

DIR-CPO-5084 APPENDIX D
SERVICE AGREEMENT
ENGAGEMENT CONTRACT ORDER FORM

Customer Name:

Customer Address:

This Order Form (“OF”) shall be governed by the terms of the STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT (CONTRACT NUMBER DIR-CPO-5084) dated _____ (the “Contract”) between the State of Texas, acting by and through the Department of Information Resources and AVI Systems, Inc. (“Successful Respondent”). In the event of any conflicts between this **Appendix D Service Agreement** and the Contract, the Contract will prevail. Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Contract Terms and Conditions**.

1 SERVICES

1.1 Successful Respondent’s Obligations

1.1.1 Scope of Services

Successful Respondent will provide the following services to Customer (“Services”):

<(Describe Services including schedule)>

2 RATES AND PAYMENTS

2.1 Labor Rates

Services shall be provided under this Order Form in accordance with **Contract** Section 4 Product and Service Offerings.

<(List Technician Level(s), Rate (Rates are inclusive of the Department of Information Resources Administrative Fee) Hours, and Total Labor Fee.)>

2.2 Travel, Meals, and Lodging Reimbursement

Rates for Services do not include travel, meals, and lodging.

2.3 Payment Type

To the extent allowable by the Contract the Services are provided on a time and materials (“T&M”) basis; that is, Customer shall pay Successful Respondent for all of the time spent performing such Services. Successful Respondent will bill for time and materials no more often than once every thirty (30) days. Successful Respondent acknowledges that Customer is an entity exempt from the imposition and collection of Texas sales taxes under Section 151.309 Texas Tax Code. Any estimate related to the Services performed under this Order Form is intended only to be an estimate for Customer’s budgeting and Successful Respondent’s resource scheduling purposes. Once fees for Services reach this estimate, Successful Respondent will cooperate with Customer to provide continuing Services on a T&M basis.

2.4 Purchase Order

The purchase order will reference CONTRACT NUMBER DIR-CPO-5084.

2.5 Purchase Order Number

Purchase Order number. _____ has been provided to Successful Respondent as of execution date of this Order Form.

2.6 Invoicing

All fees will be invoiced monthly and will be payable within thirty (30) days of the receipt of invoice, and in accordance with Chapter 2251, Texas Government Code.

2.7 Customer Billing Accounts Payable Contact/Mail Invoices To:

Name:

Address:

Telephone:

Fax:

E-mail:

3 PROJECT INFORMATION

3.1 Customer Facility Location

Name:

Address:

3.2 Successful Respondent Contact Information

Name:

Address:

Telephone:

Fax:

E-mail:

3.3 Customer Project Manager/Contact Information

Name:

Address:

Telephone:

Fax:

E-mail:

3.4 Successful Respondent Contract Manager/Contact Information

Name:

Address:

Telephone:

Fax:

E-mail:

(Insert Customer Name:)

By: _____

Name (Print): _____

Title: _____

Effective Date: _____

AVI Systems, Inc.

By: _____

Name (Print): _____

Title: _____