

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division Number: 210	Program Name: Managed Services and MSIX
Org. Code: 711P	Legal/Funding Authority: P.L. 107-110, Elementary And Secondary Education Act of 1965 as amended by the No Child Left Behind Act of 2001, Title I, Part C, 84.011A; TGC Title 10, Subtitle D, §2155.137
Speed Chart:	
Payee Name: Northrop Grumman Systems Corporation	ISAS Contract #: 3075
Payee ID: 1951055798	PO #: 34580

Amendment # 3

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

**Northrop Grumman Systems Corporation, acting through Northrop Grumman
Information Systems Sector, Cyber Solutions Divisions**

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 beginning September 1, 2015 as follows:

Section 3 General Terms and Conditions

TEA is exercising the option to renew the New Generation System (NGS) Managed Services and the NGS Migrant Student Information Exchange (MSIX) Specialist on a month-to-month basis, from the effective start date of Programmers and MSIX Specialist of September 28, 2015 to December 31, 2015, per emergency extension.

Section 2 Services Provided

Northrop Grumman will continue to provide project management, website maintenance, database management, and system maintenance services to TEA and the New Generation System and the MSIX Specialist, see Attachment 1.

Section 11 Payment Schedule

A revised Pricing Proposal, Attachment 2, is attached

Contract Amount:	\$ 1,577,537.00
Amendment Amount FY16:	\$ 215,600.04
Contract Total:	\$ 1,793,137.04

Additional Contract Terms and Conditions required by the 84th Texas Legislative session that are different from the Terms and Conditions of the Contract dated September 1, 2013 are attached and incorporated herein.

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.

All other terms and conditions of the original contract remain the same and are hereby reinstated and attached hereto. 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: Kristen Walls
Typed Title: Contract Administrator

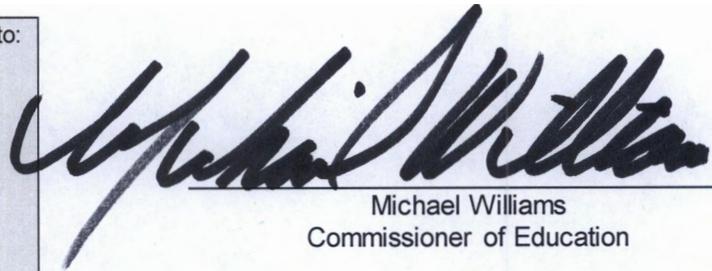
Kristen A. Walls
Authorized Signature

This section reserved for Agency use.

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 7th day of October
(month/year) by a person authorized to bind Agency.

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:
TEAContracts@tea.state.tx.us


Michael Williams
Commissioner of Education

Description of Services: September 28, 2015 – December 31, 2015

Managed Services: Northrop Grumman will continue to provide Project Management, website maintenance, database management and system maintenance services to the Texas Education Agency and the New Generation System (NGS) Consortium of States as follows:

2.A Project Management

Northrop Grumman will continue to provide a named point-of-contact for the purposes and terms of the contract for Project Management. Project Management will provide the following services to TEA:

- 2.A.1 Oversee the NGS website maintenance, database management and system maintenance services provided by Northrop Grumman on the NGS Project provided to TEA facility New Generation Systems offices located at 7703 N. Lamar Blvd., Suite 320, Austin, Texas 78752.
- 2.A.2 Conduct bi-monthly meetings with TEA migrant staff and NGS as needed.
- 2.A.3 Capture and document each new requested website modification also known as build items for each website update or build release documented in a spreadsheet managed by Northrop Grumman. New website modification requests are managed by changes clause in Section 14 of contract.
- 2.A.4 Coordinate in advance with TEA and NGS to obtain prior approval before deploying each build release.

2.B Website Maintenance

Northrop Grumman will provide the services of two developers for the purposes and terms of the contract for website maintenance. The developers will provide the following services to TEA:

