

**Amendment Number 1**  
**to**  
**Contract Number DIR-SDD-1369**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Calence, LLC dba Insight Networking**

This Amendment Number 1 to Contract Number DIR-SDD-1369 (“Contract”) is between the Department of Information Resources (“DIR”) and Calence, LLC dba Insight Networking (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 9, Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts**, is hereby amended to add the following:

F. All references to DIR Go DIRect are hereby revised and replaced with DIR ICT Cooperative Contracts.

2. **Appendix A, Section 3, Definitions, H. Compliance Check**, is hereby amended to add the following:

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

3. **Appendix A, Section 9, Vendor Responsibilities, C. Vendor Certifications**, is hereby restated in its entirety as follows:

**C. Vendor Certifications**

Vendor certifies that it and its designated Order Fulfillers: (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract; (ii) are not currently delinquent in the payment of any franchise tax owed the State of Texas and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) have not received payment from DIR or any of its employees for

participating in the preparation of the Contract; (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate; (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract; (vii) are not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration; (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control; (ix) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328; (x) Vendor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas; (xi) Vendor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; (xii) Vendor certifies for itself and its subcontractors that it has disclosed or does not employ any current or former employees of the State of Texas and has disclosed or does not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the Contract, Vendor certifies it shall disclose for itself and on behalf of subcontractors the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity; (xiii) Vendor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, Vendor certifies it shall disclose for itself and on behalf of subcontractors the actual or potential conflict of interest and any circumstances which create the appearance of impropriety; (xiv) Vendor represents and warrants that the Customer's payment to Vendor and Vendor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and (xv) under Section 2155.006, Government Code, Vendor certifies that the individual or business entity in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract. During the term of the Contract, Vendor shall, for itself and on behalf of its subcontractors, 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.

4. **Appendix A, Section 9, Vendor Responsibilities, G. Responsibility for Actions**, is hereby restated in its entirety as follows:

**G. Responsibility for Actions**

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

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Item 18 of Appendix A to the RFO and/or Section 9.C. (xii) and (xiii), Vendor Certifications of this Appendix A to the Contract change and covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

5. **Appendix A, Section 9. Vendor Responsibilities, R. Substitutions** is hereby re-titled as follows: **R. Product and/or Services Substitutions**.
6. **Appendix C. Pricing Index**, is hereby restated in its entirety and replaced with the attached **Appendix C. Pricing Index**. DIR and Vendor agree that the original Appendix C incorrectly scoped the awarded products and services. The new Appendix C is a complete and correct statement of the scope of this Contract.
7. All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1 and then the Contract.

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**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of last signature.

**Calence, LLC dba Insight Networking**

**Authorized By:** Signature on file

**Name:** Rob Pinkham

**Title:** SVP

**Date:** 6/21/2010

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

**Authorized By:** Signature on file

**Name:** Cindy Reed

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

**Date:** 6/24/2010

**Legal:** Initials on file 6/23/2010