

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
**WILBUR L. ANDERSON, INC.**

**1. Introduction**

**A. Parties**

This Contract for Products and Related Services (“Contract”) is entered into between the State of Texas (“State”), acting by and through the Department of Information Resources (“DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Wilbur L. Anderson, Inc. (hereinafter “Vendor”), with its principal place of business at 320 West 26<sup>th</sup> Street, San Angelo, Texas 76903.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-209, on December 6, 2013, for Data Communications & Networking Equipment and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-209 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-209, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-209, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then 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substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.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 two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) optional one-year terms. Protracted contract negotiations may, in DIR’s sole discretion, result in fewer optional terms.

**3. Product and Service Offerings**

**A. Products**

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

**B. Services**

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

**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-quarter of one percent (0.75%). 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 by Vendor in the price to the Customer.

**6. Notification**

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

If sent to the State:

Dana L. Collins, CTPM, CTCM  
Manager, Contract and Vendor Management  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759  
Email: [dana.collins@dir.texas.gov](mailto:dana.collins@dir.texas.gov)

If sent to the Vendor:

James Bird  
Wilbur L. Anderson, Inc.  
320 West 26<sup>th</sup> Street  
San Angelo, Texas 76903  
Phone: 325-658-6539  
Facsimile: 325-655-1185  
Email: [james.bird@westerntowers.com](mailto:james.bird@westerntowers.com)

**7. Authorized Exceptions to Contract or any Appendices**

**A. Appendix A, Section 8. Pricing, Purchase Orders, Invoices, and Payments, D. Shipping and Handling Fees, is hereby deleted and replaced in its entirety as follows:**

The price to the Customer under this Contract does not include all shipping and handling fees. Vendor will pay shipping and handling and will invoice customer for this costs, not to exceed amounts quoted to customer, prior to customer placing the order. Shipments will be Free On Board Customer's destination. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

**(Remainder of page intentionally left blank)**

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

**WILBUR L. ANDERSON, INC.**

Authorized By: Signature on File

Name: Charles Anderson

Title: President

Date: 9/4/2014

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

Authorized By: Signature on File

Name: Karen Robinson

Title: Executive Director

Date: 9-25-14

Office of General Counsel: DB 9-19-14