

**Amendment Number 1**  
**to**  
**Contract Number DIR-TSO-3679**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Web-Hed Technologies, Inc. dba Webhead**

This Amendment Number 1 to **Contract** Number **DIR-TSO-3679** ("**Contract**") is between the Department of Information Resources ("DIR") and Web-Hed Technologies, Inc. dba Webhead ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Contract, Section 2. Term of Contract** is hereby amended as follows:  
DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through November 16, 2019, or until terminated pursuant to the termination clauses contained in the Contract. The contract will renew automatically in one-year increments for one (1) additional year under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.
  
2. **Contract, Section 3. Services Offerings**, is hereby amended as follows:  
Services available under this Contract are limited to the End-User IT Outsourcing Services as specified below. Vendor may incorporate changes to their services offering; however, any changes must be within the scope of the RFO and services awarded based on the posting described in Section 1.B above. Vendor may not add services which were not included in the Vendor's response to the solicitation described in Section 1.B above.

**End-User IT Outsourcing Categories**

This Contract is for services only. No hardware or software products may be sold under this Contract. Any products needed to deliver final services must be procured through another contract vehicle.

Customers shall order the Services by execution of a Statements of Work (SOWs). Vendors shall respond by demonstrating qualifications and experience for each engagement. At a minimum, each SOW will describe the service levels. From responses Customer will determine best value. The Sample SOW format and service level examples are shown in Appendix D. Services that can be included to provide End-User IT Outsourcing solutions are set forth below. Some services may be unavailable as service components, at the discretion of the Vendor.

CATEGORY	DESCRIPTION
<b>Management Services</b>	<b>The management of customer owned equipment or vendor provided equipment.</b>
Provisioning of Equipment	This category includes any information technology equipment that may be made commercially available within the current and future technology marketplace that addresses a business need of a Customer. Equipment includes, but is not limited to: desktops/workstations, notebooks/portables, mobility devices, end-user support servers, storage area networks, networking, software, and peripherals. Services shall include, but not be limited to: management of equipment procurement, equipment configuration management, and provisioning of equipment. Vendor must be capable of provisioning equipment using standard configurations developed by Customer. Vendor shall be responsible for bearing the cost of acquisition or lease costs that may be applicable in the procurement process and for IT equipment that may be required by a Customer.
Desktop Outsourcing Services	This category includes services related to desktop computers (or laptops acting in the role of desktops), desktop hosting servers, the underlying network infrastructure, the processes and the organization. Desktop support services include: <ul style="list-style-type: none"> <li>&gt; Deskside dispatch</li> <li>&gt; Hardware break/fix</li> <li>&gt; Installations, moves, adds and changes (IMAC)</li> <li>&gt; Remote server</li> <li>&gt; LAN/WAN (where applicable)</li> <li>&gt; Shrink-wrapped software (dispatched efforts)</li> <li>&gt; First-level application (dispatched efforts)</li> <li>&gt; Enterprise-specific (where required)</li> <li>&gt; IT asset inventory maintenance and process controls</li> <li>&gt; Backup and recovery processes</li> <li>&gt; Patch management</li> <li>&gt; Output management</li> <li>&gt; Hardware standards establishment</li> <li>&gt; Service desk (often included)</li> </ul>
Asset Tracking Services	Maintain a central asset management system to maintain tracking of Vendor owned equipment to include, but not be limited to: physical location, user, software licenses, maintenance records, and end of Agreement term dates. Information should be updated as necessary to account for IMAC, maintenance, and deskside support. The system should also be used for tracking any services that are provided on Customer owned equipment that may be applicable to a Supplemental Agreement.

