contract

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

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas

Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party ten (10) 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. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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.

7) Vendor or Order Fulfiller Rights Under Termination
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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.

12.   **Notification**

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

 A. Notices

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

B. Handling of Written Complaints

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

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

13.   **Captions**

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Rev. 10/16

HUB Subcontracting Plan (HSP)
QUICK CHECKLIST

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

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

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

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ◉ Section 1 - Respondent and Requisition Information
- ◉ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ◉ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ◉ Section 2 c. - No
- ◉ Section 2 d. - Yes
- ◉ Section 4 - Affirmation
- ◉ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

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

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**

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

---

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

HUB Subcontracting Plan (HSP)

Rev. 10/16

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,*
- *32.9 percent for all special trade construction contracts,*
- *23.7 percent for professional services contracts,*
- *26.0 percent for all other services contracts, and*
- *21.1 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 the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Unisys Corporation

State of Texas VID #: 138-038-7840-705

Point of Contact: Jake Adams, Sr. Sales Executive

Phone #: 512.632.9295

E-mail Address: Jake.Adams@unisys.com

Fax #:

b. Is your company a State of Texas certified HUB? ☐ - Yes   ☐ - No

c. Requisition #: **DIR-TSO-TMP-263**

Bid Open Date: 11/22/2016
(mm/dd/yyyy)

1

Enter your company's name here: **Unisys Corporation**   Requisition #: **DIR-TSO-TMP-263**

SECTION 2: RESPONDENT's 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 contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "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 <u>any</u> portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (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 <u>**do not**</u> have a <u>**continuous contract**</u>* in place for <u>**more than five (5) years**</u>.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u>* in place for <u>more than five (5) years</u>.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	AMANDA software & related services (ex:planning, design, configuration, application mgd svcs)	26 %	%	10 %
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	26 %	%	10 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

c. Check the appropriate box (Yes or No) that indicates whether you will be using <u>**only**</u> Texas certified HUBs to perform <u>**all**</u> 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 <u>**each**</u> 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 <u>**with Texas certified HUBs**</u> with which you <u>**do not**</u> have a <u>**continuous contract**</u>* in place with for <u>**more than five (5) years**</u>, <u>**meets or exceeds**</u> 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 <u>**each**</u> 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 <u>**each**</u> of the subcontracting opportunities you listed.)

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

Enter your company's name here: Unisys Corporation   Requisition #: **DIR-TSO-TMP-263**

SECTION 2: **RESPONDENT's SUBCONTRACTING INTENTIONS** (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing 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 **do not** have a <u>continuous contract</u>* in place for <u>more than five (5) years</u>.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u>* in place for <u>more than five (5) years</u>.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		**%**	**%**	**%**

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

Enter your company's name here: Unisys Corporation   Requisition #: **DIR-TSO-TMP-263**

SECTION 3: **SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

.

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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.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	David Leichner	VP, Public Sector	12/19/2016
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.

3

HSP Good Faith Effort - Method A (Attachment A)

Rev. 10/16

Enter your company's name here:	Unisys Corporation	Requisition #:	**DIR-TSO-TMP-263**

IMPORTANT: If you responded "*Yes*" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for <u>each</u> 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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

---

SECTION A-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 the attachment.

Item Number: __1__   Description: AMANDA software and related services (ex:planning, design, configuration, application mgd svcs)

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB		Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
SOAL Technology	☑ - Yes	☐ - No	1271058277100	$ 910,000	26 %
CSDC	☐ - Yes	☑ - No	43-1843072	$ 350,000	10 %
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to <u>all</u> 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 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 <u>no later than ten (10) working days</u> after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here:	Unisys Corporation	Requisition #:	**DIR-TSO-TMP-263**

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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

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 the attachment.

Item Number: _____   Description: _____

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*, 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 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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and 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 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 you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. 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 Texas Vendor Identification (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	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?	
			☐ - Yes	☐ - No
			☐ - Yes	☐ - No
			☐ - Yes	☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more 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 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 https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) 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.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?	
		☐ - Yes	☐ - No
		☐ - Yes	☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont. Rev.10/16

Enter your company's name here:	Unisys Corporation	Requisition #:	**DIR-TSO-TMP-263**

SECTION B-4: SUBCONTRACTOR SELECTION

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 the attachment.

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

Item Number: _____   Description: _____

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 Texas Vendor Identification (VID) Number or federal Emploiyer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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):

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.

HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least <u>three (3)</u> Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs <u>at least seven (7) working days</u> to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, <u>at least seven (7) working days</u> prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to <u>two (2)</u> or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name:	Unisys Corporation	State of Texas VID #:	138-038-7840-705
Point-of-Contact:	Jake Adams, Sr. Sales Executive	Phone #:	512.632.9295
E-mail Address:	Jake.Adams@unisys.com	Fax #:	

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name:			
Point-of-Contact:		Phone #:	
Requisition #:		Bid Open Date:	11/22/2016
			(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

   If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

   we must receive your bid response no later than _____ on _____ .
   Central Time   Date (mm/dd/yyyy)

   In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

   (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 trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

DIR-TSO-TMP-263

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

* DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.					
For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)					
Regulatory Compliance Software Products					
PRODUCT MANUFACTURER/ BRAND	**PRODUCT DESCRIPTION**	**Part Number**	**MSRP COST EACH/Per Unit**	**Revised Discount % off MSRP**	*** DIR Customer Price EACH/Per Unit**
AMANDA Software (PERPETUAL)					
CSDC SYSTEMS	CSDC AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (1st to 5th user - per user)	AMNDA-U15	$5,750.00	31.00%	$3,997.26
CSDC SYSTEMS	CSDC AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (6th to 20th user - per user)	AMNDA-U620	$5,117.50	31.00%	$3,557.56
CSDC SYSTEMS	CSDC AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (21st to 45th user - per user)	AMNDA-U2145	$4,140.00	31.00%	$2,878.02
CSDC SYSTEMS	CSDC AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (46th to 100th user - per user)	AMNDA-U46100	$3,335.00	31.00%	$2,318.41

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	CSDC AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (101st to 200th user - per user)	AMNDA-U101200	$2,760.00	44.00%	$1,557.19
CSDC SYSTEMS	CSDC AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (201st to 500th user - per user)	AMNDA-U201500	$2,242.50	53.00%	$1,061.88
CSDC SYSTEMS	CSDC AMANDA concurrent user Row Level Security License. (1st to 5th user - per user)	AMNDA-URLS15	$287.50	10.00%	$260.69
CSDC SYSTEMS	CSDC AMANDA concurrent user Row Level Security License. (6th to 20th user - per user)	AMNDA-URLS620	$255.88	10.00%	$232.01
CSDC SYSTEMS	CSDC AMANDA concurrent user Row Level Security License. (21st to 45th user - per user)	AMNDA-URLS2145	$207.00	10.00%	$187.70
CSDC SYSTEMS	CSDC AMANDA concurrent user Row Level Security License. (46th to 100th user - per user)	AMNDA-URLS46100	$166.75	10.00%	$151.20
CSDC SYSTEMS	CSDC AMANDA concurrent user Row Level Security License. (101st to 200th user - per user)	AMNDA-URLS101200	$138.00	10.00%	$125.13
CSDC SYSTEMS	CSDC AMANDA concurrent user Row Level Security License. (201st to 500th user - per user)	AMNDA-URLS201500	$112.13	10.00%	$101.67
CSDC SYSTEMS	CSDC AMANDA concurrent user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (1st to 5th user - per user)	AMNDA-UA15	$287.50	10.00%	$260.69
CSDC SYSTEMS	CSDC AMANDA concurrent user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (6th to 20th user - per user)	AMNDA-UA620	$255.88	10.00%	$232.01

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	CSDC AMANDA concurrent user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (21st to 45th user - per user)	AMNDA-UA2145	$207.00	10.00%	$187.70
CSDC SYSTEMS	CSDC AMANDA concurrent user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (46th to 100th user - per user)	AMNDA-UA46100	$166.75	10.00%	$151.20
CSDC SYSTEMS	CSDC AMANDA concurrent user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (101st to 200th user - per user)	AMNDA-UA101200	$138.00	10.00%	$125.13
CSDC SYSTEMS	CSDC AMANDA concurrent user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (201st to 500th user - per user)	AMNDA-UA201500	$112.13	10.00%	$101.67
CSDC SYSTEMS	CSDC AMANDA concurrent user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (1st to 5th user - per user)	AMNDA-UAA15	$862.50	2.00%	$851.59
CSDC SYSTEMS	CSDC AMANDA concurrent user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (6th to 20th user - per user)	AMNDA-UAA620	$767.63	2.00%	$757.91
CSDC SYSTEMS	CSDC AMANDA concurrent user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (21st to 45th user - per user)	AMNDA-UAA2145	$621.00	2.00%	$613.14
CSDC SYSTEMS	CSDC AMANDA concurrent user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (46th to 100th user - per user)	AMNDA-UAA46100	$500.25	2.00%	$493.92

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	CSDC AMANDA concurrent user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (101st to 200th user - per user)	AMNDA-UAA101200	$414.00	2.00%	$408.76
CSDC SYSTEMS	CSDC AMANDA concurrent user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (201st to 500th user - per user)	AMNDA-UAA201500	$336.38	2.00%	$332.12
CSDC SYSTEMS	CSDC AMANDA name user AMANDA Mobile License. (1st to 5th user - per user)	AMNDA-UM15	$1,840.00	10.00%	$1,668.42
CSDC SYSTEMS	CSDC AMANDA name user AMANDA Mobile License.(6th to 20th user - per user)	AMNDA-UM620	$1,692.80	10.00%	$1,534.95
CSDC SYSTEMS	CSDC AMANDA name user AMANDA Mobile License. (21st to 45th user - per user)	AMNDA-UM2145	$1,545.60	10.00%	$1,401.47
CSDC SYSTEMS	CSDC AMANDA name user AMANDA Mobile License. (46th to 100th user - per user)	AMNDA-UM46100	$1,398.40	10.00%	$1,268.00
CSDC SYSTEMS	CSDC AMANDA name user AMANDA Mobile License. (101st to 200th user - per user)	AMNDA-UM101200	$1,251.20	10.00%	$1,134.53
CSDC SYSTEMS	CSDC AMANDA name user AMANDA Mobile License. (201st to 500th user - per user)	AMNDA-UM201500	$1,085.60	10.00%	$984.37
CSDC SYSTEMS	CSDC AMANDA named user Routing and Navigation option for Mobile License	AMNDA-UMR	$104.65	2.00%	$103.33
CSDC SYSTEMS	CSDC AMANDA named user US map option for Mobile License	AMNDA-UMUSM	$57.50	2.00%	$56.77
CSDC SYSTEMS	CSDC AMANDA named user Canada map option for Mobile License	AMNDA-UMCM	$32.20	2.00%	$31.79
CSDC SYSTEMS	CSDC AMANDA named user iReview License (1st to 5th user - per user)	AMNDA-UIR15	$1,265.00	10.00%	$1,147.04
CSDC SYSTEMS	CSDC AMANDA named user iReview License (6th to 20th user - per user)	AMNDA-UIR620	$1,163.80	10.00%	$1,055.28
CSDC SYSTEMS	CSDC AMANDA named user iReview License (21st to 45th user - per user)	AMNDA-UIR2145	$1,062.60	10.00%	$963.51
CSDC SYSTEMS	CSDC AMANDA named user iReview License (46th to 100th user - per user)	AMNDA-UIR46100	$961.40	10.00%	$871.75
CSDC SYSTEMS	CSDC AMANDA named user iReview License (101st to 200th user - per user)	AMNDA-UIR101200	$860.20	10.00%	$779.99
CSDC SYSTEMS	CSDC AMANDA named user iReview License (201st to 500th user - per user)	AMNDA-UIR201500	$746.35	10.00%	$676.75
CSDC SYSTEMS	CSDC AMANDA named user FOI Redaction License	AMNDA-URED	$7,245.00	10.00%	$6,569.40

