

STATE OF TEXAS §

COUNTY OF TRAVIS §

ISAS Oracle Maintenance Support and Enhancement	
Division Number: 611	Program Name:
Org. Code: 002	Legal/Funding Authority:
Speed Chart:	
Payee Name: Sierra-Cedar, Inc	Payee ID: 1582548193
ISAS Contract #: 3235	PO #: 34439

Amendment No. 3

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

Sierra-Cedar
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 April 1, 2016 as follows:

ARTICLE II. PERIOD OF CONTRACT

TEA is exercising the option to renew the Contract from April 1, 2016 to August 31, 2016 as allowed in the Contract term and which will align with the current contract end date.

ARTICLE III. PURPOSE OF CONTRACT

1. The purpose of this Amendment is to request an amendment to the Capps Financials Maintenance, Enhancement and Support – Sierra-Cedar Inc. Consulting contract to allow for the following:

Add additional services to the contract to allow for the separation of duties of the Migrator role. This amendment will add additional hours to existing contract to perform application code migrations and maintenance releases to the productions environment. This additional service is required to mitigate outstanding audit findings.

The requested amount represents a total increase of \$25,000 to the Capps Financials Maintenance, Enhancement and Support – Sierra-Cedar Inc.

2. Definitions:
 - 2.1 "ASLMA" means Application Software License and Maintenance Agreement or, if applicable, Oracle License and Services Agreement ("OLSA").
 - 2.2 "PeopleSoft" refers broadly to Oracle, Inc., a vendor of enterprise management software and to PeopleSoft software products licensed by Client.
 - 2.3 "PeopleSoft FIN" refers broadly to a suite of software licensed by Client from Oracle to assist in management of Financial Management systems including accounts payable and general ledger related functionality.
 - 2.4 "Block of Dollars" is defined as a predetermined, prepaid monthly fee that can utilized against pools of shared resources with different skillsets and hourly rates and residing in different geographies. The services provided for these dollars are tracked and measured using the SCI Service Desk and consumed by the minute.
3. Primary Services to Be Provided: SCI understands that the Client's PeopleSoft applications are self-hosted on a Oracle / Unix Server Platform. SCI will provide remote support services at the client's request and direction for its PeopleSoft FIN v9.2 application which may include:
 - 3.1 PeopleSoft object management:
 - 3.1.1 Application code migrations;

- 3.1.2 Maintenance Release Project/Code/Data Mover/File System migration to PRD environments using PeopleSoft Application Developer.
- 3.2 PHO are Monday through Friday between 8:00am CT and 6:00pm CT for the US. SCI will respond during PHO and provide issue resolution based upon issue priority as assigned at the point of ticket entry. Should support outside PHO be required, it will be scheduled and agreed upon in advance.
- 3.3 The Client may contact SCI for support using two different mechanisms: By having an SCI consultant enter a Service Desk ticket directly into our web based Issue Tracking system at <https://servicedesk.Sierra-Cedar.com>, or by calling the Support Group toll free at (888) 268-0715.
- 3.4 A named Service Delivery Manager will serve as a communication link for contracts, service level feedback, performance measures, feedback and additional service needs.
- 3.5 For the Block of Dollars support, Client will provide advance notice to SCI personnel, where reasonable, for response and resolution on project or initiative based support requirements.
- 3.6 SCI will take commercially reasonable steps to keep SCI consultant devices connected to the Client's network secure and free from known threats and malware: those steps shall be (a) using a supported operating system fully current with available security patches, (b) using current anti-virus program, signatures and devices and (c) using a hardware or software device to isolate the platforms from any publicly accessible network. No copies of Client's PeopleSoft database are expected to be hosted in the SCI Data Center. Client retains all right, title, and interest in and to the Client Information. SCI will use Client Information only in accordance with this Agreement.
- 3.7 The terms of the Statement of Work (SOW) for DBITS #701-15-009, Maintenance, Support and Enhancement of Oracle (PeopleSoft) Financial Application and Custom Developed Modules; Contractor's proposal in response to SOW#701-15-009; Contractor's Best and Final Offer dated November 3, 2014 and any proposal by Contractor or Request for Proposal by Client that are incorporated into the Agreement shall not apply to the services being provided to this Contract Amendment.

4. **Client Responsibilities:**

- 4.1 Client will maintain responsibility for day-to-day management of the PeopleSoft applications and underlying infrastructure, accessing support from SCI for services as needs arise.
- 4.2 Client will maintain underlying operating system and infrastructure support and related disaster recovery infrastructure.
- 4.3 Client will maintain responsibility for final testing and approval of all application updates to its PeopleSoft production systems and general application infrastructure management for all work completed by SCI at the request of the Client.
- 4.4 Client's internal PeopleSoft application support personnel or Client's designated agent will be responsible for escalating application issues to SCI for analysis and resolution.
- 4.5 Client personnel or Client's designated agent will maintain responsibility for PeopleSoft Security Administration.
- 4.6 Client will maintain responsibility for Database, Application, and Web Server Equipment and Operating Systems.
- 4.7 Provisioning and maintaining the equipment is the responsibility of the Client.
- 4.8 All SCI services provided under this Contract Amendment are contingent on Client maintaining a current ASLMA, OLSA or equivalent and upon Client's assurance, which shall be deemed provided by Client's signature on this Contract Amendment, that Client is not bound to any Oracle/PeopleSoft support obligation which has not been satisfied. If Client's license expires or is discontinued, Client shall notify SCI promptly but in no case longer than thirty (30) days thereafter so that the services and pricing can be modified as needed to comply with Oracle/PeopleSoft licensing and access restrictions.
- 4.9 The Client acknowledges that Sierra-Cedar offers the Services only on the condition that the Client has a valid Oracle support and maintenance contract for the Software. The Client

agrees to notify Sierra-Cedar prior to any termination of its Oracle support and maintenance contract, as the services and pricing would need to be modified to comply with Oracle/PeopleSoft licensing and access restrictions.

