

**Appendix D of DIR Contract No. DIR-SDD-1869
Supplemental Agreement for Managed IT Services**

This Supplemental Agreement (Agreement) for Managed IT Services is between the Texas Agency Name (TEX) and Vintage IT Services (VINTAGE), pursuant to Contract “DIR-SDD-1869” between the State of Texas, acting by and through the Department of Information Resources and VINTAGE. TEX and VINTAGE agree to be bound by all the terms and provisions of Seat Management Contract “DIR-SDD-1869” and this Supplemental Agreement (Agreement).

1. Business Model

The TEX is procuring the following items and services from VINTAGE for use describe the business model.

2. Purpose

The purpose for which the TEX is procuring the following items and services from VINTAGE is so that describe the purpose.

3. Term

This Agreement shall be from the date of the last party to sign until date (initial contract term). TEX may exercise the option to extend describe extension terms. These periods are as follows:

Extended term 1: ETC

4. Customer Dependencies

The following information or items will be procured by TEX and provided by the TEX in support of the requirements of this Agreement:

List Here Client requirements

5. Out-of-Scope Work

Any hardware, software, or support not specially listed in this document is considered Out-of-Scope Work. VINTAGE may perform Out-of-Scope Work provided one of the three conditions are met:

1. The TEX point of contact approves the use of the additional service hours included in this Supplemental Agreement.
2. VINTAGE and TEX enter into an amendment to this Agreement or a separate Supplemental Agreement.
3. TEX utilizes another purchasing method authorized by House Bill 1516 and approved by DIR directives or contracts.

The following items are specifically Out-of-Scope Work:

1. List here

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6. Overview

Appendix A, Statement of Work list the specific equipment and services provided.

7. Customer Support and Requests for Services

All requests for service during business days must be directed to VINTAGE at 512-481-1117 between the business hours of 7:30am – 6pm. All requests for service after hours, holidays, and weekends must be directed to VINTAGE at 800-983-6186.

Callers will identify themselves as a **TEX** employee. **TEX** will have a limited number of management personnel identified as authorized to call for after hours support.

The call will be logged including a description of the problems. If VINTAGE cannot resolve the problem immediately, caller will be advised as to the next step for problem resolution in accordance with the service levels described in below. Supported hardware/software is that provided by VINTAGE in this agreement or specifically listed in the agreement.

VINTAGE will **describe SLA here**.

Events out of VINTAGE control may occur which prevent systems being returned to service by the times specified. For example: parts not available from the manufacturer, software bugs with no available fixes from the manufacturer. In those cases VINTAGE will work to provide work arounds like reconfiguring the network or proposing alternative configurations in the workstations.

“Level 1 Support” will provide basic support to determine that the problem is in the hardware, operating system software (MS XP Pro), or basic connectivity. If Level 1 support suspects the problem is in the application software (Toxicall, Micromedex, Eloyalty) then the problem will be escalated to Level 2.

“Level 2 Support” is problem resolution for the application software and would involve interfacing with the application software manufacturer to determine problems and implementing solutions or work arounds suggested by the software manufacturer

Hardware warranty is provided on all VINTAGE supplied systems. Hardware failure replacement response will be dependent on manufacturer’s warranty

No software is warranted against failure. For software failures, VINTAGE will troubleshoot and apply manufacturer supplied fixes and/or suggest “work-arounds” that can be implemented by **TEX**

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8. Performance and Activity Reports

Maintain network monitoring documentation. Report Daily and Weekly monitoring findings. Advise client of recommended extra cost activities

VINTAGE will document each phone call or other **TEX** request for service.

Documentation will include:

- date/time of service request
- requestor
- problem description
- technician assigned to resolve the problem
- problem resolution
- date/time problem resolved.

VINTAGE will provide documentation of each request for service on a monthly basis. Should **TEX** require additional reporting of the service request information, **TEX** and VINTAGE will work together to design a mutually agreed to format.

9. TEX Point of Contact

The point of contact for **TEX** is:

Name
Address
Austin, Texas
Phone
Email

If there is a change in the staff serving as point of contact, **TEX** will notify VINTAGE in writing immediately.

10. Vendor Project Manager

The point of contract for VINTAGE is:

Steve Hanes
Vice-President
1210 W. 5th Street
Austin, Texas 78703
(512) 481-1117 phone
(512) 481-0206 fax
sahanes@vintageits.com

If there is a change in the staff serving as point of contact, VINTAGE will notify **TEX** in writing immediately.