- 2.B.1 Participate in website design sessions with NGS twice a year at the NGS Consortium Advisory Meetings.
- 2.B.2 Create Statement of Work (SOW) or Level of Effort (LOE) for new build items.
- 2.B.3 Maintain the State Assessment Data Import for all NGS Consortium States.
- 2.B.4 Maintain the Education Data Exchange Network (EDEN) Export.
- 2.B.5 Maintain the Health and Human Services Commission (HHSC) file exchanges.
- 2.B.6 Maintain the Migrant Student Information Exchange (MSIX) file transfers.
- 2.B.7 Maintain all Performance Reports.
- 2.B.8 Maintain the Electronic Data Interchange (EDI) Service.
- 2.B.9 Maintain the Report Processing Service.
- 2.B.10 Maintain Change Detection Software.
- 2.B.11 Maintain Automatic User Deactivation Process.
- 2.B.12 Maintain the NGS Database.
- 2.B.13 Maintain the NGS System Environments.
- 2.B.14 Produce Eligibility Sample Reports.
- 2.B.15 Maintain the NGS Help Screens.
- 2.B.16 Research Requested Enhancements
- 2.B.17 Research errors and/or NGS build item change requests to determine the following:
 - 2.B.17.a Validity of error and/or NGS functional change request.
 - 2.B.17.b Level of effort to correct error or implement NGS functional change request.
 - 2.B.17.c Create or finalize NGS Change Request document.
 - 2.B.17.d Submit NGS Change Request document to Project Management for approvals.
 - 2.B.17.e Implement approved NGS Change Request.
 - 2.B.17.f Update NGS Change Request documentation.

- 2.B.18 Provide support for the NGS Help Desk to include the following:
 - 2.B.18.a Field requests from the NGS Help Desk staff for NGS issue resolution.
 - 2.B.18.b Field requests from the NGS Help Desk staff for Custom Reports.

2.C Database Management and System Administration Support Services for Production Environment

Break/Fix Support for the NGS production environment (Production Web, Production Database, Training Web, Training Database, FTP, EDI, MSIX, HHSC, Email and Report Processing Services) as described below:

- 2.C.1 Scheduling and monitoring of workloads:
 - 2.C.1.a Monitoring: drive space, CPU utilization, drive throughput, network throughput, memory utilization, system generated logs and Change Detection Application output.
 - 2.C.1.b Scheduling: SQL jobs, MSIX and HHSC file transfers, Change Detection Application.
- 2.C.2 Perform daily system administration duties:
 - 2.C.2.a Check submitted reports.
 - 2.C.2.b Check database replication.
 - 2.C.2.c Check SQL scheduled tasks
 - 2.C.2.d Review the Event Logs
- 2.C.3 Perform daily backups and oversee weekly tape rotation.
- 2.C.4 Check internet connectivity and availability on a daily basis.
- 2.C.5 Monitor the physical environment of the server room and schedule any needed air or mechanical equipment maintenance or service.
- 2.C.6 Monitor change detection output.
- 2.C.7 Perform monthly system administration duties:
 - 2.C.7.a Perform monthly backups
 - 2.C.7.b Verify all windows updates are current
 - 2.C.7.c Verify the virus scan data files are current
 - 2.C.7.d Review the web error log
- 2.C.8 Post notification of service interruptions on the NGS homepage
- 2.C.9 Implement new hardware and/or third party software after testing
- 2.C.10 Provide second tier technical assistance for problem resolution
- 2.C.11 Deploy maintenance patches and updates to the production environment
- 2.C.12 Provide recommendations for hardware and software purchases
- 2.C.13 Test new hardware and third party software prior to implementation

2.D System Maintenance Services and Administration Support for Maintenance/Development Environment

Support the maintenance/development environment (Development Web, Development Database, Test Web, Test Database, Workstations and Report Processing Services) as follows:

- 2.D.1 Manage and maintain maintenance tools provided in the Microsoft MSDN software support package.
- 2.D.2 Plan and manage deployment of new build items to the production environment.
- 2.D.3 Provide recommendations for hardware and software purchases.
- 2.D.4 Test new hardware and third party software prior to implementation.
- 2.D.5 Provide second tier technical assistance for problem resolution.
- 2.D.6 Perform monthly system administration duties of the maintenance/development environment:

- 2.D.6.a Perform monthly backups of the NGS maintenance/development environment
- 2.D.6.b Verify all windows updates are current
- 2.D.6.c Verify the virus scan data files are current
- 2.D.6.d Review the web error log as part of the monthly system administrative duties.

New Generation System Migrant Student Information Exchange (MSIX) Services

2.1 Project Management

Northrop Grumman will provide Project Management for planning, coordinating, executing and overseeing the equipment, personnel, and services for the TEA NGS MSIX Specialist Project as outlined below.

