

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Division Number/ ORG Code: 611-002  
Payee Name: Sierra-Cedar, Inc.  
Payee ID: 1582548193

Program Name: ISAS Oracle Maintenance,  
Support and Enhancement  
ISAS Contract #: 3235  
PO #: 33626

Amendment # 2

**AMENDMENT TO  
STANDARD CONTRACT  
BETWEEN  
TEXAS EDUCATION AGENCY  
AND**

**Sierra-Cedar, Inc.**  
NAME OF CONTRACTOR

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered contract to amend said contract effective July 28, 2015 as follows:

ARTICLE III. PURPOSE OF CONTRACT is amended to revise the following in Exhibit A

Amendment to reduce the hours for the two existing staff who managed implementations of Audit Remediation and the Security Redesign to the ISAS legacy and new CAPPs Financial systems. The work has been completed, implemented and budget remains that will not be used during FY15. Below is the detail breakdown:

Resource	Est. Hours	Hourly Rate	Est. Costs	Actual Hours	Actual Costs	Remain Hours	Remain Budget
Amy McClintic	72	\$140.00	\$10,080.00	20	\$2,800.00	52	\$7,280.00
Carma Hermes	80	\$100.80	\$8,064.00	26	\$2,620.90	54	\$5,443.20
			<b>\$18,144.00</b>		<b>\$5,420.80</b>		<b>\$12,723.20</b>

ARTICLE IV. PAYMENT UNDER CONTRACT is revised to include the following:

The total cost for this amendment decrease is \$12,723.20. The total contract amount is decreasing from \$1,764,494.00 to \$1,751,770.80.

Pursuant to Section 2252.901 of the Texas Government Code, Contractor certifies that it is not a former employee of TEA or that Contractor has not been an employee of TEA for twenty four (24) months prior to the beginning date of this Contract.

Contractor must make full disclosure of intent to employ or subcontract with an individual who is a former employee/retiree of TEA. Within the first twenty four (24) months of leaving employment at TEA, a former employee/retiree selected by the Contractor for employment or subcontracting, shall not perform services on a project or fill a position that the former employee/retiree worked on while employed at TEA.

Contracts awarded after December 3, 2014, will be required to utilize and continue to utilize, for the term of the contract, the U.S. Department of Homeland Security's E-Verify system to determine eligibility of: 1. All persons employed to perform duties within Texas, during the term of the Contract; and 2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America. Contractor shall provide, upon request of the TEA an electronic or hardcopy screen shot of the confirmation number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed as directed by Executive Order RP 80.

Contractor shall be an independent Contractor for matters relating to this Contract. Contractor and its employees are not employees of TEA for any purpose and shall not be entitled to participate in any plan, arrangement, or distribution by TEA pertaining to or in connection with any pension, bonus, or other benefit extended to TEA employees.

Contractor reimbursement for travel and expenses incurred in the performance of Contractor's duties under this contract, and computed in accordance with Texas law in effect at the time such travel and expenses are incurred by Contractor. Contractor will make a good faith effort to comply with the State of Texas Travel Guidelines which specifies reimbursement rates for lodging, meals, and mileage. Refer to the current rates located at CPA's website: <https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>. Effective January 1, 2015, the mileage rate is 57.5¢.

All other terms and conditions of the original contract remain the same and are incorporated herein as if specifically written. It is agreed and accepted by a person authorized to bind Contractor that all terms and conditions of this amendment are effective commencing on the above date.

Kevin Bryant  
Typed Name: Rick Rierdan  
Typed Title: Executive Vice President  
GM Public Sector

Kevin Bryant  
Authorized Signature

<b>This section reserved for Agency use.</b>	
I, an authorized official of Agency, hereby certify that this contract is in compliance with the authorizing program statute and applicable regulations and authorize the services to be performed as written above.	
AGREED and accepted on behalf of Agency this <u>15</u> day of <u>October</u> (month/year) by a person authorized to bind Agency.	
Return an electronic copy to: <a href="mailto:TEAContracts@tea.texas.gov">TEAContracts@tea.texas.gov</a> Purchasing, Contracts and Agency Services Texas Education Agency 1701 North Congress Avenue, Room 2-125 Austin, Texas 78701-1494	<u>Michael Williams</u> Michael Williams Commissioner of Education