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	CSDC AMANDA named user FOI Case Management Bundle License	AMNDA-UFOI	$8,694.00	10.00%	$7,883.28
CSDC SYSTEMS	CSDC AMANDA named user AMANDA Analytics Report Writer	AMNDA-RW	$1,500.00	2.00%	$1,481.03
AMANDA Software (Business Automation Modules)					
CSDC SYSTEMS	AMANDA Business Automation **Module for Permits** of various types such as Building, Demolition, Environment, Crown Owned Land, Mining and Exploration and other Permits. This module manages the entire process from applicatoin intake to plan and other reviews, through to code enforcement and inspection scheduling.	AMNDA-Mod-Permit	$23,000.00	20.00%	$18,538.00
CSDC SYSTEMS	AMANDA Business Automation **Module for Short- and Long-term Planning and Land Development** including planning projects, subdivisions, commerical developments, industrical developments, agreements, appeals, hearings, consultations etc.	AMNDA-Mod-Planning	$17,250.00	20.00%	$13,903.50
CSDC SYSTEMS	AMANDA Business Automation **Module for Enterprise Professional Licence** management. This module manages the entire license process from application intake to reviews, credential verification, renewals, audits, fees, and compliance activities.	AMNDA-Mod-ProfLicense	$13,800.00	20.00%	$11,122.80
CSDC SYSTEMS	AMANDA Business Automation **Module for Enterprise Business Licencing** for regulated industries such as Drug, Alcohol, Tobacco, Insurance, Finance, Food Processing, Oil and Gas etc. This module automates the entire licensing process including application intake, review, insurance, renewals, fees,and compliance activities.	AMNDA-Mod-BusLicense	$13,800.00	20.00%	$11,122.80
CSDC SYSTEMS	AMANDA Business Automation **Module for Managing Gaming Licensing** such as lottery, slots, raffles, break-open, VLT and bingo events, cards, tables and more. This modules automate all aspects of the gaming licensing lifecycle including application intake, review, issuance, renewal, fees, and enforcement, and compliance.	AMNDA-Mod-GamLicense	$17,250.00	20.00%	$13,903.50
CSDC SYSTEMS	AMANDA Business Automation **Module for Special Vehicle Licences** such as Taxi, Emergency, Construction, Heavy Industry and other types.	AMNDA-Mod-Vehicle	$17,250.00	20.00%	$13,903.50

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	AMANDA Business Automation **Module for Integrated Request Call Center** and complaints management system designed to automate the receipt, scheduling and dispatching of service requests including professional investigations and preparation of materials for a hearing or docket.	AMNDA-Mod-RFS	$17,250.00	20.00%	$13,903.50
CSDC SYSTEMS	AMANDA Business Automation **Module for Tracking Public and Animal Health Cases** and programs for Communicable Diseases, Occupational Therapy, Program Delivery, Rabies, Health & Human Issues, Safe Water and more). This flexible solution tracks all details about the case, including the service address, case manager, consents given to provide the services and tracks all related workflow and program costs.	AMNDA-Mod-HealthTrk	$23,000.00	20.00%	$18,538.00
CSDC SYSTEMS	AMANDA Business Automation **Module for Integrated One-stop Cashiering** and receipting of payments for AMANDA and other transactions from third-party systems.	AMNDA-Mod-Cashier	$23,000.00	20.00%	$18,538.00
CSDC SYSTEMS	AMANDA Business Automation **Module for Managing Deposits or Trust Accounts.** This module manages all deposits made by the account holder, and funds transfers or withdrawls from the account to pay for services or products such as permits or licenses as well as generating related reports such as a monthly statement of activity.	AMNDA-Mod-TrustAccnt	$13,800.00	20.00%	$11,122.80
CSDC SYSTEMS	AMANDA Business Automation **Module for Tracking Securities** such as letters of credit or bonds required for a permit or license. This module track multiple purposes for a letter of credit and tracks all deposits, withdraws and disbursements and releases. The bank holding the letter of credit for a project is also tracked as well as all workflow related to the security. Monthly reports can be generated showing all related	AMNDA-Mod-Securities	$13,800.00	20.00%	$11,122.80
CSDC SYSTEMS	AMANDA Business Automation **Module for Time and Activity Tracking** related to projects, cases, workflow as well as employee time for training, vacation, and other related events. The Time and Activity Module is crtical for integratec project cost accounting.	AMNDA-Mod-TAT	$13,800.00	20.00%	$11,122.80
CSDC SYSTEMS	AMANDA Business Automation **Module for Tracking Certification-related Courses**, exams locations and results needed to obtain or retain a certification or credential for a licence.	AMNDA-Mod-Cert	$13,800.00	20.00%	$11,122.80

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	AMANDA Business Automation **Module for Tracking Insurance** related to professional, business, vehicle/fleet or other licensing activities including insurer, coverage, liability limits, renewal periods etc.	AMNDA-Mod-Insurance	$13,800.00	20.00%	$11,122.80
CSDC SYSTEMS	AMANDA Business Automation **Module for Knowledge Management**. This repository can be used as a phone book and reference book. All information can be tagged with mulitple attributes to faciliate searches. External websites can also be linked into the reference book.	AMNDA-Mod-InfoRef	$6,900.00	20.00%	$5,561.40
CSDC SYSTEMS	AMANDA Business Automation **Module for Analytics Server**	AMNDA-Mod-Analytics	$17,250.00	2.00%	$17,031.79
CSDC SYSTEMS	AMANDA Business Automation **Module for Tangible Permit**	AMNDA-Mod-Tangible	$17,250.00	10.00%	$15,641.44
CSDC SYSTEMS	AMANDA Business Automation **Module for Civil**	AMNDA-Mod-Civil	$17,250.00	10.00%	$15,641.44
CSDC SYSTEMS	AMANDA Business Automation **Module for Criminal**	AMNDA-Mod-Criminal	$23,000.00	10.00%	$20,855.25
CSDC SYSTEMS	AMANDA Business Automation **Module for Citation**	AMNDA-Mod-Citation	$17,250.00	10.00%	$15,641.44
CSDC SYSTEMS	AMANDA Business Automation **Module for Family**	AMNDA-Mod-Family	$17,250.00	10.00%	$15,641.44
CSDC SYSTEMS	AMANDA Business Automation **Module for Docket & Calendar**	AMNDA-Mod-Docket	$17,250.00	10.00%	$15,641.44
CSDC SYSTEMS	AMANDA Business Automation Module for Freedom of Information	AMNDA-Mod-FOI	$12,650.00	10.00%	$11,470.39
AMANDA Business Automation Options					
CSDC SYSTEMS	AMANDA **Development Conditions Management** for Building, Planning and Land Development including conditions (development and legal) applied to a property or project. It allows controlled inheritance or cascading of Conditions established at the Planning stage of a project to be enforced in subsequent stages, such as, Permits, Cases, Code Enforcement actions, etc., which are part of the overall sequence of phases in development projects.	AMDA-Opt-DevCon	$13,800.00	20.00%	$11,122.80
CSDC SYSTEMS	AMANDA **Enhanced Inspections** allows inspectors in the field to quickly enter deficiencies and remedies defined for each type of inspection. The inspectors will point-and-click to enter data using handheld tablets.	AMNDA-Opt-EnhIspect	$13,800.00	20.00%	$11,122.80
CSDC SYSTEMS	AMANDA **Milestone Monitor** provides a management view of the scheduled steps needed to complete the state review process.	AMNDA-Opt-MilestoneMon	$13,800.00	20.00%	$11,122.80

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	AMANDA **Merge Documents** helps users to generate, save, print and email any file, report, form, document or letter by merging templates with AMANDA data. Documents or letters are generated as merge letters with standard text and selected data in a Word letter. Notices and letters can also be generated directly in PDF format for printing or emailing.	AMNDA-Opt-MMD	$13,800.00	20.00%	$11,122.80
AMANDA Moblity & Review Software Options					
CSDC SYSTEMS	AMANDA **Mobile Server** supports the AMANDA Mobile Client inspections in the field. This sophisticated inspection, audit and compliance application is an easy-to-use decision support tool that fully validates information entered and ensures accurate updating and synchronization with the main AMANDA database. . **Priced per 2CPU (virtual / physical) server**.	AMNDA-Mob-MobiServer	$18,400.00	20.00%	$14,830.40
CSDC SYSTEMS	AMANDA **Review Server** securely supports external reviewers with a rich set of features to allow users to review work assignments, cases and related projects and to enter approvals or conditions for acceptance including related document markup.	AMNDA-Review-Server	$17,250.00	20.00%	$13,903.50
AMANDA Interoperability Options					
CSDC SYSTEMS	AMANDA **IVR Gateway** for Selectron IVR. Helps customers to quickly request inspections or verify inspection results by using telephones. There are fax-back and voice-mail options that can handle most situations. The IVR system is a combination of hardware and software provided and installed by Selectron, a third party. The AMANDA IVR option allows IVR systems to access and update the AMANDA database in real time.	AMNDA-IVRGtwy	$24,150.00	20.00%	$19,464.90
CSDC SYSTEMS	AMANDA **GIS Adaptor** is required to support the real-time interface between a GIS viewer accessing a GIS database (e.g. ESRI ArcIMS) and AMANDA. Any detailed map of a parcel or a group of parcels in AMANDA can be displayed. The two-way data access allows users to select AMANDA Property records for parcel map display or select parcels in a map for AMANDA processing. The specific components are dependent on the format of the GIS database.	AMNDA-GISAdapt	$17,250.00	20.00%	$13,903.50

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	AMANDA **Batch Scheduler** is a tool to automate reptitive AMANDA functions such as generating reports, scheduling events or creating notificatoins and merge documents.Batch schedule can also be used for scheduled imports to AMANDA or exports from AMANDA.	AMNDA-BatchSched	$17,250.00	20.00%	$13,903.50
CSDC SYSTEMS	AMANDA **EAI Server** is an enterprise application integration toolf or connecting any number of systems to AMANDA using XML. Inclulded in the server is 1 system connection license.	AMNDA-EAIServ	$23,000.00	20.00%	$18,538.00
CSDC SYSTEMS	Each **Additional EAI Connection** with another system through AMANDA EAI requires the purchase of a connection license. Each connection n can be real time, scheduled or queued.	AMNDA-EAIAdd	$17,250.00	20.00%	$13,903.50
CSDC SYSTEMS	AMANDA **Web Services Toolkit** for Portal **per virtual or physical CPU**. Unlimited number of connects or accesses.	AMNDA-WbSrvPort	$34,500.00	20.00%	$27,807.00
CSDC SYSTEMS	AMANDA **Web Services Toolkit** for Portal **additional processor license** - per virtual or physical processor.	AMNDA-WbSrvPort-AdP	$11,500.00	20.00%	$9,269.00
CSDC SYSTEMS	EDMS Adapter	AMNDA-EDMS	$17,250.00	10.00%	$15,641.44
AMANDA Public Access Options					
CSDC SYSTEMS	**User Registration Package** supports: Web Form Registration, Edit / Modify Existing Registration, PIN based Registration, Reset / Password Recovery, Login using AMANDA Authentication, Captcha	AMNDA-PP-UsrR	$11,500.00	20.00%	$9,269.00
CSDC SYSTEMS	**Payment Package** supports: Payment via credit card, Email receipt of payment, Pay via mail in with notice when payment received	AMNDA-PP-Pay	$11,500.00	20.00%	$9,269.00
CSDC SYSTEMS	**RFS Package** supports: Submit an information request, Submit a complaint on an individual, Submit a complaint about a property, Submit a complaint about location	AMNDA-PP-RFS	$23,000.00	20.00%	$18,538.00
CSDC SYSTEMS	**Public Search Package:** Search for Permits on Property, Search for Property, Search for Licenses on Property, Search for Complaints on Property, Search for Licensed Contractors	AMNDA-PP-PubSrch	$11,500.00	20.00%	$9,269.00
CSDC SYSTEMS	**Permit Package** supports: Apply for Permit, My Permits, Upload Attachment, Receive Approved Permit via email, Received Notice via Email	AMNDA-PP-Prmt	$11,500.00	20.00%	$9,269.00
CSDC SYSTEMS	**Business License Package** supports:Apply for Business License My Business License Upload Attachment, Receive Approved LIcense via email, Received Notice via Email	AMNDA-PP-BusL	$11,500.00	20.00%	$9,269.00