- 1) As part of the TEA NGS MSIX Specialist Project, Northrop Grumman will provide the following Project Management Services.
 - a. The Northrop Grumman Project Manager will coordinate the readiness of the NGS Office in support of the TEA NGS MSIX Specialist Services to include
 - i. Access to the NGS Office for the TEA NGS MSIX Specialist;
 - ii. Cubicle work space made available to the TEA NGS MSIX Specialist;
 - iii. Access and availability of computer equipment, computer software and the internet that will be used in support of the TEA NGS MSIX Specialist project;
 - iv. Access and availability of the TEA NGS telephone system in support of the TEA NGS MSIX Specialist Project.
 - b. The Northrop Grumman Project Manager will be responsible for overseeing the entire TEA NGS MSIX Specialist Project.
 - i. Coordinating invoicing to TEA;
 - ii. Coordinating and participating in problem resolution activities related to the close-out of Services.

2.2 Equipment and Technical Support

- 1) As part of the TEA NGS MSIX Specialist Project, Northrop Grumman will provide the following equipment and technical support.
 - a. Technical Support from September 28, 2015 through December 31, 2015 to include:
 - i. Northrop Grumman NGS Trainer to train the TEA MSIX Specialist on the use of Northrop Grumman's web conferencing and training software (Citrix's GoToMeeting); Northrop Grumman NGS Trainer to assist the TEA MSIX Specialist with MSIX webinar training sessions and recordings.
 - b. Equipment and Software to include:
 - i. The Northrop Grumman web conferencing and training software (Citrix's GoToMeeting).
 - ii. One (1) telephone line that is tied to the current NGS Help Desk toll free number so that the NGS MSIX Specialist can use the additional line capacity to support the MSIX services outlined in this statement of work.
 - iii. The Northrop Grumman help desk call tracking software to record requests made to the TEA NGS MSIX Specialist.
 - iv. One (1) Dell XPS 420 computer that will be used by the NGS MSIX Help Desk Operator.
 - v. Microsoft Office Small Business Edition.
 - vi. McAfee Antivirus Software.

- vii. Microsoft SQL Server Client that will provide the Help Desk operator direct access to the NGS database which will facilitate a much faster response to querying data, correcting problems, and running reports.

2.3 NGS MSIX Specialist Services

- 1) As part of the TEA NGS MSIX Specialist Project, Northrop Grumman will provide the following services from 9:00 a.m. to 1:00 p.m. Monday through Friday, excluding state holidays.
 - a. One TEA NGS MSIX Specialist with the following experience:
 - i. A minimum of two years using and working with the MSIX Website application;
 - ii. A minimum of two years using and working with the NGS Website application;
 - iii. A minimum of two years providing application help desk support;
 - iv. A minimum of two years providing training to end users.
 - b. MSIX Specialist Services:
 - i. Answering end user questions regarding the MSIX application;
 - ii. Assist in resolving end user MSIX application issues where possible. In the event that a remedy for an end user's problem cannot be found then the Northrop Grumman MSIX Specialist will escalate the problem to the Federal MSIX Help Desk and/or the Federal MSIX programmers;
 - iii. Monitor and record the results of the application issues and update TEA, NGS project management, and the NGS end user submitting the problem.
 - iv. Assist TEA and the NGS programmers with MSIX interface and application issues. The operator will have access to the NGS database to run queries and reports against in order to validate data on the MSIX system or with the NGS MSIX data transmissions.
 - v. Assist TEA with the MSIX Worklists: work to resolve data errors identified from the MSIX data uploads to the MSIX system. Contact migrant staff statewide regarding those errors in order to resolve - data match errors, duplicate student records, or other issues with NGS transferred data on the MSIX system.
 - vi. Contact Texas Regional Service Centers and NGS end users to assist with data validation.
 - vii. Assist TEA with the MSIX password cleanup process.

**Pricing Proposal
September 28, 2015 – December 31, 2015**

Managed Services

No.	Services	Total
1	Project Management	\$33,442.50
2	Website Maintenance	\$95,550.00
3	Database Management and System Administration Support Services for Production Environment	\$38,220.00
4	System Maintenance Services and Administration Support for Maintenance/Development Environment	\$23,887.50
Grand Total:		\$191,100.00

MSIX Services

No.	Services	Total
1	Project Management	\$1,633.34
2	Equipment and Technical Support	\$2,286.67
3	NGS MSIX Specialist Services	\$20,580.03
Grand Total:		\$24,500.04

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 September 1, 2013.

- 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.