

STATE OF TEXAS §

COUNTY OF TRAVIS §

		Oracle (PeopleSoft)	
		Maintenance, Support &	
Division Number:	611	Program Name:	Enhancement
Org. Code:	002/ 004/ 031	Legal/Funding Authority:	
Speed Chart:			
Payee Name:	Sierra-Cedar, Inc.	Payee ID:	1582548193
ISAS Contract #:	3235	PO #:	

Amendment No. 5

**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 September 1, 2016 as follows:

**ARTICLE II. PERIOD OF CONTRACT**

TEA is exercising option to renew the contract as allowed in the Contract term.

**ARTICLE III. PURPOSE OF CONTRACT**

1. This is to request is an Amendment 5, to renew the Oracle (PeopleSoft) Financial Application (CAPPS and Custom Developed Modules) Maintenance, Support and Enhancement contract with Sierra-Cedar Inc. to extend the contract for an additional twelve (12) month period from September 1, 2016 through August 31, 2017.

2. Fee Structure: This section specifies the fee and payment terms for the following PeopleSoft application support services.

Client has selected a Block of Dollars of \$60,000 for the Migrator Role, (Code Deployments to Production) as referenced in Appendix A. Consumption of hours against the block will be calculated based on the hourly rate of \$125. Client has requested that no overages be allowed beyond the \$60,000. Therefore, any request that would result in an overage beyond the \$60,000 Block of Dollars available requires that a mutually-acceptable Change Order be executed by both SCI and Client prior to being serviced.

BLOCK OF DOLLARS	Migrator Role, Code Deployments to Production
\$60,000	\$125/Hourly Rate

**ARTICLE IV. PAYMENT UNDER CONTRACT**

A detailed budget, labeled Appendix A, is attached.

The projected split between EMAT and EVI (renamed to AEM Assistive Educational Materials) work is 35% AEM (\$173,544) and 65% (\$322,295) EMAT.

The requested contract amount for year three (3) represents a total increase of \$852,191.00 to the CAPPs Oracle Financials Maintenance, Enhancement and Support – Sierra-Cedar Inc. contract. All other terms of the contract remain the same.

Contract Amount		\$356,352.00
Amendment Amount		
Breakdown		
611-004 EMAT	\$322,295.00	
611-031 AEM(EVI)	\$173,544.00	
	Subtotal Total	<u>\$495,839.00</u>
Contract Total		\$852,191.00

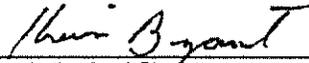
Texas Government Code §2252.901 prohibits the agency into entering into an employment contract, a professional services contract, or a consulting services contract with a former or retired TEA employee before the first anniversary of their last date of regular employment. If TEA enters into a "professional services" contract with a corporation, firm, or other business entity that employs a former or retired employee during the first year of the past employee's departure from the agency, the former or retired employee is restricted from performing services on projects that the employee worked on while employed at TEA.

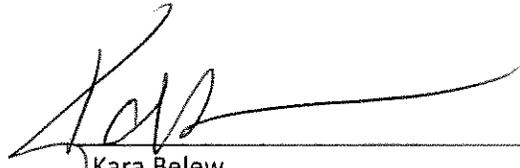
Texas Government Code §572.069. CERTAIN EMPLOYMENT FOR FORMER STATE OFFICER OR EMPLOYEE RESTRICTED. A former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving a person may not accept employment from that person before the second anniversary of the date the officer's or employee's service or employment with the state agency ceased.

Effective 01/01/16, the mileage reimbursement rate is .54¢, the previous rate was 57.5¢ from 01/01/15 – 12/31/15. The Comptroller's website for travel rules and regulations – [textravel: https://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php](https://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php). Receipts must be made available for programmatic or financial audit, by TEA and by others authorized by law or regulation to make such an audit, for a period of not less than seven (7) years.

Additional Contract Terms and Conditions required by the 84<sup>th</sup> Texas Legislative session that are different from the Terms and Conditions of the Contract dated November 20, 2014 are attached and incorporated herein.

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.

Typed Name: Kevin Bryant   
 Typed Title: Owner: Gov Public Sector Authorized Signature

<p><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<sup>th</sup></u> day of <u>September 2016</u> (month/year) by a person authorized to bind Agency.</p>	
<p>Return three (3) copies with original signature to:          Norma Barrera, Purchasing and Contracts           Texas Education Agency          1701 North Congress Avenue, Room 2-125          Austin, Texas 78701-1494           Or          Send electronic copies to:  <a href="mailto:TEAContracts@tea.state.tx.us">TEAContracts@tea.state.tx.us</a></p>	<p>          Kara Belew          Deputy Commissioner for Finance</p>

Appendix A

This amendment will include the following Application Deliverables for CAPPS.

Role	Annual Projected Workload Units	Annual Approx. Hours/Per Unit	Proposed Price Per Unit	Total Costs
Customer Assistance & Production Support	12	116.5	\$100.80	\$140,918.00
Maintenance Software Modification, Enhancements, Performance Tuning, Special Requests and Data Changes	241	6	\$100.80	\$145,757.00
Project Management & Reporting	12	8	\$100.80	\$ 9,677.00
Migrator Role, Code Deployments to Production	12	40 / Hrs Per Month	\$125.00	\$ 60,000.00
<b>Total Costs for Financial/CAPPS</b>				<b>\$356,352.00</b>

This amendment will include the following Application Deliverables for EMAT/EVI Support:

Role	Annual Projected Workload Units	Annual Approx. Hours/Per Unit	Proposed Price Per Unit	Total Costs
Customer Assistance & Production Support	20	45.8	\$100.80	\$110,799.00
Maintenance Software Modification, Enhancements, Performance Tuning, Special Requests and Data Changes	240	15.516	\$100.80	\$375,363.00
Project Management & Reporting	12	8	\$100.80	\$ 9,677.00
<b>Total Costs for EMAT/EVI</b>				<b>\$495,839.00</b>

## Contract Terms and Conditions

Contract Terms and Conditions required by the 84th Texas Legislative session that are different from the Terms and Conditions of the Contract dated November 20, 2014.

**H. Records Retention and the Right to Audit:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than seven (7) years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

Pursuant to Government Code, the state auditor may conduct an audit or investigation of the contractor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Contractor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

Contractor further agrees that acceptance of funds under this contract acts as acceptance for TEA to conduct an audit or investigation in connection with those funds. Contractor, subcontractors, and any entities receiving funds through this contract shall cooperate fully with TEA in the conduct of the audit or investigation, including providing all records pertaining to this contract that are requested.

**AA. Public Information:** The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

Contractor is required to make any information created or exchanged with the state pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The TEA Project Manager will provide the specific format by which the Contractor is required to make the information accessible by the public.