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11. Confidentiality

VINTAGE will have access to **TEX** data, premises, equipment, personnel and property during the term of this Agreement. In the performance of this Agreement, VINTAGE shall exercise reasonable care to preserve the integrity, privacy, and confidentiality of the data as well as the safety, security, and integrity of **TEX** premises, equipment, personnel and property. All **TEX** equipment, hardware, and software shall be used for official state business as necessary in the performance of this Agreement. VINTAGE may also be provided, either intentionally or inadvertently, with data or other information that is confidential either by being designated as such by **TEX** or as a matter of law. In the event VINTAGE receives confidential data or information, VINTAGE shall take immediate and reasonable steps to return such confidential data or information and ensure that the data or information is not disseminated to any other person. VINTAGE acknowledges that during the period this Agreement is in force, and limited only to the work performed under this Agreement, it is subject to the same statutory confidentiality provisions that are binding upon **TEX**.

12. Indemnification

VINTAGE warrants that each product, including but not limited to any equipment, hardware, and software furnished by it hereunder (collectively, Product) will not infringe upon or violate any patent, copyright, trade secret or any other proprietary right of any third party or contain the confidential information of any third party. If any claim by a third party against the **TEX** asserting or involving a patent, copyright, trade secret or proprietary right violation involving any Product furnished by Supplier hereunder, then the Supplier will defend and indemnify the **TEX** against such claim. In no event shall **TEX** be liable to VINTAGE for any license or maintenance payments after the date, if any, that **TEX** is no longer legally permitted to use any Product because of such actual or claimed infringement. If removal or replacement of infringing Product is required or undertaken pursuant to this Supplemental Agreement, VINTAGE shall use reasonable care in the removal or modification thereof and shall, at its own expense, restore the remaining systems as nearly to their original condition as defined in the appropriate Appendix.

13. Definitions

“Holidays” are designated by the Federal Government as days when all Federal agencies are closed for business.

Software maintenance: the installation of any and all manufacturer-generated supplements, improvements, and/or corrections to their software not otherwise charged for by the manufacturer.

Hardware maintenance: the repair or replacement of any and all malfunctioning components of the affected server or workstation, up to and including replacement of the server or workstation itself.

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License Upgrade: a manufacturer-generated improvement to its software for which the manufacturer charges an amount over the purchase (license) price of the software.

Ghost license: Software license for the software published by Symantec named Ghost.

Ghost image: A software image created for a workstation utilizing the Ghost software license.

Desk Side Services: The dispatching of a service technician for hardware and software malfunctions, diagnosis repair and return to service of malfunctioning equipment or software when the problem cannot be resolved via telephone.

19. Dispute Resolution

(1) VINTAGE and **TEX** shall use the dispute resolution process provided in Chapter 2260 of the Government Code to attempt to resolve any claim for breach of contract made against the **TEX**. To initiate the process, VINTAGE shall submit written notice, as required by subchapter B, to **TEX**'s Executive Director. The notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked.

(2) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is VINTAGE's sole process for seeking a remedy for any and all alleged breaches of contract by **TEX** if the parties are unable to resolve their disputes under (1) of this Section.

(3) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practice and Remedies Code. Neither the execution of this Agreement by **TEX** nor any other conduct of any representative of the **TEX** relating to the Agreement shall be considered a waiver of sovereign immunity to suit.

(4) The submission, processing and resolution of VINTAGE's claim is governed by the rules of the Office of the Attorney General at 1 Texas Administrative Code, Chapter 68 adopted pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

(5) The pendency of a claim does not constitute grounds for the suspension of performance by a party, in whole or in part.

20. Pricing, Invoicing, and Payment

Describe payment here.

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TEX shall comply with Chapter 2251, Texas Government Code, in making payments to VINTAGE.

21. Appropriations Contingency

TEX's obligations to make payments hereunder that extend past the current biennium are expressly made contingent upon sufficient legislative appropriation from the 83rd or subsequent Legislatures. If no funds or insufficient funds are appropriated by the Texas Legislature in any fiscal period for monies due under this Supplemental Agreement, then TEX will immediately notify VINTAGE of such occurrence and this Supplemental Agreement shall terminate, either in whole or in part, on the last day of the fiscal period for which appropriations were received, without penalty or expense to the Customers of any kind, except as to the proportions of monies herein agreed upon and for which funds shall have been appropriated and budgeted.

22. Termination

If this Agreement is terminated in accordance with the termination provisions herein or the termination provisions specified in Seat Management Contract "DIR-SDD-1869", VINTAGE will cease providing services on the effective date of the termination. VINTAGE and TEX will coordinate the removal of the VINTAGE supplied equipment from the TEX premises.

TEX may purchase the equipment supplied by VINTAGE under this Agreement at a negotiated, fair market value upon written notice to VINTAGE. Upon receipt of written notice, TEX and VINTAGE will begin negotiation for TEX to acquire the equipment.

Texas **Agency Name**

Vintage IT Services

By: _____

By: _____

Sheryl M. Hanes
President

Date: _____

Date: _____

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Appendix A

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