

State of Texas
Department of Information Resources



MSA Attachment D

Form of Work Order

Texas.gov Payment Services
DIR-ESS-TGOV-PMNT-254

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1 STRUCTURE

This Attachment D is intended as a framework for establishing Work Orders. The Parties shall not have any obligations under this Attachment D except with respect to specific agreed upon Work Orders. This Attachment D and each Work Order are hereby incorporated into and made part of the Agreement and include and are governed by the terms of the Agreement.

Each Work Order shall include, to the extent appropriate, (a) the information described in the form of Work Order attached hereto; and (b) additional provisions applicable to the Work Order not otherwise set forth in this Attachment D or the Agreement.

In addition to the requirements described in this Attachment D, all Work Orders that meet the criteria for “major information resources project” as defined by Texas Government Code 2054.003 (10) are required to follow the Project Delivery Framework, located here: <http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=16>. Any Customer may execute a Work Order.

2 DEFINITIONS AND INTERPRETATION

Defined terms used in this Attachment D and the applicable Work Order shall have the meanings set forth in Exhibit 1.1 Definitions to the Agreement, unless otherwise defined in this Attachment D, or the applicable Work Order.

3 TERM

The term of each Work Order shall commence on the date set forth therein (the “Work Order Effective Date”) and shall continue until the expiration date set forth in the Work Order (which if not specified, shall be the date all Services and Work Product under such Work Order are complete, including warranty Services), unless such Work Order is terminated earlier in accordance with the terms of this Attachment D, the Agreement or the applicable Work Order (the “Work Order Term”).

4 WORK ORDER PLANNING

Each Work Order shall list the milestones relating to Successful Respondent’s obligations under such Work Order and the Deliverables to be completed by Successful Respondent. The Work Order shall specify any Critical Deliverable Credits or payments associated with the successful completion of each milestone or Deliverable in accordance with its acceptance criteria. The acceptance process for milestones and Deliverables is set forth in Section 4.5 of the Agreement.

A project plan shall be attached to each Work Order (“Work Order Plan”). The Work Order Plan shall describe Successful Respondent’s overall approach, including: (a) the overall design, methodology, steps, construction, validation, testing and/or implementation processes; (b) major activities and schedules for each phase or release; and (c) any modified timeframes relating to acceptance testing and completion, as further described in Section 4.6 of the Agreement. Each Work Order Plan must be approved by DIR, Customer and Successful Respondent. Successful

Respondent shall have those additional Work Order responsibilities set forth in Section 4.6 of the Agreement.

Successful Respondent shall permit Customer the option to interview and approve Successful Respondent lead positions on all Work Orders (Work Order Managers, technical leads).

5 COMPENSATION

Payment shall be tied to Deliverable or milestone completion as applicable in the Work Order. The payment schedules for a specific Work Order shall be set forth in the applicable Work Order. All Work Order Fees shall be invoiced in accordance with Article 12 of the Agreement and Exhibit 4, and DIR shall pay the amounts payable to Successful Respondent under each Work Order.

All fees and expenses (if any) to be paid by DIR shall be expressly specified in the applicable Work Order. Unless expressly specified in the Work Order, there are no additional or other fees or expenses to be paid by DIR that are applicable to Successful Respondent's performance of its obligations and the provision of the Services and Deliverables under such Work Order.

There may be instances where a Customer pays some or all the expenses associated with a Work Order. These expenses will be expressly specified in the applicable Work Order.

6 TERMINATION RIGHTS

Customer may terminate a Work Order at any time. Upon receipt from Customer of notice of termination, Successful Respondent shall not undertake any new work relating to the terminated Work Order and Successful Respondent shall cooperate with Customer, as reasonably requested by Customer, to wind-down all work under the terminated Work Order. In no event shall Customer be obligated to compensate Successful Respondent for any work under a Work Order that has not been performed as of the effective date of such termination or, if applicable, the end of any Termination Assistance Period, or for any subsequent phases of such Work Order or related Work Orders, regardless of whether work under such subsequent phases or Work Orders has been scheduled.

At Customer's request, Successful Respondent shall deliver to Customer any and all Deliverables existing as of the effective date of termination or the end of any Termination Assistance Period, whichever is later. The Parties' respective ownership and license rights to Deliverables shall be governed by **Article 14 Materials** of the Agreement.

Successful Respondent shall, upon Customer's request, provide Termination Assistance Services (as described in the Agreement). The provisions of **Section 4.3 Termination Assistance Services** of the Agreement shall apply in the event of the termination or expiration of a Work Order including, for the avoidance of doubt, the termination rights provisions in **Article 20 Termination**.

