

## APPENDIX D to DIR CONTRACT NUMBER DIR-TSO-2616

### SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made between {*Customer Name*} {*Customer Address*} (hereinafter referred to as “Customer”) and **Savvy Technology Solutions LLC**, 100 Congress Avenue, Suite 2000, Austin TX 78701 (hereinafter referred to as “Vendor”).

This Agreement includes the following Exhibit:

- Exhibit D-1 : Statement of Work

### RECITATIONS

This Agreement will adhere to the "Order of Precedence" of DIR Contract DIR-TSO-2616 (“Contract”).

This Agreement will adhere to DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts.

- A. The Vendor is a for-profit information technology services provider. Customer’s specific Comprehensive Web Development and Managed Services pertains to this Agreement is outlined in Exhibit D-1, Statement of Work.
- B. The Vendor agrees to provide the specific Comprehensive Web Development and Managed Services to the Customer in accordance with Appendix A, Standard Terms and Conditions For Services Contracts of DIR Contract DIR-TSO-2616.

In consideration of the premises and the mutual covenants hereinafter set forth, the Customer and the Vendor have agreed as follows:

1. Scope of Agreement. This Agreement sets forth the specific Comprehensive Web Development and Managed Services to be provided by the Vendor for the Customer. All services to be provided by the Vendor shall be understood to mean and refer to Exhibit D-1, Statement of Work.
2. Services. The Vendor agrees to provide specific Comprehensive Web Development and Managed Services to the Customer. The details of the services are set forth in Exhibit D-1, Statement of Work.
3. Term of Agreement. The term of this Agreement will be effective in accordance with the project schedule set forth in Exhibit D-1, Statement of Work.

4. Instruction. The Vendor agrees to comply with Appendix A, Standard Terms and Conditions For Services Contracts of DIR Contract DIR-TSO-2616 and Customer's additional terms and conditions set forth in Exhibit D-1, Statement of Work.
5. Conflict of Interest. In Accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts.
6. Use of the Customer Property. The Vendor agrees that it is prohibited from using the Customer's equipment or any other resources of the Customer 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 the Customer long distance services. Any charges incurred by the 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. Such use shall constitute breach of the Contract and may result in termination of the Customer's Purchase Order and related Service Agreement and other remedies available to the Customer under the Contract and applicable law.
7. Security of Premises, Equipment, Data and Personnel. In accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.I, Security of Premises, Equipment, Data and Personnel.
8. Immigration. In accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.P, Immigration.
9. Ability to Conduct Business in Texas. In accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.D, Ability to Conduct Business in Texas.
10. Equal Opportunity Compliance. In accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.D, Equal Opportunity Compliance.
11. Required Insurance Coverage. In accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.N, Required Insurance Coverage.
12. Confidentiality. In accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.H, Confidentiality.
13. Patents, Reports, Work Products. In accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 4, Intellectual Property Matters.
14. Assignment. In accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 3.D, Assignment.

15. Representations of Vendor. The Vendor warrants that all representations made by Vendor are true and accurate.
16. Liabilities. In accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.A, Indemnification.
17. Limitation of Liability. In accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.K, Limitation of Liability.
18. Compliance with Policies, Rules and Contractual Requirements. In accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts and Customer's additional terms and condition that the Customer may require.
19. Notices. All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Agreement shall be handled in accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 11, Notification.

**Customer:**

**Vendor:**

Savvy Technology Solutions LLC  
100 Congress Ave STE 2000  
Austin TX 78701

20. No Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
21. Debarment and Suspension. By signing this Agreement, the Vendor makes the assurance that the Vendor has not been debarred or suspended from conducting business with the federal Government.
22. Record Keeping. Record keeping shall be handled in accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 8.C, Records and Audit.
23. Termination of Agreement. In accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 10.B, Termination.
24. Survival. In accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 3.E, Survival.
25. Applicable Law. In accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts.

26. Validity of Remaining Provisions in the Event of Invalidity of any Term or Provision. If any term, provision or covenant of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
27. Complete Agreement. DIR Contract DIR-TSO-2616 and this Agreement sets forth the complete agreement between the Customer and the Vendor with respect to Customer's specific Comprehensive Web Development and Managed Services covered hereby and no additions, alterations or modifications to any of the terms of the Agreement will be binding on a party unless evidenced by a written amendment signed by the parties or a supplement to the appropriate Exhibit hereto duly signed or initialed by the parties for identification.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

<b>SAVVY TECHNOLOGY SOLUTIONS LLC</b>	<b>CUSTOMER NAME</b>
By:	By:
Title:	Title:
FEIN No:	FEIN No:
Date: _____	Date: _____

## APPENDIX D to DIR CONTRACT NUMBER DIR-TSO-2616

### SERVICE AGREEMENT

#### Exhibit D-1 Statement of Work

##### **Introduction**

Describe the Comprehensive Web Development and Managed Services to be delivered and the characteristics of the deliverables at a summary level. The Statement of Work (SOW) is unique and distinct for each project.