<b>Support Services</b>	<b>Services provided in the course of providing Management Services.</b>
Service Desk	<p>Manage and supply a toll-free telephone number, email address, or web-based application for a Customer to report maintenance issues, trouble-tickets, and request other how-to assistance as necessary. Process must include a timely confirmation of receipt of all Customer reports and a resolution status of all service requests submitted.</p> <p>IT service desk is defined as the provision of internal end-user support for all IT services and includes:</p> <ul style="list-style-type: none"> <li>&gt; Labor, facilities, systems, processes, management and connectivity for service desk support</li> <li>&gt; First-level and second-level support</li> <li>&gt; Problem categorization and logging</li> <li>&gt; Problem tracking and escalation</li> <li>&gt; Problem resolution</li> <li>&gt; Remote access and resolution</li> </ul>
On Site Support & Moves/Adds/Changes (MACs) Services	<p>Provide day-to-day technical on-site support services, to include, but not be limited to: option of Vendor staff residing at a Customer location, assisting with complex problem identification, resolving complex issues which cannot be resolved by assistance of the help desk, installation of emergency hardware/software fixes, troubleshooting, physical relocation of equipment, continuing equipment modifications or upgrades, installation/de-installation, packing/unpacking of equipment, and swaps/replacement of equipment. Vendor should be capable of providing the services described for volume-based projects that affect several end-users as may be necessary throughout the term of a Customer's Supplemental Agreement.</p>
Remote Support Services	<p>Manage and provide Vendor remote support to "take over" and support a piece of equipment from a centralized location by Vendor personnel. Vendor shall provide phone support to assist in resolution of problems from a location that is remote to the end-user Customer.</p>
Standard and Ad Hoc Reporting and Documentation	<p>Produce various types of reports via online or hard copy as may be required by a Customer. These may include, but not be limited to: number of problems/calls logged, number of dispatch calls, and resolution time frames. Vendor shall allow a Customer's authorized end-user to have electronic access to view and query Vendor's standard reports.</p>
Break/Fix/Maintenance Services	<p>Manage support services, including bearing any cost, for all equipment owned and provided by the Vendor. This would include, but not be limited to: time and materials maintenance, troubleshooting, on-site support function, and upgrading of equipment as needed to provide any new technology features.</p>
Unwind/End of Engagement Services	<p>Manage the de-installation and packaging of Vendor provided equipment, to include but not be limited to: providing a plan to manage the unwind of the services, and removal of hard drives to be left with a Customer for destruction</p>

Technology Services	Specific applications or technology centered processes.
Mobility	<p>This category defines mobility as the provision of internal end-user support for all mobile functionality.</p> <p>The mobile services include:</p> <ul style="list-style-type: none"> <li>&gt; Labor, facilities, systems, processes, management and connectivity</li> <li>&gt; Managing mobile devices, including bring your own device (BYOD) to securely work with the customer’s network and base systems</li> <li>&gt; Managing mobile device connectivity service</li> <li>&gt; Problem categorization and logging</li> <li>&gt; Problem tracking and escalation</li> <li>&gt; Problem resolution</li> </ul>
Hosted Virtual Desktop (HVD) Services	HVD service that can access applications from a centralized server, combined with a lower-cost desktop solution as the thin client.
Network Management Services	Manage and provide services for network related issues, to include, but not be limited to: connectivity troubleshooting, eliminating bottlenecks, and monitoring. For DIR eligible telecom Customers, telecommunications connectivity services will be achieved through the DIR consolidated telecommunications system, TEX-AN.
Software Services	Manage services for software to include, but not be limited to: software configuration management, patches, automated distribution, imaging creation, and imaging implementations
Security Services	Manage security services as applicable to the equipment as described within Item 1, Provisioning of Equipment and Procurement Services, that may be provided. To include, but not be limited to: firewalls, passwords, and data protection, equipment shipped in a default secure configuration, and option to keep a hard drive is required within the applicable equipment configuration. DIR reserves the right to promulgate standards in relation to security services and such standards will be discussed with vendors selected for negotiation.

3. **Contract, Section 6, Notification** is hereby amended as follows:

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A. Parker, CTPM, CTCM  
Director, Cooperative Contracts  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-1647  
Facsimile: (512) 475-4759  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)

If sent to the Vendor:

Marilic Pimentel  
Web-Hed Technologies, Inc. dba Webhead  
1710 N. Main Ave.  
San Antonio, Texas 78212  
Phone Number: (210) 354-1661Ext. 2020  
Fax: (877) 702-1007  
Email: [MarilicPimentel@webheadtech.com](mailto:MarilicPimentel@webheadtech.com)

4. **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts dated 06/21/2016**, is here by restated in its entirety and replaced with the attached Appendix A. Standard Terms and Conditions For Services Contracts dated 09/29/2017.

All other terms and conditions of the **Contract as amended**, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1 and then the Contract.

**(Remainder of this page intentionally left blank)**

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than November 16,2018.

**Web-Hed Technologies, Inc. dba Webhead**

**Authorized By:** Signature on File

**Name:** Marilic Pimentel

**Title:** Finance and Contract Administrator

**Date:** 10/17/2018

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 10/22/2018

**Office of General Counsel:** MH 10/17/2018