

**THIRD AMENDMENT TO THE
INTERAGENCY CONTRACT
BETWEEN
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES
AND
TEXAS EDUCATION AGENCY
RELATING TO THE CONSOLIDATION OF DATA CENTER SERVICES
PURSUANT TO THE MASTER SERVICES AGREEMENT BETWEEN THE
TEXAS DEPARTMENT OF INFORMATION RESOURCES
AND
THE MULTISOURCING SERVICES INTEGRATOR AND SERVICE
COMPONENT PROVIDERS
DIR CONTRACTS NOS. DIR-DCS-MSI-MSA-001, DIR-DCS-SCP-MSA-002, AND
DIR-DCS-SCP-MSA-003**

This Third Amendment (Third Amendment) is to the Interagency Contract (the Contract) between the Texas Department of Information Resources (DIR) and the Texas Education Agency (DIR Customer) (collectively, the "Parties") to the Consolidation of Data Center Services pursuant to the Master Services Agreement between Performing Agency and the Multisourcing Services Integrator and Service Component Providers.

RECITALS

WHEREAS, DIR and Service Providers entered into an agreement (Data Center Services Contracts) on or after December 28, 2011 with commencement of services scheduled to commence on May 1, 2012, as provided by First Amendment to the Data Centers Service Contracts;

WHEREAS, a First Amendment was necessary to reduce the estimated not to exceed amount for FY13;

WHEREAS, a Second Amendment was necessary to increase the estimated not to exceed amount for FY13;

WHEREAS, this Third Amendment is now necessary to revise Section IV, Basis For Computing Reimbursable Costs And Payment For Service, regarding the billing dispute process and provide the estimated not-to-exceed charges for DIR Customer for the next two (2) fiscal years for the periods of September 1, 2013 through August 31, 2014 and September 1, 2014 through August 31, 2015.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Contract as follows:

1. Section IV, Basis for Computing Reimbursable Costs and Payment for Services, of the Interagency Contract, shall be amended to revise language to paragraph seven (7) and eight (8) reflecting the nature of DIR's involvement in the invoice dispute process available to DIR Customers and impose a time certain (20 business days) by which MSI must conduct any required due diligence and make a determination on the invoice dispute. The amended language reads as follows:

If DIR Customer disputes an invoice, it shall present the billing dispute in writing directly to the MSI through the Service Catalog within four (4) invoice cycles after the date DIR Customer receives the invoice and reports that substantiate the service volumes and associated Charges from DIR. DIR Customer will provide to the MSI all relevant documentation to justify the billing dispute. The MSI will process the dispute within twenty (20) business days or MSI will incur a Service Level Default.

2. Section VII, Miscellaneous Provisions, Contact Information, of the Interagency

Contract, shall be amended to revise DIR's Primary Contact and DIR's Billing Contact as follows:

DIR's Primary Contact

Name: Joanne Severn

Address: 300 W. 15th Street, Suite 1300, Austin, TX 78701

Telephone/Fax: (512) 475-0517 (telephone) / (512) 463-5868 (fax)

Email: joanne.severn@dir.texas.gov

DIR's Billing Contact

Name: Jodie Erickson

Address: P. O. Box 13564, Austin, TX 78711-3564

Telephone / Fax: (512) 463-4326 (telephone) / (512) 463-3304 (fax)


Email: jodie.erickson@dir.texas.gov

3. Attached, Appendix 1 of this Third Amendment, Attachment A, Estimated Cost Amount, shall replace in its entirety and supersede all previous agreements related to Attachment A, Estimated Cost Amount, of the Interagency Contract.

Except as specifically amended herein, the Contract shall remain in full force and effect through its term.

IN WITNESS WHEREOF, the Parties have signed this Third Amendment effective on the date of the last party to sign.

RECEIVING AGENCY: TEXAS EDUCATION AGENCY


By: 

Printed Name: Shirley Beaulieu

Title: Chief Financial Officer

Date: 8-16-13

PERFORMING AGENCY: DEPARTMENT OF INFORMATION RESOURCES

By: 

Printed Name: (Karen Robinson 

Title: Executive Director

Date: 8/28/13

DIR Contract No. DIR-DCS-IAC017
Agency Contract No. _____.

**Appendix 1 to Third Amendment of
Interagency Contract**

Attachment A
Estimated Cost Amount

Below are the estimated not to exceed costs for Services received from the Service Providers. Costs such as incremental network expenses, which are billed directly to or paid by the DIR Customer, are not included in these amounts.

For the period May 1, 2012 through August 31, 2012, the not to exceed amount is \$2,655,064.28.

For the period September 1, 2012 through August 31, 2013, the not to exceed amount is \$8,927,003.01.

For the period September 1, 2013 through August 31, 2014, the estimated not to exceed amount is \$11,238,064.

For the period September 1, 2014 through August 31, 2015, the estimated not to exceed amount is \$11,487,156.