##### **1. Background**

Explain why the Customer is contracting for the Comprehensive Web Development and Managed Services. Provide useful information regarding the Customer organization, project history, future plans or any other relevant information regarding the work to be performed.

##### **2. Scope**

###### *Sample Content*

##### **2.1. Comprehensive Web Development Service**

- Scope of work
- Project risks, assumptions and constraints
- Roles and responsibilities
- Detailed description of deliverables
- Acceptance criteria
- Project completion criteria
- Project schedules to be achieved by vendor
- Relevant quality processes that will apply, such as change management, acceptance, and risk and issue management

##### **2.2. Managed Services**

- Scope of services to be delivered
- Acceptance criteria
- Service-level objectives
- Key performance indicators
- Service-level agreements (SLAs)
- Service-level management

### 3. Deliverables

**Sample Content (Example – at a minimum, Customers should consider the following items when developing their SOW)**

#### 3.1. Content

- Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the Customer contract manager or designate.
- All deliverables must be submitted in a format approved by the Customer contract manager.
- All deliverables must have acceptance criteria established and a time period for testing or acceptance.
- If the deliverable cannot be provided within the scheduled time frame, the Vendor is required to contact the Customer contract manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
- A request for a revised schedule must be reviewed and approved by the Customer contract manager before placed in effect. Contract Terms and Conditions may dictate penalties, costs, and other actions based on the facts related to the request for a revised schedule.
- The Customer will complete a review of each submitted deliverable within specified working days for the date of receipt.
- A kickoff meeting will be held at a location and time selected by the Customer where the Vendor and its staff will be introduced to the Customer.

#### 3.2. Sample Delivery Schedule

No.	Item	SOW Paragraph	Due Date	Recipient
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

#### 4. Reports and Meetings

**Sample Content (Example – at a minimum, Customers should consider the following items when developing their SOW)**

- The Vendor is required to provide the Customer contract manager with weekly written progress reports of this project. These are due to the Customer contract manager by the close of business on the *specify day* each week throughout the life of the project.
- The progress reports shall cover all work performed and completed during the week for which the progress report is provided and shall present the work to be performed during the subsequent week.
- The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.
- The Vendor will be responsible for conducting weekly status meetings with the Customer contract manager. The meetings will be held on *specify day* of each week - at a time and place so designated by the Customer contract manager - unless revised by the Customer contract manager. The meetings can be in person or over the phone at the discretion of the Customer contract manager.

#### 5. Service Level Agreement (for Managed Services)

The items listed below are suggestions for areas to be considered for service levels and incorporated into the SOW service level agreement.

- Achievement of Budget Goals (total and subtotals)
- Achievement of Schedule Goals (final and interim)
- Security (as defined by customer)
- Quality (as defined by customer)
- Availability (data, system, and components)
- Performance (transmission, response, or completion times)
- Meantime to Resolution (MTR)
- Business Continuity
- ISO/ANSI standards
- IEEE standards
- Required communications (meetings, reports, calls, emails)
- Required documents (plans, estimates, schedules, analyses)
- Degree of accuracy of estimates (schedule, budget, resources, total)
- Effective risk management and response (adherence to plans)
- Effective scope management and change control (adherence to plans)
- Data quality (fitness for use, accuracy, precision, completeness)
- Ad hoc query response (usually written in terms of averages)

- Reliability (queries generate same valid results)
- Consistency (calculations and definitions are consistent regardless of source or function)
- Acceptable usage (query controls)
- Correct mapping of old to new (no functions or data lost that were not planned to retire)
- Previous software, system, or service retired on time

## **6. Period of Performance**

Specify the period of performance in which the Vendor will conduct and complete the work associated with the SOW.

## **7. Invoices**

Describe the Vendor's responsibilities for invoicing including invoice content, frequency/schedule and instructions for submitting invoices. Payments will be made in accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 7, Pricing, Purchase Order, Invoices, and Payments.

## **8. Customer/Vendor-Furnished Equipment and Work Space**

Specify what equipment and/or work space the Customer will provide or the expectations of what the Vendor will provide.

## **9. Customer's Additional Terms and Conditions**

List any additional terms and conditions required by the Customer. Customers may negotiate the terms and conditions of a SOW to suit their business needs so long as the SOW terms and conditions do not conflict with or weaken the DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts.