

Amendment Number 1
to
Contract Number DIR-TSO-3919
between
State of Texas, acting by and through the Department of Information Resources
and
iSphere Innovation Partners LLC

This Amendment Number 1 to Contract Number DIR-TSO-3919 ("Contract") is between the Department of Information Resources ("DIR") and iSphere Innovation Partners LLC ("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 June 23, 2020, 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, Service Offerings**, is hereby amended as follows:

Services available under this Contract are limited to the Deliverables-Based Information Technology Services Technology Categories 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 Compliance with Procurement Laws. Vendor may not add services which were not included in the Vendor's response to the solicitation described in Section 1.B Compliance with Procurement Laws.

No hardware or software products and related services may be sold through this contract. Any products needed to deliver final services must be procured through another contract vehicle. Examples of these products include: Software as a Service (SaaS), subscriptions, annual license maintenance and support, and web hosting.

Project Management

- 1) Definition: Project Management service providers may perform any or all of the project management processes identified by the Project Management Institute as published in the PMBOK® Guide, Fifth Edition or most recent.

- 2) Examples of included services: utilizing the Customer's tools and processes, using off-the-shelf tools, using Vendor's own proprietary tools and processes to manage a project and using the Texas Project Delivery Framework. Information about the framework tool can be found at the following url:
<http://www.dir.texas.gov/management/projectdelivery/projectframework/pages/framework.aspx>

Technology Upgrade/Migration and Transformation

- 1) Definition: Technology Upgrade/Migration may be required to increase business functionality, reengineer a business function, keep current with vendor upgrades or when upgrading existing technology. Technology Transformation may be accomplished by converting/migrating legacy applications to new technology either with or without new business functionality or it may include introducing new technology into the enterprise. Technology Upgrade/Migration may also include providing website content accessibility compliance.
- 2) Examples of included services: assessments of the current application portfolio, evaluation of the technology assets before beginning technology transformation and Business Case development for justification of an initiative. Also included are: technology transformations, which may include, appropriate Return on Investment (ROI), benchmarks and milestones. The following activities may also be included: planning, analysis, requirements development, proof of concept, deployment, implementation, integration, remediation, data migration, documentation, application programming and support services; and training support.

Application Maintenance and Support

- 1) Definition: Application Maintenance and Support includes the skills and requirements for supporting application systems, including troubleshooting, modifying, maintaining and enhancing legacy systems. Application Maintenance and Support also applies to applications running in a production environment.
 - 2) Examples of included services: research, analysis, design, programming, testing, documenting and implementing maintenance changes; correcting software errors; modifying reports and ensuring accurate report runs; making modifications to the applications and documentation; writing ad hoc queries; loading and applying changes to the software language and/or database in which the application is written; providing corrections for production or any changes needed and participation in disaster recovery testing, planning and documentation. Services may need to be available 24/7 or on an on-call basis.
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. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4000
Facsimile: (512) 475-4759
Email: Kelly.parker@dir.texas.gov

If Sent to the Vendor:

Cathy Ball
Director, Public Sector Sales
iSphere Innovation Partners LLC
450 N. Sam Houston Pkwy. Suite 125
Houston, Texas 77060
Phone: (281) 217-4670
Facsimile: (877) 381-5449
Email: cball@isphere.net

4. **Appendix A, Standard Terms and Conditions for DBITS Services Contracts**, is hereby restated in its entirety and replaced with the attached Appendix A. Standard Terms and Conditions for DBITS Services Contracts dated **01/08/2018**.
5. **Appendix C, Sample Statement of Work** is hereby replaced in its entirety with Appendix C – Statement of Work (SOW) Agile and Waterfall template attached to this Amendment 1.

All other terms and conditions of the Contract, not expressly amended 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.

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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 6/23/2019.

iSphere Innovation Partners LLC

Authorized By: Signature on File

Name: Scott Mason

Title: Director of Operations

Date: 06/07/2019

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: 06/10/2019

Office of General Counsel: __MH 06/07/2019