4.9.1 If Client terminates its Oracle support and maintenance contract, Sierra-Cedar will continue to provide support services on a commercially reasonable basis, provided Client acknowledges that the scope of such support may be limited or modified so as to comply with applicable Oracle/PeopleSoft licensing and access restrictions.

4.10 SCI agrees to abide by the same obligations of non-disclosure to which Client is bound under Client's ASLMA, OLSA or equivalent. Client agrees to provide SCI with a copy of any portion of its ASLMA or OLSA containing non-standard nondisclosure provisions.

4.11 SCI and Client agree that SCI is being engaged as an authorized contractor and / or outsourcer as permitted by Client's license agreement with Oracle, and that SCI is therefore responsible for compliance with all aspects of that agreement, including restrictions from: (a) removing or modifying Oracle program markings; (b) reverse engineering, disassembly or decompilation; or (c) utilizing any program or code updates to which the Client is not entitled.

4.12 Client will provide a VPN connection and full remote developer access (via Terminal Server) to Client's Sandbox, Demo, Development, Test, and Production environments. This access is exclusively for providing services and will not be used by SCI for any other purpose.

4.13 Client shall provide VPN access to SCI that includes the following minimum software requirements:

4.13.1 PeopleSoft 2/3 tier client software and connectivity to environments

4.13.2 Microsoft Word and Microsoft Excel application versions compatible with the PeopleSoft application version to be supported by SCI

4.13.3 WSFTP file transfer protocol (FTP) software, or a comparable secure FTP client

4.13.4 SQL level access to the application databases

4.13.5 Remote access to servers for PeopleSoft application

4.14 Network and Client Equipment. Provisioning, security, support, and maintenance of the Client's Local Area Network and all network equipment, network connections, printers, computing devices, and all software and other hardware operating on such equipment are the responsibility of the Client. Client is also responsible for correctly configuring and maintaining the desktop environment used by the Client to access systems supported by SCI. This includes the Client network router and firewall, which must also be in place and properly configured to allow data to flow between the Client system and SCI resources in a secure manner.

5. **Consent to Use of Remote Resources:** - Client expressly consents to the performance of services under this Contract Amendment by SCI employees who will be working from a location outside of SCI facilities (i.e. their places of residence).

6. **Fee Structure:**

6.1 This section specifies the fees and payment terms for the following PeopleSoft application support services:

6.1.1 Initial Transition Setup and On-going Remote PeopleSoft FIN support services described in Section 3. Service Desk Support for the contracted services as described in Section 3.

6.2 One-time Fee for the \$25,000 Block of Dollars.

REMOTE SUPPORT SERVICE	ONE - TIME FEE
Remote PeopleSoft FIN support services support as described in section 3	\$25,000

- 6.3 SCI will perform initial Transition Setup and the Remote PeopleSoft FIN support services support described in section 3 upon request of Client on a Block of Dollars pricing model described in section 6.5.
- 6.4 Client has selected a Block of Dollars of \$25,000 for the Remote PeopleSoft FIN support services described in Section 3. Consumption of hours against the block will be calculated based on the hourly rates contained in the rate card below. Client has requested that no overages be allowed beyond the \$25,000, therefore, any request that would result in an overage beyond the prepaid \$25,000 dollars available requires that a mutually-acceptable Change Order be executed by both SCI and Client prior to being serviced.

BLOCK OF DOLLARS	US PEOPLESOFT FIN SUPPORT SERVICES REMOTE HOURLY RATE
\$25,000	\$125

- 6.4.1 Prepaid dollars may be used within the mutually agreed upon Contract Amendment dates of April 1, 2016 through August 31, 2016. Note: Support requests in excess of 50% of the \$25,000 total Block of Dollars in this Contract Amendment may be subject to staffing restrictions when within sixty (60) days of the Contract Amendment end date

On August 31, 2016, all current dollars that remain unused will be forfeited and will not rollover into the next Contract Amendment agreement period.

6.5 Payment of Fees

- 6.5.1 The parties agree that, notwithstanding contrary language in Section WW – Payment of TEA Contract General Provisions, (1) payment for the services being provided pursuant to this Contract Amendment shall be made in advance of the services being provided; (2) no retainage will be withheld from any invoices for the services being provided pursuant to this Contract Amendment; and (3) Section WW(1) of TEA Contract General Provisions is inapplicable to the services being provided pursuant to this Contract Amendment.
- 6.5.2 Services will be performed at the rates outlined in section 6.4 for the \$25,000 Block of Dollars amount from the Contract Amendment Effective Date until the Contract Amendment end date of August 31, 2016. Client agrees to pay the \$25,000 Block of Dollars upon Client's execution of the Contract Amendment.
- 6.5.3 All invoices are due and payable in full within thirty (30) calendar days of Client's electronic receipt of the complete and correct invoice.
- 6.5.4 Upon Client signing of this Contract Amendment, SCI will begin work with Client to establish the required connectivity. A signed Contract Amendment is required to commence SCI application support services.
- 6.5.5 Sierra-Cedar does not accept payment by credit card or purchasing card.

ARTICLE IV. PAYMENT UNDER CONTRACT

Contract Amount FY16 -17:	\$ 792,191.00
Amendment Amount FY16:	\$ 25,000.00
Contract Total:	\$ 817,191.00

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://fmxcpa.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.

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: GM Public Sector

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 22nd day of April 2016 (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



Shirley Beaulieu/ Mike Morath
Commissioner of Education

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 10, 1014

- 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.