

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3883
SERVICE AND SUPPORT AGREEMENT
FLORES AND ASSOCIATES, LLC

INTRODUCTION

Flores and Associates, LLC will provide BreakFix Services for Customer Owned Equipment in accordance with pricing listed in Appendix C, Pricing Index of DIR Contract number DIR-TSO-3883. Hourly pricing for BreakFix Services will be dependent on:

- A. Zone
- B. Response Time (1 hour, 4 hours or next day) that is agreed to between Customer and Flores and Associates, LLC.
 1. Time of Ticket (should be confirmed on the telephone)
 2. Actual Arrival Time (should be confirmed in writing upon arrival of Flores and Associates, LLC) and initialed by Customer. If the Customer fails to initial in writing, it is assumed that the Arrival Time entered on the Order Form by Flores and Associates, LLC is correct.

Flores and Associates, LLC was awarded a DIR Contract based on an RFO that defined BreakFix Services, as listed below in 1 - 17. In providing BreakFix Services to Customers, Flores and Associates, LLC will comply with the intent of the scope of these services. Flores and Associates, LLC will provide on-site time and materials repairs of information technology equipment in accordance with the following provisions:

1. Flores and Associates, LLC shall furnish all labor, equipment, tools, parts, materials and transportation necessary to repair the equipment at each customer's site in accordance with the Original Equipment Manufacturer's (OEM) service manual.
2. Flores and Associates, LLC will provide a **toll free hot line/dispatching service** available for calls from Customers during business hours. Flores and Associates, LLC's contact information is:

Contact Name: Bethany Herman

Toll Free Number:1-800-349-0376

3. Vendor shall provide, on an on-call basis, qualified personnel at the Customer's site within the following response times:
 - One (1) hour or,
 - Four (4) hours or,
 - Next Day or,
 - Other (as may be defined in Appendix C, Pricing Index to DIR Contract Number DIR-TSO-3883).

The level of response time required will depend on the urgency of the need by the Customer.

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Business Hours: Monday through Friday 8:00 A.M. TO 5:00 P.M. local time excluding authorized State holidays.

A service call for a one hour response time received after 4:00 pm will require that a service technician be on-site by 9:00 a.m. the following business day. A service call for a four-hour response received after 2:00 p.m. will require that the service technician be on-site by 9:00 a.m. the following business day. Next Day service requests received after 2:00 p.m. will require a service technician to be on-site by 4:00 p.m. the next business day.

For Customers that request and approve, in writing, and agreed upon by Flores and Associates, LLC, repairs may be during hours other than normal business hours, stated above. DIR-TSO-3883 Appendix C, Pricing Index has pricing for overtime hours.

4. Labor hours paid under DIR-TSO-3883 shall be only for productive hours at the job site. Time spent for transportation of workers or the acquisition, handling, and delivery of parts or materials is not a direct charge but shall be considered an overhead charge and are included in the hourly rates bid for labor. If Customer requests delivery of parts that exceed Ground Service, Flores and Associates, LLC will charge the Customer for the difference between ground and express delivery services.

5. If a service call is requested for the purpose of inspecting equipment and making a cost estimate to repair equipment, the time required visiting and inspecting (excluding travel) is chargeable.

6. Service shall be on a per-call basis, as needed, and will be charged at an hourly rate in increments of quarter hours (15 minutes) after the first hour. The minimum charge for a service call will be the established hourly rate for one hour.

7. Per-call shall mean a service visit to the office requesting repairs. If the technician repairs more than one piece of equipment per service call at the same location, the Vendor is not entitled to a one hour minimum charge for each piece of equipment repaired, but is only entitled to bill for the total time required for repair of all machines repaired during the visit.

8. If the service technician must return to the repair site due to a lack of parts, then Flores and Associates, LLC is not entitled to the minimum hourly charge for the subsequent visit. The subsequent visit will be billed based on the time spent on repairs, at the quarterly hourly rate, plus the cost of repair parts.

9. The length of time allowed for service charge will be measured from the time the service technician reports to the Customer's site until completion of the last equipment repair during the service call. Flores and Associates, LLC will not be allowed to charge for time spent during lunch or break periods.

10. All repairs will be made on-site whenever possible. In the event major repairs require removal of machines to Flores and Associates, LLC's place of business, or it is estimated that repair costs will exceed \$250.00, Flores and Associates, LLC must provide the Customer with a written estimate of the costs of repairs and time required to

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complete the repairs and receive written authorization to proceed with repairs. In the event repairs exceed seven (7) calendar days and at the Customer's request, Flores and Associates, LLC must provide a similar and compatible piece of equipment until the repaired equipment is returned.