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	**Professional License Package** supports: Apply for Professional License My Professional License Upload Attachment, Add Certification, Receive Approved LIcense via email, Received Notice via Email	AMNDA-PP-ProfL	$11,500.00	20.00%	$9,269.00
CSDC SYSTEMS	**Gaming License Package** supports: Apply for Gaming License My Gaming License Upload Attachment, Submit License Report, Update Event Details, Receive Approved LIcense via email, Received Notice via Email	AMNDA-PP-GamL	$23,000.00	20.00%	$18,538.00
CSDC SYSTEMS	**Vehicle License Package** suppors: Apply for Vehicle License, My Vehicle License, Upload Attachment, Submit Inurance Details, Manage License Fleet, Receive Approved LIcense via email, Received Notice via Email	AMNDA-PP-VehL	$34,500.00	20.00%	$27,807.00
CSDC SYSTEMS	**Inspection Package** supports: Request Inspection, Cancel Inspection. View Inspection Results,	AMNDA-PP-Insp	$11,500.00	20.00%	$9,269.00
CSDC SYSTEMS	**Inspection Extension** supports: Display a list of Deficiencies and Comply by dates, deliver notice via Email, Deliver notice via SMS	AMNDA-PP-InspE	$5,750.00	20.00%	$4,634.50
CSDC SYSTEMS	**Renew License Package** supports: Receive renewal notification, select method of notification, renew via pin, renew anonymous, renew using password, renewal multiple	AMNDA-PP-RnwL	$23,000.00	20.00%	$18,538.00
CSDC SYSTEMS	**Request & Receive Compliance Letter Package** supports: Request a Property Compliance letter, receive letter via email or My Documents	AMNDA-PP-ComLtr	$11,500.00	20.00%	$9,269.00
CSDC SYSTEMS	**Authetication Adapter** for verifying registered users against LDAP or Active Directory.	AMNDA-PP-AAdpt	$11,500.00	20.00%	$9,269.00
CSDC SYSTEMS	**FOIA Requestor Porta**l for public users to submit freedom of information requests	AMNDA-PP-ReqP	$75,000.00	10.00%	$68,006.25
CSDC SYSTEMS	**Courts eFiling Portal** for public user and court officers to submit additoinal court information	AMNDA-PP-EFILP	$75,000.00	10.00%	$68,006.25
AMANDA Portal Servers					
CSDC SYSTEMS	**Public Portal Non-Production Server:** For Development, Test or staging per instance.	AMNDA-PP-P300	$1.27	20.00%	$1.02
CSDC SYSTEMS	**Public Portal Production Server:** Per active production instance. Supports up to 50 Smartlets.	AMNDA-PP-P301	$20,700.00	20.00%	$16,684.20
CSDC SYSTEMS	**SmartGuide Designer License:** Drag and Drop Smartlet forms and workflow designer.	AMNDA-PP-P310	$2,875.00	20.00%	$2,317.25
CSDC SYSTEMS	**Smartlet 10 pack -** 10 pack of Smartlet based forms.	AMNDA-PP-P320	$25,300.00	20.00%	$20,391.80
CSDC SYSTEMS	**Smartlet 25 pack-** 25 pack of Smartlet based forms.	AMNDA-PP-P321	$57,500.00	20.00%	$46,345.00
AMANDA Software Maintenance					

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	CSDC **Maintenance AMANDA concurrent user Access Licence.** AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. **(1st to 5th user - per user)**	AMNDA-U15-M	$1,150.00	28.00%	$834.21
CSDC SYSTEMS	CSDC **Maintenance AMANDA concurrent user Access Licence.** AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. **(6th to 20th user - per user)**	AMNDA-U620-M	$1,023.50	28.00%	$742.45
CSDC SYSTEMS	CSDC **Maintenance AMANDA concurrent user Access Licence.** AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. **(21st to 45th user - per user)**	AMNDA-U2145-M	$828.00	28.00%	$600.63
CSDC SYSTEMS	CSDC **Maintenance AMANDA concurrent user Access Licence.** AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. **(46th to 100th user - per user)**	AMNDA-U46100-M	$667.00	28.00%	$483.84
CSDC SYSTEMS	CSDC **Maintenance AMANDA concurrent user Access Licence.** AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. **(101st to 200th user - per user)**	AMNDA-U101200-M	$552.00	41.00%	$328.12

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	CSDC **Maintenance AMANDA concurrent user Access Licence.** AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. **(201st to 500th user - per user)**	AMNDA-U201500-M	$448.50	51.00%	$221.41
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Row Level Security License. (1st to 5th user - per user)	AMNDA-URLS15-M	$45.00	10.00%	$40.80
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Row Level Security License. (6th to 20th user - per user)	AMNDA-URLS620-M	$40.05	10.00%	$36.32
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Row Level Security License. (21st to 45th user - per user)	AMNDA-URLS2145-M	$32.40	10.00%	$29.38
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Row Level Security License. (46th to 100th user - per user)	AMNDA-URLS46100-M	$26.10	10.00%	$23.67
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Row Level Security License. (101st to 200th user - per user)	AMNDA-URLS101200-M	$17.55	10.00%	$15.91
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Row Level Security License. (201st to 500th user - per user)	AMNDA-URLS201500-M	$11.80	10.00%	$10.70
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (1st to 5th user - per user)	AMNDA-UA15-M	$45.00	10.00%	$40.80
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (6th to 20th user - per user)	AMNDA-UA620-M	$40.05	10.00%	$36.32
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (21st to 45th user - per user)	AMNDA-UA2145-M	$32.40	10.00%	$29.38
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (46th to 100th user - per user)	AMNDA-UA46100-M	$26.10	10.00%	$23.67

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (101st to 200th user - per user)	AMNDA-UA101200-M	$17.55	10.00%	$15.91
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (201st to 500th user - per user)	AMNDA-UA201500-M	$11.80	10.00%	$10.70
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (1st to 5th user - per user)	AMNDA-UAA15-M	$135.00	2.00%	$133.29
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (6th to 20th user - per user)	AMNDA-UAA620-M	$120.15	2.00%	$118.63
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (21st to 45th user - per user)	AMNDA-UAA2145-M	$97.20	2.00%	$95.97
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (46th to 100th user - per user)	AMNDA-UAA46100-M	$78.30	2.00%	$77.31
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (101st to 200th user - per user)	AMNDA-UAA101200-M	$52.65	2.00%	$51.98
CSDC SYSTEMS	CSDC Maintenance AMANDA concurrent user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (201st to 500th user - per user)	AMNDA-UAA201500-M	$35.40	2.00%	$34.95
CSDC SYSTEMS	CSDC Maintenance AMANDA name user AMANDA Mobile License. (1st to 5th user - per user)	AMNDA-UM15-M	$320.00	10.00%	$290.16
CSDC SYSTEMS	CSDC Maintenance AMANDA name user AMANDA Mobile License.(6th to 20th user - per user)	AMNDA-UM620-M	$294.40	10.00%	$266.95

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	CSDC Maintenance AMANDA name user AMANDA Mobile License. (21st to 45th user - per user)	AMNDA-UM2145-M	$268.80	10.00%	$243.73
CSDC SYSTEMS	CSDC Maintenance AMANDA name user AMANDA Mobile License. (46th to 100th user - per user)	AMNDA-UM46100-M	$243.20	10.00%	$220.52
CSDC SYSTEMS	CSDC Maintenance AMANDA name user AMANDA Mobile License. (101st to 200th user - per user)	AMNDA-UM101200-M	$217.60	10.00%	$197.31
CSDC SYSTEMS	CSDC Maintenance AMANDA name user AMANDA Mobile License. (201st to 500th user - per user)	AMNDA-UM201500-M	$188.80	10.00%	$171.19
CSDC SYSTEMS	CSDC Maintenance AMANDA named user Routing and Navigation option for Mobile License	AMNDA-UMR-M	$18.20	2.00%	$17.97
CSDC SYSTEMS	CSDC Maintenance AMANDA named user US map option for Mobile License	AMNDA-UMUSM-M	$10.00	2.00%	$9.87
CSDC SYSTEMS	CSDC Maintenance AMANDA named user Canada map option for Mobile License	AMNDA-UMCM-M	$5.60	2.00%	$5.53
CSDC SYSTEMS	CSDC Maintenance AMANDA named user iReview License (1st to 5th user - per user)	AMNDA-UIR15-M	$220.00	10.00%	$199.49
CSDC SYSTEMS	CSDC Maintenance AMANDA named user iReview License (6th to 20th user - per user)	AMNDA-UIR620-M	$202.40	10.00%	$183.53
CSDC SYSTEMS	CSDC Maintenance AMANDA named user iReview License (21st to 45th user - per user)	AMNDA-UIR2145-M	$184.80	10.00%	$167.57
CSDC SYSTEMS	CSDC Maintenance AMANDA named user iReview License (46th to 100th user - per user)	AMNDA-UIR46100-M	$167.20	10.00%	$151.61
CSDC SYSTEMS	CSDC Maintenance AMANDA named user iReview License (101st to 200th user - per user)	AMNDA-UIR101200-M	$149.60	10.00%	$135.65
CSDC SYSTEMS	CSDC Maintenance AMANDA named user iReview License (201st to 500th user - per user)	AMNDA-UIR201500-M	$129.80	10.00%	$117.70
CSDC SYSTEMS	CSDC Maintenance AMANDA named user FOI Redaction License	AMNDA-URED-M	$1,260.00	10.00%	$1,142.51
CSDC SYSTEMS	CSDC Maintenance AMANDA named user FOI Case Management Bundle License	AMNDA-UFOI-M	$1,512.00	10.00%	$1,371.01
CSDC SYSTEMS	CSDC Maintenance AMANDA named user AMANDA Analytics Report Writer	AMNDA-RW-M	$300.00	2.00%	$296.21
AMANDA Software Maintenance (Business Automation Modules Maintenance)					
CSDC SYSTEMS	**Maintenance AMANDA** Business Automation **Module for Permits** of various types such as Building, Demolition, Environment, Crown Owned Land, Mining and Exploration and other Permits. This module manages the entire process from applicatoin intake to plan and other reviews, through to code enforcement and inspection scheduling.	AMNDA-Mod-Permit-M	$4,600.00	20.00%	$3,707.60

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	Maintenance AMANDA Business Automation **Module for Short- and Long-term Planning and Land Development** including planning projects, subdivisions, commerical developments, industrical developments, agreements, appeals, hearings, consultations etc.	AMNDA-Mod-Planning-M	$3,450.00	20.00%	$2,780.70
CSDC SYSTEMS	Maintenance AMANDA Business Automation **Module for Enterprise Professional Licence** management. This module manages the entire license process from application intake to reviews, credential verification, renewals, audits, fees, and compliance activities.	AMNDA-Mod-ProfLicense-M	$2,760.00	20.00%	$2,224.56
CSDC SYSTEMS	Maintenance AMANDA Business Automation **Module for Enterprise Business Licencing** for regulated industries such as Drug, Alcohol, Tobacco, Insurance, Finance, Food Processing, Oil and Gas etc. This module automates the entire licensing process including application intake, review, insurance, renewals, fees,and compliance activities.	AMNDA-Mod-BusLicense-M	$2,760.00	20.00%	$2,224.56
CSDC SYSTEMS	Maintenance AMANDA Business Automation **Module for Managing Gaming Licensing** such as lottery, slots, raffles, break-open, VLT and bingo events, cards, tables and more. This modules automate all aspects of the gaming licensing lifecycle including application intake, review, issuance, renewal, fees, and enforcement, and compliance.	AMNDA-Mod-GamLicense-M	$3,450.00	20.00%	$2,780.70
CSDC SYSTEMS	Maintenance AMANDA Business Automation **Module for Special Vehicle Licences** such as Taxi, Emergency, Construction, Heavy Industry and other types.	AMNDA-Mod-Vehicle-M	$3,450.00	20.00%	$2,780.70
CSDC SYSTEMS	Maintenance AMANDA Business Automation **Module for Integrated Request Call Center** and complaints management system designed to automate the receipt, scheduling and dispatching of service requests including professional investigations and preparation of materials for a hearing or docket.	AMNDA-Mod-RFS-M	$3,450.00	20.00%	$2,780.70
CSDC SYSTEMS	Maintenance AMANDA Business Automation **Module for Tracking Public and Animal Health Cases** and programs for Communicable Diseases, Occupational Therapy, Program Delivery, Rabies, Health & Human Issues, Safe Water and more). This flexible solution tracks all details about the case, including the service address, case manager, consents given to provide the services and tracks all related workflow and program costs.	AMNDA-Mod-HealthTrk-M	$4,600.00	20.00%	$3,707.60