ATTACHMENT D: FORM OF WORK ORDER (SAMPLE)

This Work Order no. [x.x] (“**Work Order**”) is made and entered into as of the [] day of [], 201[] (the “**Work Order Effective Date**”) by and between [**Customer**] (“**Customer**”), and Successful Respondent (“**Successful Respondent**”) (together, the “**Parties**”).

This Work Order is issued under and subject to the Master Services Agreement dated as of [] between Successful Respondent and Customer (as the same may be amended from time to time in accordance with its terms, the “**Agreement**” or “**MSA**”), the terms of which are incorporated herein by reference.

NOW THEREFORE, in consideration of the premises and mutual consents set forth below, the Parties hereby agree as follows:

1.0 DEFINITIONS

Capitalized terms used herein and not otherwise expressly defined shall have the respective meanings assigned to them in **Exhibit 1.1 Definitions** of the MSA.

[define any additional terms for this Work Order here if necessary]

2.0 WORK ORDER

2.1 Scope

The scope of the Work Order consists of:

1. [Insert Work Order activities and scope]
2. [Describe the Services to be provided, and specify any Customer responsibilities and any additional standards, policies or procedures with which Successful Respondent must comply]
3. [Specifications]
4. [List any milestones, Deliverables, and/or reports to be completed, if any.]
5. [Work Order Plan, detailing tasks and start and finish dates for each task.]
6. [Work Order schedule]
7. [Work Order location – list the Customer Sites and/or Successful Respondent Sites where Services are to be performed]
8. [Preexisting works / Third Party products to be used, if any]
9. [Identity of Work Order manager; identity / role of other key consultant personnel]
10. [Testing requirements and acceptance testing criteria]

11. [Other required resources and estimated related charges]
12. [Required documentation or training, and the Party providing such documentation or training]
13. [Equipment, Software or other items required]
14. [Other respective responsibilities of the Parties]
15. [Service Levels, if any]
16. [Any Permitted Subcontractors that will perform Services under this Work Order, together with the type of Services to be performed.]
17. [Any specific Termination Assistance Services to be provided]

2.2 Work Order Staffing

Successful Respondent will provide the following resources:

Successful Respondent Personnel Table					
Number of Successful Respondent Personnel	Service Rate (from Exhibit 4.1)		Service Expenses	Target Service Start Date	Target Service Completion Date

Notes to the Successful Respondent Personnel Table:

- *[NOTE: If using rates from an existing rate card under the MSA, include the following:] “The columns labeled “Service Rate” correspond to the rates set out in the [Name of Rate Card] tabs in **Exhibit 4.1**; and”*
- *Successful Respondent and Customer agree to work in good faith to determine which personnel shall be assigned to perform the Services, and to replace or reassign such personnel during the term of this Work Order.*

2.3 Work Order Fees and Expenses

Pursuant to **Exhibit 4.1**, Successful Respondent estimates that its Fees for the Services during the Work Order Term, estimated at ___ hours, are \$_____, plus all applicable taxes (the “**Work Order Fees**”).

[Detail how the fees are being determined, e.g., 1 Work Order manager for 40 hr a wk - \$XXX]

[Estimate total fees.]

[Include applicable payment criteria (e.g., milestones, time and materials, fixed fee, discounts, etc.)]

[Add whether reimbursement of certain expenses is allowed – and if so, what; identify explicit timetable – must have a start and stop date]

The Work Order Fees shall be invoiced in accordance with the terms of the Agreement.

2.4 Changes

Either Customer or Successful Respondent may request a Change to the scope or manner of provision of the Services under this Work Order subject to the Change Control Procedures. This Work Order may only be amended by an instrument in writing to be executed by the Parties or their successors or assignees.

3.0 ASSETS

3.1 Customer Equipment or Software

If applicable and if agreed to by the Parties, Customer shall provide Successful Respondent with the Customer Equipment or Software specified below for the purpose of performing the Services.

Quantity	Description of Customer Equipment or Software

4.0 TERM

4.1 Work Order Term

The Work Order Term shall commence as of 12:00:01 a.m., Central Time on the Work Order Effective Date and continue until 11:59:59 p.m., Central Time, on [_____, 20[___]] unless extended by mutual agreement of the Parties or terminated in accordance with the terms of the

MSA, in which case the Work Order Term shall end at 11:59:59 p.m., Central Time, on the effective date of such termination or the date to which this Work Order is extended.

4.2 Commencement Date

For the purposes of this Work Order, the Work Order Commencement Date shall be [_____, 20[___]].

SIGNATURE PAGE FOLLOWS

SAMPLE

IN WITNESS WHEREOF, the Parties have caused this Work Order to be executed by their respective duly authorized representatives as of the Work Order Effective Date.

Customer or DIR

Successful Respondent

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE