



**Public Utility Commission of Texas**  
**Business Unit # 47300**  
**Purchase Order # 17-0000369**

Payment Terms: **NET30** Freight Terms: **FOB Ship** Ship Via: **US Mail** PCC: **K** Date: **04/06/17** PO Method: **DG** Dispatch: **Email** Rev Dt:  
**Dispatch**

**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

**Purchaser:** Pablo Almaraz

**Phone:** 512/936-7069

**Fax:** 512/936-7058

**Email:** pablo.almaraz@puc.texas.gov

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

**Fax:**

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

**PO Information:**

Dell Support Services for proprietary EMC Captiva  
 Per Dell Opportunity No.: 13632295

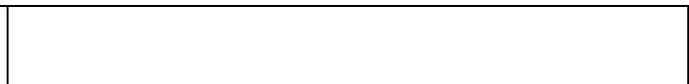
Service will be provided during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time, excluding holidays, according to the schedule established and agreed to by Customer and Dell.

DIR-Software Maintenance Exemption through 08/31/2017

State agencies are granted an exemption for the procurement of software maintenance, if the software maintenance is proprietary or is not available from one of the contracted vendors. State agencies are advised to check the website prior to the purchase, as DIR adds new software titles on a regular basis. This exemption is valid for the IT Commodity codes listed below:

920-45 Software Maintenance/Support

Agency POC: for software and hardware warranties and maintenance is pucsoftware@puc.texas.gov, TEL: 512-936-7100





**Public Utility Commission of Texas**  
**Business Unit # 47300**  
**Purchase Order # 17-0000369**

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
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1- 1	Dell Service Hours	920/45	1.0000	EA	\$28,325.00000	\$28,325.00	04/06/2017
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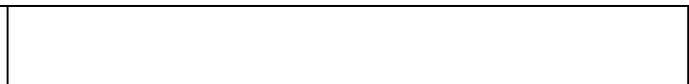
**Schedule Total** \$28,325.00

ReqID:  
REQ0002189

GENERAL TERMS AND CONDITIONS ITEMS BELOW APPLY TO AND BECOME A PART OF ANY PUBLIC UTILITY COMMISSION OF TEXAS (PUCT) SOLICITATION DOCUMENT OR PURCHASE ORDER (PO). ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. BIDDING/OFFER/PROPOSAL REQUIREMENTS: 1.1 Vendors/contractors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. 1.2 Vendors/contractors must price per unit shown. Unit prices shall govern in the event of extension errors. 1.3 Solicitation responses should be submitted on this form and will not be accepted if modified onto or in vendors/contractors format. Solicitation responses must be returned to allow them to be time stamped at the Public Utility Commission of Texas on or before the hour and date specified for the solicitation opening. 1.4 Late and/or unsigned solicitation responses will not be considered under any circumstances. Person signing solicitation must have the authority to bind the firm in a contract. 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated in the solicitation. 1.6 Solicitation prices are requested to be firm for PUCT acceptance for 30 days from solicitation opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned. 1.7 Vendor/contractor should enter Texas Identification Number System (T.I.N.S.) number, full vendor name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, vendor name should appear on each continuation page of a bid. 1.8 Solicitation cannot be altered or amended after opening time unless allowed by law. Alterations made before opening time should be in writing by the vendor or his authorized agent. No solicitation can be withdrawn after opening time without approval by the PUCT based on an acceptable written reason. 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption. Certificates are available upon request. 1.10 The State reserves the right to accept or reject all or any part of any solicitation, waive minor technicalities and award the solicitation to best serve the interests of the state. 1.11 Consistent and continued tie bids/offers could cause rejection of solicitation by the PUCT and/or investigation of the State. 1.12 The telephone number for FAX submission of bids is 1-512-936-7058. This is the only number that will be used for the receipt of bids/offers. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. 1.13 Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the Texas Legislature. 2. SPECIFICATION: 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Solicitation responses on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, §.2155.067. If bidding/offering/proposing other than referenced items, vendor/contractor should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of the product offered are requested to be made part of the bid/offer. By not taking exception to specifications or reference data will require vendor/contractor to furnish specified brand names, numbers, etc. 2.2 Unless otherwise specified, items bid/offered/ proposed shall be new and unused and of current production. 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed during examination, they will be returned to the vendor on request at vendor's expense. Each sample should be marked with vendors name and address and PO number. Do not enclose in or attach bid/offer to sample. 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications. 2.6 Manufacturer's standard warranty shall apply unless otherwise stated. 2.7 Technology Access Clause Vendor/contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor/contractor represents and warrants to the PUCT that the technology provided to the PUCT for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (a) providing equivalent access for effective use by both visual and non-visual means; (b) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (c) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. This requirement applies to all contracts that involve the purchase of an automated information system, with out regard to: (i) the source of funds used to make the purchase; (ii) whether the purchase is made under delegated purchasing authority; or (iii) whether the purchase is made under the authority of the Texas Government Code, Title 10, Subtitle D, or other law. (d) This section does not apply to the purchase of a wireless communications device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency.

3. TIE BIDS: Awards will be made in accordance with 1 TAC §113.6 (b) (3) and 113.8 (preferences). 4. DELIVERY: 4.1 Show number of days required to deliver material to the receiving agency's designated location under normal conditions. By not stating a delivery time, Vendor/contractor





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is obligated to deliver in 14 calendar days. Unrealistic delivery promised may cause bid/offer to be disregarded. 4.2 If delay is foreseen, vendor/contractor shall give written notice to PUCT. Vendor must keep PUCT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes PUCT to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. 4.3 No substitutions permitted without written approval of PUCT or the Comptroller of Public Accounts. 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PUCT. 5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the State. Authorized personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the solicitation or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance. 6. AWARD OF CONTRACT: A response to the solicitation or PO is an offer to contract based upon the terms, conditions and specifications contained herein. Bids/offers do not become contracts until they are accepted through a PO. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, § 2155.074 2156.007 shall also be considered in making an award. 7. PAYMENT: Vendor shall submit two copies of an itemized invoice showing order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. 8. PATENTS OR COPYRIGHTS: The vendor agrees to protect the State from claims involving infringement of patents or copyrights. 9. ASSIGNMENTS: Vendor/contractor hereby assigns to PUCT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A § 1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. Comm. Code Ann. §15.01. et seq. 10. BIDDER VENDOR AFFIRMATION: Signing the solicitation with a false statement is a material breach of contract and shall void the submitted bid/offer or any resulting contracts, and the vendor shall be removed from all bid lists. By signature here on affixed. The vendor hereby certifies that: 10.1 The vendor has not given, offered to give, nor intends 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 submitted bid/offer. 10.2 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor/contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State Federal Antitrust Laws, (see Section 9, above) nor communicated directly or indirectly the bid/offer/proposal made to any competitor or any other person engaged in such line of business. 10.3 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(a), the vendor/contractor has not received compensation for participation in the preparation of the specifications for this solicitation. 10.4 Pursuant to Texas Family Code, Title 5, Subtitle D, § 231.006(d), regarding child support, the vendor/contractor certifies that the individual or business entity named in this bid/offer/PO is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. 10.5 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(b) the vendor/contractor certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. 10.6 INDEMNITY: The vendor/contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor/contractor or any agent, employee, subcontractor, or supplier of vendor/contractor in the execution or performance of this PO/contract. 10.7 Vendor/contractor 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. 10.8 Vendor/contractor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle 8, § 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the bid/offer/proposal to be evaluated: Name of Former Executive: \_\_\_\_\_ Name of State Agency: \_\_\_\_\_ Date of Separation from State Agency: \_\_\_\_\_ Position with Vendor/Contractor: \_\_\_\_\_ Date of Employment with Vendor/Contractor: \_\_\_\_\_ 10.9 Vendor/contractor agrees to comply with Texas Government Code, Title 10, Subtitle D, § 2155.4441 relating to use of service contracts for products produced in 10.10 By signing this bid/offer vendor/contractor certifies that if a Texas address is shown as the address of the vendor/contractor, vendor/contractor qualifies as a Texas Resident Bidder/Offerer/ Proposer as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, §111.2(1 0). 10.11 STATE AUDIT: The vendor/contractor understands that acceptance of funds under this Contract PO acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit, or investigation, in connection with those funds. Vendor/contractor further agrees to cooperate fully with the State Auditor's Office, or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor/contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through vendor/contractor and the requirement to cooperate is included in any subcontract it awards. Texas Government Code, Title 10, Subtitle D, § 2262.003. 11. OWNERSHIP DISCLOSURE: Pursuant to Section 231.006 (c) Family Code, a solicitation response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. 12. NOTE TO BIDDER/ OFFERER/ PROPOSER: The State of Texas Purchase Order, and its General Terms and Conditions, shall constitute a contract between PUCT and the selected/ awarded vendor. Any terms and conditions attached to a solicitation response will not be considered unless specifically referred to in the response. PUCT may elect to execute the referenced terms and conditions provided by the vendor (vendor contract) which shall supplement the purchase order. However, PUCT will not execute a vendor contract with unacceptable, vague, or conflicting terms and may result in disqualification of the bid/ offer/ or proposal. In the event of a conflict between the PO and any executed vendor contract, the PUCT PO shall prevail. 13. DISPUTE: Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract/PO for goods and services, for which this chapter applies must be resolved under the provisions of this chapter. PUCT Protest Procedures will be provided upon request. 14. TEXAS PUBLIC INFORMATION ACT AND CONFIDENTIAL INFORMATION: Information, documents