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	Maintenance **AMANDA** Business Automation **Module for Integrated One-stop Cashiering** and receipting of payments for AMANDA and other transactions from third-party systems.	AMNDA-Mod-Cashier-M	$4,600.00	20.00%	$3,707.60
CSDC SYSTEMS	Maintenance **AMANDA** Business Automation **Module for Managing Deposits or Trust Accounts.** This module manages all deposits made by the account holder, and funds transfers or withdrawls from the account to pay for services or products such as permits or licenses as well as generating related reports such as a monthly statement of activity.	AMNDA-Mod-TrustAccnt-M	$2,760.00	20.00%	$2,224.56
CSDC SYSTEMS	Maintenance **AMANDA** Business Automation **Module for Tracking Securities** such as letters of credit or bonds required for a permit or license. This module track multiple purposes for a letter of credit and tracks all deposits, withdraws and disbursements and releases. The bank holding the letter of credit for a project is also tracked as well as all workflow related to the security. Monthly reports can be generated showing all related	AMNDA-Mod-Securities-M	$2,760.00	20.00%	$2,224.56
CSDC SYSTEMS	Maintenance **AMANDA** Business Automation **Module for Time and Activity Tracking** related to projects, cases, workflow as well as employee time for training, vacation, and other related events. The Time and Activity Module is crtical for integratec project cost accounting.	AMNDA-Mod-TAT-M	$2,760.00	20.00%	$2,224.56
CSDC SYSTEMS	Maintenance **AMANDA** Business Automation **Module for Tracking Certification-related Courses**, exams locations and results needed to obtain or retain a certification or credential for a license.	AMNDA-Mod-Cert-M	$2,760.00	20.00%	$2,224.56
CSDC SYSTEMS	Maintenance **AMANDA** Business Automation **Module for Tracking Insurance** related to professional, business, vehicle/fleet or other licensing activities including insurer, coverage, liability limits, renewal periods etc.	AMNDA-Mod-Insurance-M	$2,760.00	20.00%	$2,224.56
CSDC SYSTEMS	Maintenance **AMANDA** Business Automation **Module for Knowledge Management**. This repository can be used as a phone book and reference book. All information can be tagged with mulitple attributes to faciliate searches. External websites can also be linked into the reference book.	AMNDA-Mod-InfoRef-M	$1,380.00	20.00%	$1,112.28
CSDC SYSTEMS	AMANDA Business Automation **Module for Analytics Server**	AMNDA-Mod-Analytics-M	$3,000.00	2.00%	$2,962.05
CSDC SYSTEMS	AMANDA Business Automation **Module for Tangible Permit**	AMNDA-Mod-Tangible-M	$3,000.00	10.00%	$2,720.25
CSDC SYSTEMS	AMANDA Business Automation **Module for Civil**	AMNDA-Mod-Civil-M	$3,000.00	10.00%	$2,720.25

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	AMANDA Business Automation **Module for Criminal**	AMNDA-Mod-Criminal-M	$4,000.00	10.00%	$3,627.00
CSDC SYSTEMS	AMANDA Business Automation **Module for Citation**	AMNDA-Mod-Citation-M	$3,000.00	10.00%	$2,720.25
CSDC SYSTEMS	AMANDA Business Automation **Module for Family**	AMNDA-Mod-Family-M	$3,000.00	10.00%	$2,720.25
CSDC SYSTEMS	AMANDA Business Automation **Module for Docket & Calendar**	AMNDA-Mod-Docket-M	$3,000.00	10.00%	$2,720.25
	AMANDA Business Automation **Module for Freedom of Information**	AMNDA-Mod-FOI-M	$2,200.00	10.00%	$1,994.85
AMANDA Business Automation Options Maintenance					
CSDC SYSTEMS	**Maintenance AMANDA Development Conditions Management** for Building, Planning and Land Development including conditions (development and legal) applied to a property or project. It allows controlled inheritance or cascading of Conditions established at the Planning stage of a project to be enforced in subsequent stages, such as, Permits, Cases, Code Enforcement actions, etc., which are part of the overall sequence of phases in development projects.	AMDA-Opt-DevCon-M	$2,760.00	20.00%	$2,224.56
CSDC SYSTEMS	**Maintenance AMANDA Enhanced Inspections** allows inspectors in the field to quickly enter deficiencies and remedies defined for each type of inspection. The inspectors will point-and-click to enter data using handheld tablets.	AMNDA-Opt-EnhIspect-M	$2,760.00	20.00%	$2,224.56
CSDC SYSTEMS	**Maintenance AMANDA Milestone Monitor** provides a management view of the scheduled steps needed to complete the state review process.	AMNDA-Opt-MilestoneMon-M	$2,760.00	20.00%	$2,224.56
CSDC SYSTEMS	**Maintenance AMANDA Merge Documents** helps users to generate, save, print and email any file, report, form, document or letter by merging templates with AMANDA data. Documents or letters are generated as merge letters with standard text and selected data in a Word letter. Notices and letters can also be generated directly in PDF format for printing or emailing.	AMNDA-Opt-MMD-M	$2,760.00	20.00%	$2,224.56
AMANDA Moblity & Review Software Options Maintenance					
CSDC SYSTEMS	**Maintenance AMANDA Mobile Server** supports the AMANDA Mobile Client application in the field. This sophisticated inspection, audit and compliance application is an easy-to-use decision support tool that fully validates information entered and ensures accurate updating and synchronization with the main AMANDA database. . **Priced per 2CPU (virtual / physical) server**.	AMNDA-Mob-MobiServer-M	$3,680.00	20.00%	$2,966.08

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	**Maintenance AMANDA Review Server** securely supports external reviewers with a rich set of features to allow users to review work assignments, cases and related projects and to enter approvals or conditions for acceptance including related document markup.	AMNDA-Review-Server-M	$3,450.00	20.00%	$2,780.70
AMANDA Interoperability Options Maintenance					
CSDC SYSTEMS	**Maintenance AMANDA IVR Gateway** for Selectron IVR. Helps customers to quickly request inspections or verify inspection results by using telephones. There are fax-back and voice-mail options that can handle most situations. The IVR system is a combination of hardware and software provided and installed by Selectron, a third party. The AMANDA IVR option allows IVR systems to access and update the AMANDA database in real time.	AMNDA-IVRGtwy-M	$4,830.00	20.00%	$3,892.98
CSDC SYSTEMS	**Maintenance AMANDA GIS Adaptor** is required to support the real-time interface between a GIS viewer accessing a GIS database (e.g. ESRI ArcIMS) and AMANDA. Any detailed map of a parcel or a group of parcels in AMANDA can be displayed. The two-way data access allows users to select AMANDA Property records for parcel map display or select parcels in a map for AMANDA processing. The specific components are dependent on the format of the GIS database.	AMNDA-GISAdapt-M	$3,450.00	20.00%	$2,780.70
CSDC SYSTEMS	**Maintenance AMANDA Batch Scheduler** is a tool to automate reptitive AMANDA functions such as generating reports, scheduling events or creating notificatoins and merge documents.Batch schedule can also be used for scheduled imports to AMANDA or exports from AMANDA.	AMNDA-BatchSched-M	$3,450.00	20.00%	$2,780.70
CSDC SYSTEMS	**Maintenance AMANDA EAI Server** is an enterprise application integration toolf or connecting any number of systems to AMANDA using XML. Inclulded in the server is 1 system connection license.	AMNDA-EAIServ-M	$4,600.00	20.00%	$3,707.60
CSDC SYSTEMS	**Maintenance** Each **Additional EAI Connection** with another system through AMANDA EAI requires the purchase of a connection license. Each connection can be real time, scheduled or queued.	AMNDA-EAIAdd-M	$3,450.00	20.00%	$2,780.70
CSDC SYSTEMS	**Maintenance AMANDA Web Services Toolkit** for Portal **per virtual or physical CPU**. Unlimited number of connects or accesses.	AMNDA-WbSrvPort-M	$6,900.00	20.00%	$5,561.40

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	EDMS Adapter	AMNDA-EDMS-M	$3,000.00	10.00%	$2,720.25
CSDC SYSTEMS	**Maintenance AMANDA Web Services Toolkit** for Portal **additional processor license** - per virtual or physical processor.	AMNDA-WbSrvPort-AdP-M	$2,300.00	20.00%	$1,853.80
AMANDA Public Access Options Maintenance					
CSDC SYSTEMS	**Maintenance User Registration Package** supports: Web Form Registration, Edit / Modify Existing Registration, PIN based Registration, Reset / Password Recovery, Login using AMANDA Authentication, Captcha	AMNDA-PP-UsrR-M	$2,300.00	20.00%	$1,853.80
CSDC SYSTEMS	**Maintenance Payment Package** supports: Payment via credit card, Email receipt of payment, Pay via mail in with notice when payment received	AMNDA-PP-Pay-M	$2,300.00	20.00%	$1,853.80
CSDC SYSTEMS	**Maintenance RFS Package** supports: Submit an information request, Submit a complaint on an individual, Submit a complaint about a property, Submit a complaint about location	AMNDA-PP-RFS-M	$4,600.00	20.00%	$3,707.60
CSDC SYSTEMS	**Maintenance Public Search Package:** Search for Permits on Property, Search for Property, Search for Licenses on Property, Search for Complaints on Property, Search for Licensed Contractors	AMNDA-PP-PubSrch-M	$2,300.00	20.00%	$1,853.80
CSDC SYSTEMS	**Maintenance Permit Package** supports: Apply for Permit, My Permits, Upload Attachment, Receive Approved Permit via email, Received Notice via Email	AMNDA-PP-Prmt-M	$2,300.00	20.00%	$1,853.80
CSDC SYSTEMS	**Maintenance Business License Package** supports:Apply for Business License My Business License Upload Attachment, Receive Approved LIcense via email, Received Notice via Email	AMNDA-PP-BusL-M	$2,300.00	20.00%	$1,853.80
CSDC SYSTEMS	**Maintenance Professional License Package** supports: Apply for Professional License My Professional License Upload Attachment, Add Certification, Receive Approved LIcense via email, Received Notice via Email	AMNDA-PP-ProfL-M	$2,300.00	20.00%	$1,853.80
CSDC SYSTEMS	**Maintenance Gaming License Package** supports: Apply for Gaming License My Gaming License Upload Attachment, Submit License Report, Update Event Details, Receive Approved LIcense via email, Received Notice via Email	AMNDA-PP-GamL-M	$4,600.00	20.00%	$3,707.60
CSDC SYSTEMS	**Maintenance Vehicle License Package** suppors: Apply for Vehicle License, My Vehicle License, Upload Attachment, Submit Inurance Details, Manage License Fleet, Receive Approved LIcense via email, Received Notice via Email	AMNDA-PP-VehL-M	$6,900.00	20.00%	$5,561.40