11. All replacement parts for a specific device must be that of the original manufacturer, new or reconditioned like new, or a fully compatible unit from another manufacturer. A fully compatible part is defined as any component that meets or exceeds the original manufacturer's specifications for that item. Parts repaired and certified by the Vendor may be utilized; however, only a fair market value may be charged for the part. A description of how the Vendor determined the fair market value may be required by the customer. All parts must be warranted for a period of 90 days from the date of repair or standard warranty period of the OEM, whichever is longer.

12. Any repeated service required within this warranty period because of a defective replacement part shall be performed at no charge to the customer.

13. Cost of parts to complete a repair will be the actual price paid by the Vendor to the manufacturer or distributor of the repair part plus a predefined mark up to offset the administrative costs to order, track, and deliver a part. A copy of the Vendor's paid invoice for parts shall be provided to customer upon request for the purpose of verifying the actual Vendor's costs for parts. Vendor shall provide the proposed markup percentage for parts in Bid Package 2 Pricing.

14. To ensure comprehensive and adequate coverage of all potential customers in all parts of the State, responding Vendors are required to respond by State Zone. These zones are identified by the map in Exhibit A to this Appendix D. Vendors may respond to one or all zones or any number in between depending on their capabilities in accordance with Appendix C, Pricing Index to DIR Contract Number DIR-TSO-3883. Partial coverage of an individual State Zone is not permitted. Quoted rates must be applicable to an entire State Zone.

15. BreakFix Service for Software is not within the scope of this contract.

16. BreakFix Service for large data center equipment is not within the scope of this contract.

17. Replacement parts are provided AT COST, no fees or profit can be charged to the Customer. If Customer wishes to be provided with a copy of the invoice for the replacement part, Flores and Associates, LLC will provide it.

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Flores and Associates, LLC provides BreakFix Customer Owned Equipment Services in the following **ZONES**:

Zone 1

District 13 – Yoakum
District 14 – Austin
District 15 – San Antonio
District 16 - Corpus Christi
District 21 – Pharr
District 22 – Laredo

Zone 4

District 1 – Paris
District 2 – Fort Worth
District 3 – Wichita Falls
District 8 - Abilene
District 9 – Waco
District 10 – Tyler
District 18 – Dallas
District 19 - Atlanta
District 23– Brownwood

Zone 5

District 11 – Lufkin
District 12 – Houston
District 17 – Bryan
District 20 – Beaumont

LIMITATIONS

- BreakFix Services will be performed on Customer Owned Hardware or Hardware Component Equipment only. Flores and Associates, LLC does not represent itself as an authorized manufacturer warranty servicer;
- BreakFix Services are equipment replacement services and are not for software servicing, installation, maintenance, configuration, changes, customization or networking or software technical support.

Response Time for BreakFix Equipment Services

Response time is defined as: number of business hours or days to open a ticket and arrive on site to commence the performance of BreakFix Services. The first service performed will be troubleshooting. Flores and Associates, LLC will estimate the amount of time to make the repair/correction and Flores and Associates, LLC will persevere to make the repair/correction in a timely manner that will minimize the impact of service interruption. If any delay is caused due to third-party hardware or software that is beyond the control of Flores and Associates, LLC, the

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Customer and Flores and Associates, LLC will agree on a timeframe for Flores and Associates, LLC to update and report a status to the Customer and advise them of an updated schedule for the ticket closure.

Response Times Offered by Flores and Associates, LLC

One (1) business hour
Four (4) business hours
Next Business Day
Other (Plotter/Solid Ink)

Nature of Issue	Flores and Associates, LLC provided Remedy
After Flores and Associates, LLC has opened a ticket over the telephone, a Response Time Issue occurs when Customer Name exceeds the Response Time by:	Customer Name will provide the following Remedy:
15-30 minutes Late	\$5 total per ticket
30-60 minutes Late	\$10 total per ticket
1 – 2 hours Late	\$15 total per ticket
3-4 hours Late	\$20 total per ticket
4 or more hours Late	\$25 total per ticket

**** Exception:** For third-party replacement part servicing that must be escalated to 1) a manufacturer or authorized distributor for configuration, 2) transport and delivery of replacement parts, 3) manufacturer or Customer, and therefore are not in the control of Flores and Associates, LLC, the Customer will not be credited for the time that the third-party controlled the remediation of the issue. The Customer may request a copy of the repair ticket from the third-party showing the time that a ticket was opened and closed between Flores and Associates and the third-party. Once the third-party ticket is closed, credit begins accumulating again between Flores and Associates and the Customer (less handling, delivery and transportation times). If a third-party ticket is requested and not available, credits will not be waived unless Customer can provide evidence showing the possibility of wrong doing and issue resolution will be invoked per the DIR contract.

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EXHIBIT A ZONE MAP