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and other material connected with this solicitation or any resulting contract may be subject to public disclosure under the Texas Public Information Act unless vendor/contractor can show the response or specific parts of it are exempt from public disclosure. PUCT will not assert legal arguments on behalf of vendors/contractors. If the vendor/contractor believes that parts of a response to this solicitation are confidential, he must state in conspicuous letters the term "CONFIDENTIAL" on that part it believes to be confidential. 15. CANCELLATION: Unless otherwise specified in the solicitation, PUCT may cancel the purchase order without penalty, either in whole or in part for any reason. 16. STATE LAWS: The resulting contract/PO shall be governed by and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Travis County, Texas. 17. CONSTRUCTION: The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision. Neither party may assign the contract without the prior written consent of the other party. Any amendment or modification will be effective only if in writing and signed by PUCT. 18. DISCRETIONARY EXTENSION: Contracts for services, whose original period were for one year or longer, may be extended for up to ninety (90) days beyond the normal expiration date of the contract, under substantially the same terms and conditions, provided the vendor/contractor and the PUCT mutually agree to extension and pricing during the extension period. 19. FORCE MAJEURE: PUCT may grant relief from performance to the extent performance is delayed or damaged beyond the reasonable control of the affected party which could not, by due diligence, have avoided. Such causes include, but are not limited to, Acts of God, severe weather, explosions, riots, acts of war, labor strike, or orders of legal authority

**Item Total for Line # 1**

**Total PO Amount**

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.

**Public Utility Commission**  
**Acknowledgement of Legal Review**

Contract Number:

Description of Document: Dell Service Terms Staff Augmentation

I have reviewed the attached document.



Kasey Feldman

Date: 4-4-17



## Statement Of Work

Public Utilities Commission of Texas



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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 Public Utilities Commission of Texas ("Customer"). The Services performed, provided under this SOW, are governed by and subject to the terms and conditions specified in: Customer's separately signed master agreement to the extent that agreement expressly authorizes Customer to purchase the Services described herein; or in the absence of such master agreement, the Professional Services Agreement ("PSA"), which is available at [www.dell.com/PSATerms](http://www.dell.com/PSATerms) and in hardcopy from Dell upon request, and, if applicable, is incorporated by reference in its entirety herein, and the parties acknowledge having read and agree to be bound by such terms (the master agreement or PSA, as applicable, 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 - EMC Captiva

# 4 SCOPE OF SERVICE

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## 4.1 Staff Augmentation

### 4.1.1 Introduction

Dell will supply one (1) EMC Captiva 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 two (2) 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 One-Time Charge Upon Effective Date

Dell will invoice Customer the One-Time Charge immediately following the Effective Date.

One-Time Charge: **USD \$28,325.00**

### 5.2 Expenses

Expenses are included in the Charges under this SOW. Unless the Scope changes, pursuant to the Change Management Process, Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable and necessary travel and living expense.

### 5.3 Purchase Order Amount

The Total amount to be noted on the Purchase Order provided to Dell for this SOW is: **USD \$28,325.00**. 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.

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## 9 SIGNATURES

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

Public Utilities Commission of Texas

Dell Marketing LP

By:		By:	.....
Printed:	Brian K. Lloyd	Printed:	.....
Title:	EXCLUSIVE DIRECTOR	Title:	.....
Date:	4/7/17	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: 13632295. The purchase order amount should include estimated expenses, if they are billable.



## Contact Summary

Initial Delivery Date	January 26, 2017
Customer	Public Utilities Commission of Texas Contact Name: Shawn Hazard Phone: 512-936-7106 Email: shawn.hazard@puc.state.tx.us
Location where work will be performed	1701 Congress Ave Austin TX
Dell Segment Contact	Name: Tony Davis Phone: 512-468-2787 Email: Tony_Davis@Dell.com
Dell Services Contact	Name: Matt Steele Phone: 512-728-5936 Email: Matt_Steele@Dell.com
Dell Opportunity Number	13632295



Requisition Schedule and Distribution

Requisition Summary

Requisition Name	Requisition ID	Business Unit	Requester	Date	Status	Total Amount
Dell Service Hours in Support	REQ0002189	47300	00010016101	03/15/2017	Approved	28,325.00 USD

Line

Line	Item Description	Quantity	UOM	Item Price
1	Dell Service Hours in Support of the Interchange	1,000	EA	28,325.00 USD

Schedule

Sched	Ship To	Due Date	Attention To	Quantity	Item Price	Merchandise Amount
1	0001	03/15/2017	Lindy Vasquez-Gordineer	1,000	28,325.00 USD	28,325.00 USD

Distribution

Dist #	Status	Location	Req Qty	Merchandise Amt	Percent	GL Unit	Entry Event	Oper Unit	Account	Fund	Dept	Program	Appn/PCA	Appn Year	Agy Chartfield 1	Agy Chartfield 2
1	Open	0001	0.2428	6,877.31	24.2800	47300			7242	0001	9100		43026	2017		
2	Open	0001	0.0144	407.68	1.4400	47300			7242	0001	9100		43801	2017		
3	Open	0001	0.0334	946.06	3.3400	47300			7242	0001	9100		43800	2017		
4	Open	0001	0.0533	1,509.72	5.3300	47300			7242	0001	9100		43039	2017		
5	Open	0001	0.4383	12,414.84	43.8300	47300			7242	0001	9100		43031	2017		
6	Open	0001	0.1272	3,602.94	12.7200	47300			7242	0001	9100		43030	2017		
7	Open	0001	0.0878	2,486.94	8.7800	47300			7242	0001	9100		43029	2017		
8	Open	0001	0.0028	79.31	0.2800	47300			7242	0001	9100		43802	2017		

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