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	**Maintenance Inspection Package** supports: Request Inspection, Cancel Inspection. View Inspection Results,	AMNDA-PP-Insp-M	$2,300.00	20.00%	$1,853.80
CSDC SYSTEMS	**Maintenance Inspection Extension** supports: Display a list of Deficiencies and Comply by dates, deliver notice via Email, Deliver notice via SMS	AMNDA-PP-InspE-M	$1,150.00	20.00%	$926.90
CSDC SYSTEMS	**Maintenance Renew License Package** supports: Receive renewal notification, select method of notification, renew via pin, renew anonymous, renew using password, renewal multiple	AMNDA-PP-RnwL-M	$4,600.00	20.00%	$3,707.60
CSDC SYSTEMS	**Maintenance Request & Receive Compliance Letter Package** supports: Request a Property Compliance letter, receive letter via email or My Documents	AMNDA-PP-ComLtr-M	$2,300.00	20.00%	$1,853.80
CSDC SYSTEMS	**Maintenance Authetication Adapter** for verifying registered users against LDAP or Active Directory.	AMNDA-PP-Aadpt-M	$2,300.00	20.00%	$1,853.80
CSDC SYSTEMS	**FOIA Requestor Porta**l for public users to submit freedom of information requests	AMNDA-PP-ReqP-M	$15,000.00	20.00%	$12,090.00
CSDC SYSTEMS	**Courts eFiling Portal** for public user and court officers to submit additoinal court information	AMNDA-PP-EFILP-M	$15,000.00	10.00%	$13,601.25
AMANDA Portal Servers Maintenance					
CSDC SYSTEMS	**Maintenance Public Portal Non-Production Server:** For Development, Test or staging, per instance.	AMNDA-PP-P300-M	$0.20	5.00%	$0.19
CSDC SYSTEMS	**Maintenance Public Portal Production Server:** Per active production instance. Supports up to 50 Smartlets.	AMNDA-PP-P301-M	$4,140.00	20.00%	$3,336.84
CSDC SYSTEMS	**Maintenance SmartGuide Designer License:** Drag and Drop Smartlet forms and workflow designer.	AMNDA-PP-P310-M	$575.00	20.00%	$463.45
CSDC SYSTEMS	**Maintenance Smartlet 10 pack -** 10 pack of Smartlet based forms.	AMNDA-PP-P320-M	$5,060.00	20.00%	$4,078.36
CSDC SYSTEMS	**Maintenance Smartlet 25 pack-** 25 pack of Smartlet based forms.	AMNDA-PP-P321-M	$11,500.00	20.00%	$9,269.00
AMANDA SOFTWARE TERM PRICING					
CSDC SYSTEMS	CSDC AMANDA named user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (1st to 5th user - per user)	AMNDA-U15-T	$1,725.00	10.00%	$1,564.14

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	CSDC AMANDA named user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (6th to 20th user - per user)	AMNDA-U620-T	$1,535.25	10.00%	$1,392.09
CSDC SYSTEMS	CSDC AMANDA named user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (21st to 45th user - per user)	AMNDA-U2145-T	$1,242.00	10.00%	$1,126.18
CSDC SYSTEMS	CSDC AMANDA named user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (46th to 100th user - per user)	AMNDA-U46100-T	$1,000.50	10.00%	$907.20
CSDC SYSTEMS	CSDC AMANDA named user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (101st to 200th user - per user)	AMNDA-U101200-T	$828.00	10.00%	$750.79
CSDC SYSTEMS	CSDC AMANDA named user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (201st to 500th user - per user)	AMNDA-U201500-T	$672.75	10.00%	$610.02
CSDC SYSTEMS	CSDC AMANDA named user Row Level Security License. (1st to 5th user - per user)	AMNDA-URLS15-T	$86.25	10.00%	$78.21

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	CSDC AMANDA named user Row Level Security License. (6th to 20th user - per user)	AMNDA-URLS620-T	$76.76	10.00%	$69.60
CSDC SYSTEMS	CSDC AMANDA named user Row Level Security License. (21st to 45th user - per user)	AMNDA-URLS2145-T	$62.10	10.00%	$56.31
CSDC SYSTEMS	CSDC AMANDA named user Row Level Security License. (46th to 100th user - per user)	AMNDA-URLS46100-T	$50.03	10.00%	$45.36
CSDC SYSTEMS	CSDC AMANDA named user Row Level Security License. (101st to 200th user - per user)	AMNDA-URLS101200-T	$41.40	10.00%	$37.54
CSDC SYSTEMS	CSDC AMANDA named user Row Level Security License. (201st to 500th user - per user)	AMNDA-URLS201500-T	$33.64	10.00%	$30.50
CSDC SYSTEMS	CSDC AMANDA named user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (1st to 5th user - per user)	AMNDA-UA15-T	$86.25	10.00%	$78.21
CSDC SYSTEMS	CSDC AMANDA named user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (6th to 20th user - per user)	AMNDA-UA620 -T	$76.76	10.00%	$69.60
CSDC SYSTEMS	CSDC AMANDA named user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (21st to 45th user - per user)	AMNDA-UA2145-T	$62.10	10.00%	$56.31
CSDC SYSTEMS	CSDC AMANDA named user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (46th to 100th user - per user)	AMNDA-UA46100-T	$50.03	10.00%	$45.36
CSDC SYSTEMS	CSDC AMANDA named user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (101st to 200th user - per user)	AMNDA-UA101200-T	$41.40	10.00%	$37.54

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	CSDC AMANDA named user Audit Module License. Aduit module enables full insert, update and delete tracking on every AMANDA screen with Aduit button that displayed the history of changes to that screen as well as an option to export the log. (201st to 500th user - per user)	AMNDA-UA201500-T	$33.64	10.00%	$30.50
CSDC SYSTEMS	CSDC AMANDA named user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (1st to 5th user - per user)	AMNDA-UAA15-T	$258.75	2.00%	$255.48
CSDC SYSTEMS	CSDC AMANDA named user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (6th to 20th user - per user)	AMNDA-UAA620 -T	$230.29	2.00%	$227.37
CSDC SYSTEMS	CSDC AMANDA named user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (21st to 45th user - per user)	AMNDA-UAA2145-T	$186.30	2.00%	$183.94
CSDC SYSTEMS	CSDC AMANDA named user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (46th to 100th user - per user)	AMNDA-UAA46100-T	$150.08	2.00%	$148.18
CSDC SYSTEMS	CSDC AMANDA named user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (101st to 200th user - per user)	AMNDA-UAA101200-T	$124.20	2.00%	$122.63
CSDC SYSTEMS	CSDC AMANDA named user Analytics License. AMANDA Analytics is an integrated dashboard tool as well as reporting engine. Also includes a built in ETL tool. (201st to 500th user - per user)	AMNDA-UAA201500-T	$100.91	2.00%	$99.64
CSDC SYSTEMS	CSDC AMANDA named user AMANDA Mobile License is offline - online easy to use decision support and data collection tool for inspections, audits and compliance investigations and citation issuance. (1st to 5th user - per user)	AMNDA-UM15-T	$1,104.00	10.00%	$1,001.05
CSDC SYSTEMS	CSDC AMANDA named user AMANDA Mobile License is offline - online easy to use decision support and data collection tool for inspections, audits and compliance investigations and citation issuance. (6th to 20th user - per user)	AMNDA-UM620-T	$1,015.68	10.00%	$920.97

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	CSDC AMANDA named user AMANDA Mobile Licenseis offline - online easy to use decision support and data collection tool for inspections, audits and compliance investigations and citation issuance. (21st to 45th user - per user)	AMNDA-UM2145-T	$927.36	10.00%	$840.88
CSDC SYSTEMS	CSDC AMANDA named user AMANDA Mobile Licenseis offline - online easy to use decision support and data collection tool for inspections, audits and compliance investigations and citation issuance. (46th to 100th user - per user)	AMNDA-UM46100-T	$839.04	10.00%	$760.80
CSDC SYSTEMS	CSDC AMANDA named user AMANDA Mobile Licenseis offline - online easy to use decision support and data collection tool for inspections, audits and compliance investigations and citation issuance. (101st to 200th user - per user)	AMNDA-UM101200-T	$750.72	10.00%	$680.72
CSDC SYSTEMS	CSDC AMANDA named user AMANDA Mobile Licenseis offline - online easy to use decision support and data collection tool for inspections, audits and compliance investigations and citation issuance. (201st to 500th user - per user)	AMNDA-UM201500-T	$651.36	10.00%	$590.62
CSDC SYSTEMS	CSDC AMANDA named user Routing and Navigation option for Mobile License	AMNDA-UMR-T	$62.79	2.00%	$62.00
CSDC SYSTEMS	CSDC AMANDA named user US map option for Mobile License	AMNDA-UMUSM-T	$34.50	2.00%	$34.06
CSDC SYSTEMS	CSDC AMANDA named user Canada map option for Mobile License	AMNDA-UMCM-T	$19.32	2.00%	$19.08
CSDC SYSTEMS	CSDC AMANDA named user iReview License (1st to 5th user - per user)	AMNDA-UIR15-T	$759.00	10.00%	$688.22
CSDC SYSTEMS	CSDC AMANDA named user iReview License (6th to 20th user - per user)	AMNDA-UIR620-T	$698.28	10.00%	$633.17
CSDC SYSTEMS	CSDC AMANDA named user iReview License (21st to 45th user - per user)	AMNDA-UIR2145-T	$637.56	10.00%	$578.11
CSDC SYSTEMS	CSDC AMANDA named user iReview License (46th to 100th user - per user)	AMNDA-UIR46100-T	$576.84	10.00%	$523.05
CSDC SYSTEMS	CSDC AMANDA named user iReview License (101st to 200th user - per user)	AMNDA-UIR101200-T	$516.12	10.00%	$467.99
CSDC SYSTEMS	CSDC AMANDA named user iReview License (201st to 500th user - per user)	AMNDA-UIR201500-T	$447.81	10.00%	$406.05
CSDC SYSTEMS	CSDC AMANDA named user FOI Redaction License	AMNDA-URED-T	$4,347.00	10.00%	$3,941.64
CSDC SYSTEMS	CSDC AMANDA named user FOI Case Management Bundle License	AMNDA-UFOI-T	$5,216.40	10.00%	$4,729.97
CSDC SYSTEMS	CSDC AMANDA named user AMANDA Analytics Report Writer	AMNDA-RW	$900.00	2.00%	$888.62

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
AMANDA Software (Business Automation Modules)					
CSDC SYSTEMS	AMANDA Business Automation **Module for Permits** of various types such as Building, Demolition, Environment, Crown Owned Land, Mining and Exploration and other Permits. This module manages the entire process from applicatoin intake to plan and other reviews, through to code enforcement and inspection scheduling.	AMNDA-Mod-Permit-T	$13,800.00	10.00%	$12,513.15
CSDC SYSTEMS	AMANDA Business Automation **Module for Short- and Long-term Planning and Land Development** including planning projects, subdivisions, commerical developments, industrical developments, agreements, appeals, hearings, consultations etc.	AMNDA-Mod-Planning-T	$10,350.00	10.00%	$9,384.86
CSDC SYSTEMS	AMANDA Business Automation **Module for Enterprise Professional Licence** management. This module manages the entire license process from application intake to reviews, credential verification, renewals, audits, fees, and compliance activities.	AMNDA-Mod-ProfLicense-T	$8,280.00	10.00%	$7,507.89
CSDC SYSTEMS	AMANDA Business Automation **Module for Enterprise Business Licencing** for regulated industries such as Drug, Alcohol, Tobacco, Insurance, Finance, Food Processing, Oil and Gas etc. This module automates the entire licensing process including application intake, review, insurance, renewals, fees,and compliance activities.	AMNDA-Mod-BusLicense-T	$8,280.00	10.00%	$7,507.89
CSDC SYSTEMS	AMANDA Business Automation **Module for Managing Gaming Licensing** such as lottery, slots, raffles, break-open, VLT and bingo events, cards, tables and more. This modules automate all aspects of the gaming licensing lifecycle including application intake, review, issuance, renewal, fees, and enforcement, and compliance.	AMNDA-Mod-GamLicense-T	$10,350.00	10.00%	$9,384.86
CSDC SYSTEMS	AMANDA Business Automation **Module for Special Vehicle Licences** such as Taxi, Emergency, Construction, Heavy Industry and other types.	AMNDA-Mod-Vehicle-T	$10,350.00	10.00%	$9,384.86
CSDC SYSTEMS	AMANDA Business Automation **Module for Integrated Request Call Center** and complaints management system designed to automate the receipt, scheduling and dispatching of service requests including professional investigations and preparation of materials for a hearing or docket.	AMNDA-Mod-RFS-T	$10,350.00	10.00%	$9,384.86

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	AMANDA Business Automation **Module for Tracking Public and Animal Health Cases** and programs for Communicable Diseases, Occupational Therapy, Program Delivery, Rabies, Health & Human Issues, Safe Water and more). This flexible solution tracks all details about the case, including the service address, case manager, consents given to provide the services and tracks all related workflow and program costs.	AMNDA-Mod-HealthTrk-T	$13,800.00	10.00%	$12,513.15
CSDC SYSTEMS	AMANDA Business Automation **Module for Integrated One-stop Cashiering** and receipting of payments for AMANDA and other transactions from third-party systems.	AMNDA-Mod-Cashier-T	$13,800.00	10.00%	$12,513.15
CSDC SYSTEMS	AMANDA Business Automation **Module for Managing Deposits or Trust Accounts.** This module manages all deposits made by the account holder, and funds transfers or withdrawls from the account to pay for services or products such as permits or licenses as well as generating related reports such as a monthly statement of activity.	AMNDA-Mod-TrustAccnt-T	$8,280.00	10.00%	$7,507.89
CSDC SYSTEMS	AMANDA Business Automation **Module for Tracking Securities** such as letters of credit or bonds required for a permit or license. This module track multiple purposes for a letter of credit and tracks all deposits, withdraws and disbursements and releases. The bank holding the letter of credit for a project is also tracked as well as all workflow related to the security. Monthly reports can be generated showing all related	AMNDA-Mod-Securities-T	$8,280.00	10.00%	$7,507.89
CSDC SYSTEMS	AMANDA Business Automation **Module for Time and Activity Tracking** related to projects, cases, workflow as well as employee time for training, vacation, and other related events. The Time and Activity Module is crtical for integratec project cost accounting.	AMNDA-Mod-TAT-T	$8,280.00	10.00%	$7,507.89
CSDC SYSTEMS	AMANDA Business Automation **Module for Tracking Certification-related Courses**, exams locations and results needed to obtain or retain a certification or credential for a licence.	AMNDA-Mod-Cert-T	$8,280.00	10.00%	$7,507.89
CSDC SYSTEMS	AMANDA Business Automation **Module for Tracking Insurance** related to professional, business, vehicle/fleet or other licensing activities including insurer, coverage, liability limits, renewal periods etc.	AMNDA-Mod-Insurance-T	$8,280.00	10.00%	$7,507.89

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	AMANDA Business Automation **Module for Knowledge Management**. This repository can be used as a phone book and reference book. All information can be tagged with mulitple attributes to faciliate searches. External websites can also be linked into the reference book.	AMNDA-Mod-InfoRef-T	$4,140.00	10.00%	$3,753.95
CSDC SYSTEMS	AMANDA Business Automation **Module for Analytics Server**	AMNDA-Mod-Analytics-T	$10,350.00	2.00%	$10,219.07
CSDC SYSTEMS	AMANDA Business Automation **Module for Tangible Permit**	AMNDA-Mod-Tangible-T	$10,350.00	10.00%	$9,384.86
CSDC SYSTEMS	AMANDA Business Automation **Module for Civil**	AMNDA-Mod-Civil-T	$10,350.00	10.00%	$9,384.86
CSDC SYSTEMS	AMANDA Business Automation **Module for Criminal**	AMNDA-Mod-Criminal-T	$13,800.00	10.00%	$12,513.15
CSDC SYSTEMS	AMANDA Business Automation **Module for Citation**	AMNDA-Mod-Citation-T	$10,350.00	10.00%	$9,384.86
CSDC SYSTEMS	AMANDA Business Automation **Module for Family**	AMNDA-Mod-Family-T	$10,350.00	10.00%	$9,384.86
CSDC SYSTEMS	AMANDA Business Automation **Module for Docket & Calendar**	AMNDA-Mod-Docket-T	$10,350.00	10.00%	$9,384.86
CSDC SYSTEMS	AMANDA Business Automation **Module for Freedom of Information**	AMNDA-Mod-FOI-T	$7,590.00	10.00%	$6,882.23
AMANDA Business Automation Options					
CSDC SYSTEMS	AMANDA **Development Conditions Management** for Building, Planning and Land Development including conditions (development and legal) applied to a property or project. It allows controlled inheritance or cascading of Conditions established at the Planning stage of a project to be enforced in subsequent stages, such as, Permits, Cases, Code Enforcement actions, etc., which are part of the overall sequence of phases in development projects.	AMDA-Opt-DevCon-T	$8,280.00	10.00%	$7,507.89
CSDC SYSTEMS	AMANDA **Enhanced Inspections** allows inspectors in the field to quickly enter deficiencies and remedies defined for each type of inspection. The inspectors will point-and-click to enter data using handheld tablets.	AMNDA-Opt-EnhIspect-T	$8,280.00	10.00%	$7,507.89
CSDC SYSTEMS	AMANDA **Milestone Monitor** provides a management view of the scheduled steps needed to complete the state review process.	AMNDA-Opt-MilestoneMon	$8,280.00	10.00%	$7,507.89
CSDC SYSTEMS	AMANDA **Merge Documents** helps users to generate, save, print and email any file, report, form, document or letter by merging templates with AMANDA data. Documents or letters are generated as merge letters with standard text and selected data in a Word letter. Notices and letters can also be generated directly in PDF format for printing or emailing.	AMNDA-Opt-MMD-T	$8,280.00	10.00%	$7,507.89
AMANDA Moblity & Review Software Options					

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	AMANDA **Mobile Server** supports the AMANDA Mobile Client inspections in the field. This sophisticated inspection, audit and compliance application is an easy-to-use decision support tool that fully validates information entered and ensures accurate updating and synchronization with the main AMANDA database. **Priced per 2CPU (virtual / physical) server**.	AMNDA-Mob-MobiServer-T	$11,040.00	10.00%	$10,010.52
CSDC SYSTEMS	AMANDA **Review Server** securely supports external reviewers with a rich set of features to allow users to review work assignments, cases and related projects and to enter approvals or conditions for acceptance including related document markup.	AMNDA-Review-Server-T	$10,350.00	10.00%	$9,384.86
AMANDA Interoperability Options					
CSDC SYSTEMS	AMANDA **IVR Gateway** for Selectron IVR. Helps customers to quickly request inspections or verify inspection results by using telephones. There are fax-back and voice-mail options that can handle most situations. The IVR system is a combination of hardware and software provided and installed by Selectron, a third party. The AMANDA IVR option allows IVR systems to access and update the AMANDA database in real time.	AMNDA-IVRGtwy-T	$14,490.00	10.00%	$13,138.81
CSDC SYSTEMS	AMANDA **GIS Adaptor** is required to support the real-time interface between a GIS viewer accessing a GIS database (e.g. ESRI ArcIMS) and AMANDA. Any detailed map of a parcel or a group of parcels in AMANDA can be displayed. The two-way data access allows users to select AMANDA Property records for parcel map display or select parcels in a map for AMANDA processing. The specific components are dependent on the format of the GIS database.	AMNDA-GISAdapt-T	$10,350.00	10.00%	$9,384.86
CSDC SYSTEMS	AMANDA **Batch Scheduler** is a tool to automate reptitive AMANDA functions such as generating reports, scheduling events or creating notificatoins and merge documents.Batch schedule can also be used for scheduled imports to AMANDA or exports from AMANDA.	AMNDA-BatchSched-T	$10,350.00	10.00%	$9,384.86
CSDC SYSTEMS	AMANDA **EAI Server** is an enterprise application integration toolf or connecting any number of systems to AMANDA using XML. Inclulded in the server is 1 system connection license.	AMNDA-EAIServ-T	$13,800.00	10.00%	$12,513.15
CSDC SYSTEMS	Each **Additional EAI Connection** with another system through AMANDA EAI requires the purchase of a connection license. Each connection n can be real time, scheduled or queued.	AMNDA-EAIAdd-T	$10,350.00	10.00%	$9,384.86

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit
CSDC SYSTEMS	AMANDA **Web Services Toolkit** for Portal **per virtual or physical CPU**. Unlimited number of connects or accesses.	AMNDA-WbSrvPort-T	$20,700.00	10.00%	$18,769.73
CSDC SYSTEMS	AMANDA **Web Services Toolkit** for Portal **additional processor license** - per virtual or physical processor.	AMNDA-WbSrvPort-AdP-T	$6,900.00	10.00%	$6,256.58
	EDMS Adapter	AMNDA-EDMS-T	$10,350.00	10.00%	$9,384.86
AMANDA Public Access Options					
CSDC SYSTEMS	**User Registration Package** supports: Web Form Registration, Edit / Modify Existing Registration, PIN based Registration, Reset / Password Recovery, Login using AMANDA Authentication, Captcha	AMNDA-PP-UsrR-T	$6,900.00	2.00%	$6,812.72
CSDC SYSTEMS	**Payment Package** supports: Payment via credit card, Email receipt of payment, Pay via mail in with notice when payment received	AMNDA-PP-Pay-T	$6,900.00	2.00%	$6,812.72
CSDC SYSTEMS	**RFS Package** supports: Submit an information request, Submit a complaint on an individual, Submit a complaint about a property, Submit a complaint about location	AMNDA-PP-RFS-T	$13,800.00	2.00%	$13,625.43
CSDC SYSTEMS	**Public Search Package:** Search for Permits on Property, Search for Property, Search for Licenses on Property, Search for Complaints on Property, Search for Licensed Contractors	AMNDA-PP-PubSrch-T	$6,900.00	2.00%	$6,812.72
CSDC SYSTEMS	**Permit Package** supports: Apply for Permit, My Permits, Upload Attachment, Receive Approved Permit via email, Received Notice via Email	AMNDA-PP-Prmt-T	$6,900.00	2.00%	$6,812.72
CSDC SYSTEMS	**Business License Package** supports:Apply for Business License My Business License Upload Attachment, Receive Approved LIcense via email, Received Notice via Email	AMNDA-PP-BusL-T	$ 6,900.00	2.00%	$6,812.72
CSDC SYSTEMS	**Professional License Package** supports: Apply for Professional License My Professional License Upload Attachment, Add Certification, Receive Approved LIcense via email, Received Notice via Email	AMNDA-PP-ProfL-T	$ 6,900.00	2.00%	$6,812.72
CSDC SYSTEMS	**Gaming License Package** supports: Apply for Gaming License My Gaming License Upload Attachment, Submit License Report, Update Event Details, Receive Approved LIcense via email, Received Notice via Email	AMNDA-PP-GamL-T	$ 13,800.00	2.00%	$13,625.43
CSDC SYSTEMS	**Vehicle License Package** suppors: Apply for Vehicle License, My Vehicle License, Upload Attachment, Submit Inurance Details, Manage License Fleet, Receive Approved LIcense via email, Received Notice via Email	AMNDA-PP-VehL-T	$ 20,700.00	2.00%	$20,438.15
CSDC SYSTEMS	**Inspection Package** supports: Request Inspection, Cancel Inspection. View Inspection Results,	AMNDA-PP-Insp-T	$ 6,900.00	2.00%	$6,812.72

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit	
CSDC SYSTEMS	**Inspection Extension** supports: Display a list of Deficiencies and Comply by dates, deliver notice via Email, Deliver notice via SMS	AMNDA-PP-InspE-T	$ 3,450.00	2.00%	$3,406.36	
CSDC SYSTEMS	**Renew License Package** supports: Receive renewal notification, select method of notification, renew via pin, renew anonymous, renew using password, renewal multiple	AMNDA-PP-RnwL-T	$ 13,800.00	2.00%	$13,625.43	
CSDC SYSTEMS	**Request & Receive Compliance Letter Package** supports: Request a Property Compliance letter, receive letter via email or My Documents	AMNDA-PP-ComLtr-T	$ 6,900.00	2.00%	$6,812.72	
CSDC SYSTEMS	**Authetication Adapter** for verifying registered users against LDAP or Active Directory.	AMNDA-PP-AAdpt-T	$ 6,900.00	2.00%	$6,812.72	
CSDC SYSTEMS	**FOIA Requestor Porta**l for public users to submit freedom of information requests	AMNDA-PP-ReqP-T	$ 45,000.00	10.00%	$40,803.75	
CSDC SYSTEMS	**Courts eFiling Portal** for public user and court officers to submit additoinal court information	AMNDA-PP-EFILP-T	$ 45,000.00	10.00%	$40,803.75	
AMANDA Portal Servers						
CSDC SYSTEMS	**Public Portal Non-Production Server:** For Development, Test or staging per instance.	AMNDA-PP-P300-T	$ 690.00	2.00%	$681.27	
CSDC SYSTEMS	**Public Portal Production Server:** Per active production instance. Supports up to 50 Smartlets.	AMNDA-PP-P301-T	$ 12,420.00	2.00%	$12,262.89	
CSDC SYSTEMS	**SmartGuide Designer License:** Drag and Drop Smartlet forms and workflow designer.	AMNDA-PP-P310-T	$ 1,725.00	2.00%	$1,703.18	
CSDC SYSTEMS	**Smartlet 10 pack -** 10 pack of Smartlet based forms.	AMNDA-PP-P320-T	$ 15,180.00	2.00%	$14,987.97	
CSDC SYSTEMS	**Smartlet 25 pack-** 25 pack of Smartlet based forms.	AMNDA-PP-P321-T	$ 34,500.00	2.00%	$34,063.58	

