



**Public Utility Commission of Texas**  
**Business Unit # 47300**  
**Purchase Order # 16-0000499**

Payment Terms: **NET30** Freight Terms: **FOB Shipping** Ship Via: **US Mail** PCC: **0** Date: **07/01/16** PO Method: **IA** Dispatch: **Dispatch** Rev Dt: **Via Email**

**PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.**

**Vendor:** DELL MARKETING LP  
 C/O DELL USA LP  
 PO BOX 676021  
 DALLAS TX 752676021  
 United States

**Ship To:** 0001 - PUBLIC UTILITY COMMISSION O  
 SUITE 8-100  
 1701 N CONGRESS AVENUE  
 Austin TX 78701  
 United States

**Vendor ID:** 1742616805 4

**Bill To:** PUBLIC UTILITY COMMISSION OF  
 TEXAS  
 Attn: Accounts Payable  
 P.O. Box 13326  
 Austin TX 78711-3326  
 United States

**Purchaser:** Pablo Almaraz  
**Phone:** 512/936-7069  
**Fax:** 512/936-7058  
**Email:** pablo.almaraz@puc.texas.gov

**Fax:**  
**Email:** payables@puc.texas.gov

**PO Information:**

DIR Go DIRect.  
 In accordance with DIR Contract Number DIR-SDD-1951 and quote 12400996 dated 05/25/2016  
 CAPTIVA STAFF AUGMENTATION STATEMENT OF WORK - FOR PUBLIC UTILITY COMMISSION OF TEXAS  
 SERVICE TERM 7/1/2016 - UNTIL DELL COMPLETES THE PROVISION OF SERVICES IN ACCORDANCE TO SOW.

PUC POC: PUCSOFTWARE@PUC.TEXAS.GOV

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	DELL CAPTIVA STAFF AUGMENTATION SERVICES	962/29	1.0000	LOT	\$54,380.00	\$54,380.00	07/01/2016
						<b>Schedule Total</b>	\$54,380.00
						ReqID:	
						REQ0001530	
CAPTIVA SOW REVIEW, STATEMENT OF WORK						<b>Item Total for Line # 1</b>	\$54,380.00
						<b>Total PO Amount</b>	\$54,380.00

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

**Authorized Signature**

*Pablo Almaraz, CTPM*

**07/01/2016**



**Public Utility Commission of Texas**  
**Business Unit # 47300**  
**Purchase Order # 16-0000499**

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**Authorized Signature**

*Pablo Alvarez, CTPM*

**07/01/2016**



# Statement Of Work

Texas Public Utility Commission



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## 1 INTRODUCTION

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This Statement of Work ("SOW") sets forth the Services (as defined herein) to be performed by Dell Marketing LP ("Dell") to Texas Public Utility Commission ("Customer"). The Services provided under this SOW are governed by and subject to the terms and conditions specified in Customer's separate signed master services agreement with Dell that expressly authorizes Customer to order all such Services described herein, entitled State of Texas DIR contract number DIR-SDD-1951, Dell Contract code number 42AFU (the "Agreement").

## 2 TERM

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The term of this SOW shall begin on the date of the last signature ("Effective Date") as set forth in the Signature Section of this SOW and unless terminated in accordance with this SOW or the Agreement, shall expire on the date that Dell completes the provision of Services in accordance with this SOW provided, however, in the event the Customer has not engaged Dell to perform such Services and three (3) months have passed since the later of the Effective Date and Dell's completion of the last requested Service-related deliverable, Dell may terminate this SOW by providing thirty (30) days prior written notice. Further, in the event the term of this SOW extends beyond one (1) year, Dell reserves the right to revisit the pricing on each anniversary of the Effective Date.

## 3 SUMMARY OF SERVICE

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Dell will provide the services as specifically described herein (the "Services"), which include the following:

- Staff Augmentation

## 4 SCOPE OF SERVICE

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### 4.1 Staff Augmentation

#### 4.1.1 Introduction

Dell will supply one (1) Resource to Customer to function as a supplemental resource in Customer's current I/T organization, working at the direction of the Customer, for the Supported Sites identified in this SOW.

#### 4.1.2 Detailed Description

Resources with the knowledge, skills and abilities listed below will be provided by Dell and will be directed solely by Customer.

##### Sr. EMC Engineer

- EMC/Captiva 6+ years of experience



## 4.2 Customer Responsibilities

Customer agrees generally to cooperate with Dell in its delivery of the Services. Customer agrees to the following responsibilities:

- 1) Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact. All Services communications will be addressed to such point of contact (the "Customer Contact").
- 2) Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
- 3) The Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
- 4) Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.

## 4.3 Assumptions

Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

- 1) The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.

## 4.4 Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

- 1) Any services, tasks or activities other than those specifically noted in this SOW.
- 2) Any Dell training or certification services not specifically described in this SOW.
- 3) Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.

Upon request by Customer, Dell will provide a proposal for such out of scope services pursuant to the Change Management Process as defined in Section 6.