Related Services

RELATED SERVICE NAME	SERVICE DESCRIPTION (provide detailed service features)	Part/Service Number	MSRP COST EACH/Per Unit	Unit of Issue (In Hours)	Discount % off MSRP	* DIR Customer Price EACH/Per Unit
AMANDA COTS Implementation Services Program Management	Program Manager Level Support for implementing AMANDA Software, to work with client executive and management teams, and the Unisys Project Manager and Project team to guide implementation in order to realize benefits - Senior Project Manager or Program Manager	AMANDA_PRGM_001	$518.00	1	47.00%	$276.60
AMANDA COTS Implementation Services Project Management	Day to Day management of the Unisys Implementation Team, by providing oversight, administration, management of deliverables, and working with client Project Managers to manage risks, status, progress towarda completion	AMANDA_PRJT_001	$370.00	1	46.00%	$201.30

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit	
AMANDA COTS Implementation Services - Solution Architect and Application Specialist support Services	Lead Solution Architect for implementing AMANDA Licensing, Permitting, Inspection and Compliance Platform. Bring deep product knowledge and design experience to meet Customer's business requirements by directing the design and the technical aspects of solution implementation	AMANDA_SOLN_001	$398.00	1	32.00%	$272.67
AMANDA COTS Implementation Services - Senior Data Architect and Integration Specialist Support Services	Data and Integration Specialist focused on developign interfaces to various sources of data that need to be interfaced with for the AMANDA solution. Also will lead and drive the aspects of Data cleansing, transformation and migration of efforts working with client personnel and other developers	AMANDA_DATA_001	$398.00	1	32.00%	$272.67
AMANDA COTS Implementation Services - Lead Business Architect Services	Liases with the client Operational and Process Managers and specialists in order to understand, document, business requirements,reengineering efforts and works closely with the Technical specialists to architect the solution to meet client business requirements. Leads the Team of Business analysts and also the testing and training efforts	AMANDA_LDBA_001	$428.00	1	37.00%	$271.66
AMANDA COTS Implementation Services - Senior Business Analyst	Works with the Lead Business Architect and the Development Manager to understand, document and translate business requirements into Technical Designs, works on the Training and Quality Assurance aspects of the solution.Also leads and participates in reengineering efforts with client personnel	AMANDA_SRBA_001	$327.00	1	31.00%	$227.32
AMANDA COTS Implementation Services - Business Analyst	Similar responsibilities as the Senior Business Analyst, part of the Business Analyst team. For smaller implementations, will play the role of the Senior Business Analyst	AMANDA_MDBA_001	$270.00	1	47.00%	$144.17
AMANDA COTS Implementation Services - Development Manager	Along with the Project Manager, leads all of the Software Development efforts for this solution including any Data Migration, Cleansing and Transforamtion efforts. Will also work with the Interface developers and Software Configuration specialists to make sure they meet the requirements as designed.	AMANDA_DVMG_001	$339.00	1	44.00%	$191.26

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit	
AMANDA COTS Implementation Services - Senior Software Developer	Works on developing Software on the AMANDA COTS Platform to fulfill technical requirements, also responsible for the Technical design of significant aspects of the solution in oder to meet business requirements. Will work closely with Solution Architect and the Development Manager and the other Software Developers	AMANDA_SSFD_001	$270.00	1	39.00%	$165.94
AMANDA COTS Implementation Services - Software Developer	Similar responsibilities to that of the Software Developer, for smaller implementations will play the role of the Senior Software Developer.	AMANDA_MSFD_001	$200.00	1	25.00%	$151.13
AMANDA COTS Implementation Services - Data Modeler / ETL Developer	Modeling various Data elements and entities, working closely with the Data Architect. Also responsible for crafing Data Migration Scripts and other technical aspects of interfacing and loading data into the AMANDA solution platform	AMANDA_DMTL_001	$200.00	1	38.00%	$124.93
AMANDA COTS Implementation Servics - Trainer	Trains the End users, managers, and Technical System Administrators of the AMANDA Platform, based on the specific client requirements as designed. Will also develop client specific training materials as required	AMANDA_TRNR_001	$125.00	1	24.00%	$95.71
AMANDA COTS Implementation Services - QA Lead	Leads the Quality Testing Efforts for the solution to test all aspects including performance, stress testing, system testing and reliability testing. Leads the team of Quality specialists and works closely with client personnel and the implementation team to track, identify and bring to closure any defects identified during the testing process	AMANDA_QALD_001	$270.00	1	31.00%	$187.70
AMANDA COTS Implementation Services - QA Specialists	Quality Assurance specialists working on testing various aspects of the AMANDA solution to make sure the design meets the specifications	AMANDA_QASP_001	$156.00	1	23.00%	$121.02
AMANDA COTS Implementation Services - Technical Writers	Supporting the implementation team in producing technical documentation and training materials, especially for larger implementations	AMANDA_TEWR_001	$156.00	1	33.00%	$105.30
AMANDA COTS Solution Platform and Application Support Services - Support Manager	Manages the ongoing platform and/or application support services - leads the team of specialists that provide Hosting or Software as a Service Support, as well as application support (as configured)	AMANDA_SPMG_001	$370.00	1	47.00%	$197.57

Texas Department of Information Resources
DIR Contract Number DIR-TSO-3949
Appendix C, Pricing Index

PRODUCT MANUFACTURER/ BRAND	PRODUCT DESCRIPTION	Part Number	MSRP COST EACH/Per Unit	Revised Discount % off MSRP	* DIR Customer Price EACH/Per Unit	
AMANDA COTS Solution Platform and Application Support Services - Platform Support Specialist	Provides ongoing Platform Support, for solutions hosted in Unisys Data Center or commercial cloud platforms that are managed by Unisys	AMANDA_PTST_001	$249.00	1	54.00%	$115.40
AMANDA COTS Solution Platform and Application Support Services - Support Manager	Provides ongoing Application Support, including bug fixes and minor enhancements on the AMANDA application as configured to meet requirements	AMANDA_APST_001	$270.00	1	54.00%	$125.13
AMANDA COTS Solution - Software Maintenance Support	Provides ongoing Software Maintenance and Patching Support for the Platform as Configured and implemented	AMANDA_MTST_001	$270.00	1	54.00%	$125.13

TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX D TO DIR CONTRACT NUMBER DIR-TSO-3949
AMANDA SOFTWARE LICENSE AGREEMENT

This Appendix D to DIR Contract Number DIR-TSO-3949 and AMANDA Software License Agreement is an agreement between:

By Unisys Corporation, DIR Contract Number DIR-TSO-3949 (Hereafter referred to as "Vendor") On behalf of: CSDC Systems Inc. 1705 Tech Avenue, Unit 1 Mississauga ON L4W 0A2 (Hereafter referred to as "Licensor")	and	\<customer name and address\> (Hereafter referred to as "Licensee" or "Customer")

For the Software as identified in Appendix D1 – AMANDA Licensed Software Schedule attached hereto and incorporated by reference as written. With the installation and or use of the Software as identified in Appendix D1 – AMANDA Licensed Software Schedule of this Agreement, the Licensee accepts all the Terms and Conditions of DIR Contract Number DIR-TSO-3949 and this Agreement.

1. TERMS AND CONDITIONS

Licensor and the Licensee hereby agree that the following terms and conditions will apply to each license granted under this Agreement.

2. DEFINITIONS

2.1. "Agreement"

Means DIR Contract Number DIR-TSO-3949, this AMANDA Software License Agreement and any appendices and any attachments thereto.

2.2. "Contract"

Means Texas Department of Information Resources (DIR) Contract Number DIR-TSO-3949 between DIR and Unisys Corporation.

2.3. "Commencement Date"

Shall mean the date on which the Licensee begins using all or part of the functions of the AMANDA Licensed Software for Production purposes or 12 months after Installation date, whichever comes first. Commencement Date for additional software purchases not listed in Appendix D1 shall mean thirty (30) days after receipt of the software by Licensee from Licensor.

2.4. "Effective Date"

Shall mean the date of receipt by the Customer.

2.5. "Upgrade(s)"

Shall mean improvements made by Licensor to the AMANDA Licensed Software which relates to operating performance and does not change the basic function of the AMANDA Licensed Software.

2.6. "Enhancement(s)"

Shall mean Modifications made by Licensor to the Licensed Software which relate to the enhancement of operating performance but does not change the basic function(s) of the Licensed Software.

2.7. "Modification(s)"

Shall mean any programmatic or database schema changes made to the Licensed Software.

2.8. "Licensed Software"

Shall mean information which directs a data processing system and associated equipment to perform a function or functions and which may be loaded into or removed from such data processing system software owned or distributed by Licensor for which the Licensee is granted a license pursuant to this Agreement.

Licensed Software shall also, for purposes of this document, mean:
1. A database schema and triggers resident on a server computer;
2. Client computer program; and
3. The media containing the Licensed Software program(s) which is in machine readable form and which will operate on such data processing systems and includes all necessary manuals and documentation related to the Licensed Software as specified in Appendix D1 of this License.

Licensed Software does not include onsite-specific specific setup / configuration such as:
1. business rules;
2. converted data;
3. output forms and reports;
4. valid and default, tables and, lookup tables;
5. merge documents and citizen facing web pages; or
6. configuration of interfaces using Licensor's APIs or custom developed interfaces that are part of the Licensee's setup.

2.9. "Supported License"

Shall mean a license which includes software maintenance and support Services for the relevant time period and for which no payments are due and owing at the time.

2.10. "Software Bug(s) or Defects"

Shall mean errors reported by the Licensee regarding the Licensed Software (as an error code) during its operation or the inability of the software to perform a function as described in the Licensed Software documentation provided by Licensor. This is exclusive of any faults or problems introduced by the Licensee due to modifications or related to any site-specific configuration not mutually agreed upon between the Licensee and the Licensor.

2.11. "Designated Support Contact"

Shall mean an employee of the Licensee that has been designated by the Licensee, with written notice to Licensor, with the authority of reporting Software Bugs, Defects, requesting Upgrades, requesting Enhancements, and requesting Modifications from Licensor.

2.12. "Installation Date"

The date that the Licensed Software is installed on a server computer and/or a client computer at the Licensee's site.

2.13. "Technical Documentation"

Shall mean a documentation that provides a descriptive summary of the source code for a particular AMANDA Licensed Software module or feature.

2.14. "Material Breach"

Shall be handled in accordance with Section 5.F Injunctive Relief and Section 11.B.4 Termination for Cause Part a) of Appendix A Standard Terms and Conditions to DIR Contract Number DIR-TSO-3949. Material Breach shall mean a breach that carries significant financial or operational consequences or is affecting the intellectual property rights of a party or its reputation.

3. SOFTWARE LICENSE

3.1. Rights Granted

A.   LICENSOR hereby grants to the Licensee a non-exclusive perpetual license to use the Licensed Software. The Licensee obtains rights, pursuant to DIR Contract Number DIR-TSO-3949 and this Agreement, as follows:

1.   To use the Licensed Software on one server computer designated for production use, and one or more client computer(s) with limitations as defined in Appendix D1– AMANDA Licensed Software Schedule;

2.   To copy the Licensed Software for archival, disaster recovery or backup purposes. All archival and backup or disaster recovery copying of the Licensed Software is subject to the provisions of DIR Contract Number DIR-TSO-3949 and this Agreement, and all titles, trademarks, copyright and restricted rights notices shall be reproduced in such copies;

3.   To modify the Licensed Software only with Licensor's approval; and

4.   To use the Licensed Software on the Licensee's development machines for the purposes of testing software upgrades.

B.   The Licensee agrees not to cause or permit the reverse engineering, disassembly, or decompilation of the Licensed Software.

C.   By virtue of this Agreement, the Licensee acquires only the right to use the Licensed Software and does not acquire any rights of ownership. All right, title and interest in the AMANDA Licensed Software shall at all times remain the property of Licensor.

3.2. Transfer and Assignment

A. The Licensed Software may be transferred to a different operating system and/or upgraded CPUs or CPUs of like configuration or the designated CPUs may be transferred to other locations within the Licensee's organization.

B. The rights granted herein shall not be assigned or transferred to a third party without the prior written permission of Licensor, which consent shall not be unreasonably withheld.

3.3. Documentation

Licensor will provide the Licensee with one (1) bound paper copies and one electronic, PDF, copy of all relevant user documentation in addition to one (1) bound paper copies and one electronic, PDF, copy of all relevant Technical Documentation. Help documentation is provided only in an electronic format on-line with the application. On-line help may be printed as required. The Licensee is authorized to make unlimited copies of the documentation and / or the on-line help in its entirety and / or extracted sections for internal staff training purposes only. Full printed documentation and / or any extracted sections and / or on–line help must include Licensor's copyright and confidential statements.

4. MAINTENANCE AND SUPPORT SERVICES

4.1. Renewal of AMANDA Maintenance and Support Services

A. In order to renew AMANDA Maintenance and Support Services after the one-year anniversary date of the Commencement Date or 12 months from the Installation Date, whichever date comes first, the Licensee must agree in writing to a AMANDA Maintenance and Support Agreement for incremental terms of one year.

Renewal of the Maintenance and Support Services is optional and not automatic. Licensing and Maintenance &Support Services will not be provided should the Customer not renew licensing and maintenance and support services in writing to the Vendor. C. Vendor will invoice the Licensee in writing at least forty-five (45) calendar days prior to the expiry of each anniversary licensing and maintenance and support services. and the Licensee must make payment in accordance with Section 8, Pricing, Purchase Orders, Invoices, and Payments of Appendix A to DIR Contract Number DIR-TSO-3949, If the Customer wishes to discontinue support services, it shall notify the Vendor in writing upon receipt of the invoice, but no later than ten (10) calendar days prior to the expiration date of the current term of the Licensing and Maintenance & Support Services.

5. TERM AND TERMINATION

5.1. Term

This Agreement and each license granted hereunder have an initial one-year term and unless otherwise terminated in accordance with DIR Contract Number DIR-TSO-3949 and this Agreement will renew in accordance with DIR Contract Number DIR-TSO-3949.

5.2. Termination by the Licensee

5.2.1 Termination shall be handled in accordance with Section 11.B of Appendix A to DIR Contract Number DIR-TSO-3949.

5.3. Effect of Termination

Termination of DIR Contract Number DIR-TSO-3949, this Agreement or any license granted hereunder shall not limit either party from pursuing any other remedies available to it in accordance with DIR Contract Number DIR-TSO-3949, including injunctive relief, nor shall such termination relieve the Licensee's obligation to pay all fees that accrued prior to such termination.

TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX D TO DIR CONTRACT NUMBER DIR-TSO-3949
AMANDA SOFTWARE LICENSE AGREEMENT
6. WARRANTIES, REMEDIES, LIMITATION OF LIABILITY

6.1. Infringement Indemnity

A. Infringement and Indemnification shall be handled in accordance with Section 10. Vendor Responsibilities of Appendix A, Standard Terms and Conditions to DIR Contract Number DIR-TSO-3949.

6.2. Warranties and Disclaimers

A. Warranties

1. Software License Warranties
For each Supported License, Licensor warrants the software for a period of 90 days from the Installation Date (Warranty Period) or Until Commencement Date whichever comes first that the AMANDA Licensed Software, unless modified by the Licensee without Licensor's approval, will perform the functions described in the documentation provided by Licensor when operated on the designated hardware and operating system. Licensor will undertake to correct any error condition within 10 business days from the date of report of such condition by the Licensee.

2. Media Warranty
Licensor warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for 90 calendar days from the Effective Date. During the 90-day period, the Licensee may return defective media to Licensor and it will be replaced without charge. Replacement of media is the Licensee's sole remedy in the event of a media defect.

3. Ownership Warranty
Licensor warrants that it is the sole owner of the Licensed Software or has the full power and authority to affect Upgrades, Enhancements and Modifications referred to herein and will indemnify and hold the Licensee harmless from and against any loss, cost, liability and expense arising out of any breach or claimed breach of this warranty.

B. Limitations on Warranties

1. The warranties above are exclusive and in lieu of all other warranties, whether expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose.

2. Licensor may **not** supply the Licensee with pre-production releases of Licensed Software, labeled "Alpha" or "Beta".

3. All warranties are void if Licensee makes any modifications to the Licensed Software without express written approval by Licensor.

6.3. Escrow

For as long as this Software License Agreement is active, associated undisputed Fees are paid in full; and upon receipt of written request from Licensee, Vendor will establish and then maintain for the remaining term of this Agreement (and for so long as Vendor is obligated to provide maintenance and support services for the AMANDA Licensed

Software under DIR Contract Number DIR-TSO-3949, the source code with the escrow agent identified in the Source Code Escrow Deposit Agreement with Licensee identified as a beneficiary. "Source Code" means the human-readable version of the Software that can be complied into machine-readable code.

6.4. Exclusive Remedies

For any breach of the warranties contained in Paragraph 6.2 above, the Licensee's exclusive remedy, and Licensor's entire liability, shall be:

The correction of Licensed Software errors or replacement of Licensed Software media. If Licensor is unable to make the Licensed Software operate as warranted, the Licensee shall be entitled to recover the full applicable License and Technical Support Services fees in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-3949, if any, paid to Vendor. Should the Licensee choose to continue to use any of the Licensed Software or portions thereof, the recovery of the License and Maintenance and Support Services fees shall be prorated accordingly. Should the parties fail to agree on the prorated amounts, the Texas Department of Information Resources Contract Manager will issue findings in accordance with DIR Contract Number DIR-TSO-3949 which shall be binding to both parties.

6.4. Limitation of Liability

Limitation of Liability shall be handled in accordance with Section 10. Vendor Responsibilities, K. Limitation of Liability of Appendix A to DIR Contract Number DIR-TSO-3949.

7. PAYMENT PROVISION

7.1. Invoicing and Payment

Invoicing and Payment shall be handled in accordance with Section 8. Pricing, Purchase Orders, Invoicing and Payments of Appendix A Standard Terms and Conditions of DIR Contract Number DIR-TSO-3949. First year standard Licensor Maintenance and Support Service fees shall be in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-3949 and will apply from the expiry of the Warranty Period.

A. Fees for the Licensor Maintenance and Support Services for subsequent years shall be due in advance and will be those in effect at the beginning of the period for which the fees are paid. Maintenance and Support Services for subsequent years shall be at the option of the Licensee.

As long as Licensee has a valid, paid-up Maintenance and Support Agreement in place, any Updates provided to Licensee under such agreement shall, upon installation, replace earlier versions of the Software and shall be governed by DIR Contract Number DIR-TSO-3949 and this Agreement.

8. GENERAL TERMS

8.1. Non-disclosure

By virtue of DIR Contract Number DIR-TSO-3949 and this Agreement, the parties may have access to information that is confidential to the other ("Confidential Information"). Confidential Information shall be limited to the Licensed Software and all information clearly marked as confidential.

TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX D TO DIR CONTRACT NUMBER DIR-TSO-3949
AMANDA SOFTWARE LICENSE AGREEMENT

A party's Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the other party, or (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is required to be disclosed under the Texas Public Information Act or similar statute.

The parties agree to forever hold each other's Confidential Information in confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement.

8.2. Governing Law

DIR Contract Number DIR-TSO-3949 and this Agreement shall be constructed under, governed by and interpreted in accordance with the laws of the State of Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

In any legal action relating to DIR Contract Number DIR-TSO-3949 and this Agreement, and any Service Order shall be governed by the laws of the State of Texas. Venue shall be in the State Courts of Travis County, Texas.

8.3. Notice

All notices, including notices of address change, required to be sent hereunder, shall be in writing and delivered by common carrier (for example: UPS, Federal Express, etc.) or delivered in person or by facsimile transmission to the then applicable address for the party receiving the same. Receipt of any notice will be deemed to be the earlier of five (5) calendar days after the date of mailing and the actual date of delivery unless service is interrupted.

Licensor   **Licensee**

On Behalf of Licensor: and   <Customer Name>
                                            Attention: Director of Purchasing
Attn: John Dean Holliday   <Customer Address>
Unisys Corporation
801 Lakeview Drive, Suite 100
Blue Bell, Pennsylvania 19422.
Phone: (512) 705-3847
Email: john.holliday@unisys.com

8.4. Severability

In the event any provision of DIR Contract Number DIR-TSO-3949 and this Agreement is held to be invalid or unenforceable by a court as defined in Section 8.2 of this Agreement the same may be severed and the remaining provisions of DIR-TSO-3949 and this Agreement will remain in full force and effect.

8.5. Waiver

The waiver by either party of any default or breach of DIR Contract Number DIR-TSO-3949 or this Agreement shall not constitute a waiver of any other or subsequent default or breach.

8.6. Force Majeure

Force Majeure shall be handled in accordance with Section 11.C. Force Majeure of DIR Contract Number DIR-TSO-3949.

8.7. Assignment

Assignment shall be handled in accordance with Section 4. General Provisions, D. Assignment of Appendix A Standard Terms and Conditions of DIR Contract Number DIR-TSO-3949.

8.8. Entire Agreement

DIR Contract Number DIR-TSO-3949, including all Appendices and this Agreement plus Appendix D1, AMANDA Licensed Software Schedule as attached constitute the complete agreement between the parties and supersede all previous agreements or representations, written or oral, with respect to the Licensed Software specified herein. In the event of a conflict in Terms between this Agreement and DIR Contract Number DIR-TSO-3949, the Terms of DIR Contract Number DIR-TSO-3949 shall take precedence. This Appendix D to DIR Contract Number DIR-TSO-3949, AMANDA Software License Agreement may not be modified or amended except in writing and signed by a duly authorized representative of DIR and Vendor.

It is expressly agreed that any terms and conditions of the Licensee's purchase order issued in respect of this Agreement shall be not be superseded by the terms and conditions of this Agreement unless the specific terms are agreed by the Licensee and Vendor and so annotated and acknowledged by the Vendor on the Licensee's Purchase Order.

8.9. Survival of License

Survival shall be handled in accordance with Section 4.E of Appendix A, Standard Terms and Conditions of DIR Contract Number DIR-TSO-3949.

8.10. Enurement

The agreement will enure to and be binding upon the parties, their successors and assigns.

8.11. Acceptance

When the Licensor provides a software module and / or an AMANDA release that contains additional AMANDA products and / or licenses to the Licensee, the deliverable will be deemed accepted unless the Licensor receives from the Licensee a notice within twenty (20) business days of acquisition indicating detail about the

failure of the deliverable's objective to conform to the specifications outlined in the product documentation.

TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX D TO DIR CONTRACT NUMBER DIR-TSO-3949
AMANDA SOFTWARE LICENSE AGREEMENT

8.12. **Authorization**

Both parties agree that upon mutual consent, the Appendix D1, AMANDA Licensed Software Schedule, attached hereto can be modified by the authorized representatives listed in section 8.4 above. A modified Appendix D1 is required to be signed and dated by the authorized representatives listed in section 8.4 above.

End of Appendix D

SIGNED:

Unisys Corporation, Vendor
On behalf of Licensor:

_____

By:

_____

Title

_____

Date

Licensee

I have the authority to bind the Licensee.

By: _____

<Title1>

CORPORATE SOFTWARE LICENSE AGREEMENT

APPENDIX D1 –AMANDA LICENSED SOFTWARE SCHEDULE

A. Core Software

CORE SOFTWARE		
Item	**Software Package**	**Unit**

SIGNED:

Licensor/Vendor Representative	**Licensee Representative**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date