## 4.5 Schedule / Timeline / Milestones

Resource(s) associated with these Services shall be available to Customer for four (4) business weeks (subject to any applicable maximums and/or minimums). Such resource(s) will be available to Customer within the Service Hours as specifically detailed in Section 4.6 herein.

## 4.6 Service Hours

Dell intends to provide the Services during the scheduled hours stated below (the "Service Hours").

Service delivery will be scheduled following Dell's receipt of the signed Agreement and, if applicable, the accompanying purchase orders ("Purchase Order"), unless otherwise agreed upon by Customer and Dell. The estimated dates for beginning and conducting the Project will be mutually agreed upon by Customer and Dell, and can usually begin 2 - 3 weeks after receipt of customer purchase orders. This Service will be provided during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer



local time, excluding holidays, according to the schedule established and agreed to by Customer and Dell.

**Rescheduling:** Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the schedule date. If Customer reschedules this Service within 7 days or less prior to the schedule date, there will be a rescheduling fee not to exceed 25% of the Customer price for the Services. Customer agrees that any rescheduling of the Service will be confirmed at least 8 days prior to commencement of the Service.

## 4.7 Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services.

## 5 PRICING

This section describes the methodology for determining invoice amounts (the "Charges") for the Services provided under this SOW. Customer hereby agrees to pay the Charges in accordance with the Invoicing and Payment terms of the Agreement and as further supplemented within this SOW.

Charges shall be as follows:

### 5.1 Hourly Charges

Dell will invoice Customer the applicable Hourly Charges in accordance with this SOW, irrespective of whether those charges were incurred prior to the Effective Date. The Hourly Charges will be invoiced on a monthly basis based upon the actual number of hours (subject to any applicable minimums) expended by Dell in the prior billing period multiplied by the applicable hourly rates as set forth in the table below:

Hourly Service Rates Table (USD)

Role	Rate/Hr	Estimated Hours	Estimated Costs
Dell Project Manager	\$155.00	4	\$620.00
Consultant	\$336.00	160	\$53,760.00
Labor Costs Estimated			\$54,380.00

### 5.2 Expenses

Customer will be responsible for any Service related expenses including actual, reasonable and necessary travel and living expenses Dell incurs in connection with delivering the Services.

### 5.3 Purchase Order Amount

The Total amount to be noted on the Purchase Order provided to Dell for this SOW is: USD \$54,380.00. If this SOW includes estimates, invoices will be based on actuals usage or expenses incurred.

#### 5.3.1 Pricing Clauses:



- 1) Pricing - The terms of this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery date ("Initial Delivery Date") of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell after such thirty (30) day period, Dell may, in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- 2) The price for the Service is based on Customer's environment as disclosed to Dell. If the assumptions, Customer responsibilities and parameters within the scope of the Service used to develop the SOW are found to be incorrect or have changed, the parties agree to pursue resolution through the Change Management Process set forth in this SOW.
- 3) If any of the volumetric assumptions used in this SOW (including, time on task, locations, service consumption, and/or configuration factors and excluding estimated hours or expenses) relied upon by Dell vary by +/- five (5%) percent, Dell has the right to adjust the pricing to reflect such changes.
- 4) Taxes - All prices are In USD and are exclusive of all applicable taxes

## 6 CHANGE MANAGEMENT PROCESS

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The Change Management Process ("Change Management Process") is the process that governs changes to the scope of the Service during the Term of this SOW, as described below. The Change Management Process may be used to modify the Service described in this SOW.

Changes permitted to be made pursuant to this Change Management Process will be limited to changes to Section 3 (Summary of Service) and Section 4 (Scope of Service) and adjustments in Section 5 (Pricing) associated with changes to Sections 3 and 4 of this SOW.

Either party may request a permitted change in the Scope of the Service by completing a Change Order Form at

[www.dell.com/servicecontracts/RFC](http://www.dell.com/servicecontracts/RFC)

The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

Any desired modifications to this SOW which are not permitted above in this Section 6, will require that a written amendment to this SOW or a new SOW be mutually executed by the parties.

## 7 OTHER PROVISIONS

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- 1) If a conflict arises between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW; second, the Agreement; and third, the Purchase Order (if any). Provided, however, in no event will any terms and conditions contained in any Purchase Order apply irrespective of whether such terms and conditions are in conflict with or merely ancillary to any terms and conditions in the SOW or Agreement.
- 2) Dell (1) does not warrant or guarantee and Customer shall be solely responsible for any particular result or solution to Customer's particular needs or any work product of Dell supplied personnel; and (2) shall have no responsibility for any claims that work product of any Dell supplied personnel under this SOW infringes the Intellectual property of any third party.



- 3) Dell is supplying qualified staff to augment the Customer's work force for any project the Customer deems necessary. Customer will exclusively determine project objectives, methodologies, and scheduling of the work. Accordingly, notwithstanding anything to the contrary in the Agreement, Dell (1) does not warrant or guarantee and Customer shall be solely responsible for any particular result or solution to Customer's particular needs or any work product of Dell supplied personnel; and (2) shall have no responsibility for any claims that work product of any Dell supplied personnel under this SOW infringes the intellectual property of any third party.
- 4) In the event the Consultant is unavailable (for vacation, training, etc.) another Consultant will be identified and communication to the Customer will occur before the outage.
- 5) Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that the resources and any services provided by such resources shall be provided "as is", and Customer expressly disclaims the right to seek any damages from Dell in connection with this SOW and to receive the benefit of any warranties or indemnification which may be available under the Agreement.

## 8 GENERAL

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Dell shall not be responsible for any delay or failure to provide Service to the extent caused by: (1) failures by Customer to perform its responsibilities under this SOW; (2) materially inaccurate assumptions; (3) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (4) modifications to Customer's network, systems, or other equipment made by a party other than Dell or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell may, following discussion with Customer regarding the impact of such incident, continue to provide the Service and shall use commercially reasonable efforts to perform the Service under this SOW. Customer shall reimburse Dell for its reasonable additional costs of providing the Service and out of pocket expenses for such efforts and only to the extent attributable to the items defined above.



## 9 SIGNATURES

Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives.

Texas Public Utility Commission

Dell Marketing LP

By: BHJ  
Printed: BRAND H. LORD  
Title: EXEC. DIR  
Date: 6/30/14

By: .....  
Printed: .....  
Title: .....  
Date: .....

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell receives a Customer's purchase order that references this SOW. Upon receipt of this fully executed SOW and Customer's purchase order, a Dell Project Manager will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on the Customer purchase order shall be void and have no effect on this SOW.

Please fax a copy of your purchase order and this signed SOW (with all pages in full) to 512-283-0755, Attention: EDSA, RE: 12400996. The purchase order amount should include estimated expenses, if they are billable.



## Contact Summary

<b>Initial Delivery Date</b>	May 25, 2016
<b>Customer</b>	Texas Public Utility Commission Contact Name: Parrish Pratt Phone: 512-936-7091 Email: parrish.pratt@puc.texas.gov
<b>Location where work will be performed</b>	TBD Austin TX
<b>Dell Segment Contact</b>	Name: Tony Davis Phone: 512-468-2787 Email: Tony_Davis@Dell.com
<b>Dell Services Contact</b>	Name: Matt Steele Phone: 512-728-5936 Email: Matt_Steele@Dell.com
<b>Dell Opportunity Number</b>	12400996



# LEGISLATIVE BUDGET BOARD

## LBB Contracts Database

As Reported by State Agencies and Institutions of Higher Education

[LBB Home](#) | [Search/Edit](#) | [Help](#) | [LogOff](#)

\*\*\* Contract Submitted to LBB \*\*\*

**Agency:** Public Utility Commission of Texas

**Contract ID#:**

**Reporting Codes:**  
*(select all that apply)*

- Major Info Systems - General > \$100k (Sec 2054.008, Gov. Code)
- Major Info Systems - Institutions and Higher Ed > \$1 million (Sec 2054.008, Gov. Code)
- Construction > \$14k (Sec 2166.2551, Gov. Code)
- Professional Services > \$14k (Sec 2254.006, Gov. Code)
- Consulting Services > \$14k (Sec 2254.0301, Gov. Code)
- Purchases or Sales > \$50k (Sec 7.04(b), Article IX, GAA)
- Purchases > \$10 million (Sec 7.12, Article IX, GAA)
- Non-competitive purchases > \$1 million (Sec 7.12, Article IX, GAA)
- Emergency purchases > \$1 million (Sec 7.12, Article IX, GAA)

[Statute References](#)

**Subject:**

\* **Purchase Requisition#:** *(Max 50 characters)*

\* **Was the contract competitively procured pursuant to the provisions of the State Procurement Manual?** No, inter-agency agreement

\* **Agency Approval Date:**

**Solicitation Posting Date:**

**Information Unavailable**

**Not Applicable**

**Award Date:**

**Requisition Date:**

**Completion Date:**

**No Set Completion Date**

**Current Contract Value:**

(Excludes Options not Exercised)

**Maximum Contract Value:**

(Includes Options not Exercised)

\* **Is this a revenue generating contract?**                      **Yes**    **No**

\* **# of Bids Received:**

**Allocate Contract Amount by Fiscal Years:**    *(Fiscal Year is Sept. 1st - Aug 31st)*

\* **NIGP Class/Item:**

962 - 069 - \*Personnel Services, Temporary

**Purchase Category Code:**

0 - No PCC Code Required (e.g. interagency, interlocal, Higher Education Local Purchase, or other procurement type)

**Vendor Information**

DELL MARKETING LP

Attachments
47300_16-0000499_0.pdf

**Number of Attachments to Add :**

NOTE: Contract information submitted to the LBB by agencies is displayed as entered into the system. Although every effort was made to correct obvious errors and to avoid duplicate entries, this information has not been verified by the LBB, and some inaccuracies may exist.