

**STATE OF TEXAS
PURCHASE ORDER**

1. Agency Name & No. TEXAS STATE LIBRARY & ARCHIVES COMMISSION 306 Tax Exempt agency of the Texas State Government	4. Purchase Order No. 306-16-8202	12. HUB: AS/M	13. Order Type: Service
	5. PCC	14. Vendor Identification No: ██████████	
2. Agency Billing Address **ACCOUNTING DEPARTMENT** Texas State Library & Archives Commission PO Box 12516 Austin, TX 78711-2516 Email invoices to: AP@tsl.texas.gov Phone: (512) 463-5473; Fax: (512) 475-0185	6. Current Document No.	15. Vendor Address: Ambonare Incorporated 11044 Research Blvd, Suite D-150 Austin, TX 787595623	
	7. Document (order) amt \$18,700.00	16. Vendor Contact Info: Samuel Chen, President Phone: (512) 965-8445 Fax: Email: samuel.chen@ambonare.com	
	8. REF DOC	9. Service Period or Expected Delivery Date: 1/12/2016 - 5/15/2016	
3. Destination of goods or service FOB Destination Receiving Dock, Room G-007 Texas State Library & Archives Commission 1201 Brazos Street Austin, TX 78701	10. Agency Contact: Pam Rodriguez Email: prodriquez@tsl.texas.gov		Phone: (512) 463-3037 Fax: (512) 475-3393
	11. TSLAC Project Contact: Henry Stokes Email: hstokes@tsl.texas.gov		Phone: (512) 463-6624
	*VENDOR MUST REFERENCE PURCHASE ORDER NUMBER ON ALL INVOICES OR INVOICE WILL BE RETURNED TO VENDOR. THIS PURCHASE HAS BEEN DETERMINED TO BE THE "BEST VALUE."		

17. Description

TSLAC Network Speed Test Project with the Three Month Option. DIR Contract # DIR- TSO-2592. Please see attached quote for details.

Renewal options are included in the SOW. Please refer to signed SOW for more details. Dates have been adjusted with Vendor and End User approval.

TSLAC Terms & Conditions are those associated with DIR contract # DIR-SDD-2592. LSTA Terms & Conditions and Invoicing Instructions are included with the SOW.

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
001	24312	16	7275	7221	\$18,700.00	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
1.	Initial Customization and Development (One Time Effort)	920-37	1	Lot(s)	\$14,700.00	\$14,700.00
2.	Annual License of Ookla Software	209-54	1	Lot(s)	\$2,200.00	\$2,200.00
3.	Maintenance and Support for Feb 15, 2016 - May 15, 2016	920-45	3	Month(s)	\$600.00	\$1,800.00

Grant Number: LS-00-15-0044-15 – FFY 2015 | CFDA: 45.310 – Grants to States | Institute of Museum and Library Services

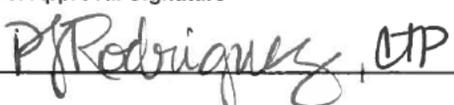
Grand Total \$18,700.00

26. Legal Cites: TPASS Delegated Purchases as defined by TAC Title 34, Part 1, Chapter 20, Subchapter C, Rule §20.41

27. Division Tracking Number: LDN 16-109

Per Texas Tax Code 151.309, the Texas State Library and Archives Commission is a tax-exempt agency.
If you need further proof of this, please contact the Agency Contact in box #10.

Confirmation of receipt is required, please sign box #29 and return signed PO via email: purchasing@tsl.texas.gov or fax: (512) 475-3393.

28. Approval Signature 	Date 1/12/2016	29. Vendor Signature	Date
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STATEMENT OF WORK (SOW)

TSLAC Network Speed Test Project

DIR-TSO-2592



January 7, 2016

1. Introduction

The purpose of this Statement Of Work (SOW) is to define the services and deliverables that will be provided by Ambonare (Vendor) to the Texas State Library and Archives Commissions (TSLAC) for the TSLAC Network Speed Test Project under Contract DIR-TSO-2592.

TSLAC Project Manager: Henry Stokes, Library Technology Consultant

Ambonare Project Manager: Samuel Chen, President

2. Background

The purpose of this project is to provide a network speed test webpage that allows libraries throughout the state of Texas to test their network speed and have that data recorded and stored. This data will be stored within the Azure cloud system and shared with the TSLAC staff. This data will be used to determine which Texas libraries would benefit from increased network speed capacity based on the data that is received from the network speed test.

3. Scope

The Project's Scope Of Work includes initial customization and development, configuration to the Azure cloud server with Ookla server software, client software and MySQL database; branding the client software interface; developing the web interface to store test data and two custom fields (the library's region and branch name) into the MySQL database; developing the web interface to report test data and allow TSLAC to export and download test data; configuration backup for the test data. This Scope Of Work was requested by the Library Development and Networking division.

Vendor will provide the services described in their Project quote dated December 15, 2015 (Attachment A). The Project will begin upon execution of a completed agreement and completed Project will be delivered no later than February 12, 2016. The maintenance and support period for this Project will be February 15, 2016 through May 15, 2016.

This SOW also provides an option for TSLAC to renew the Project for additional service periods, which will expire in four (4) years on May 15, 2020. This renewal option will include maintenance, support, and the annual license as it applies.

4. Deliverables

This is a single phase, deliverables-based project. All deliverables are defined in the Vendor's quote dated on December 15, 2015 and require formal review and written acceptance by TSLAC. Dates have been modified to accommodate the current timeframe.

4.1 General Provisions

- All written deliverables shall be phrased in terms and language that can be understood by non-technical personnel (e.g., laypersons without subject matter expertise).
- All data deliverables shall be in electronic formats specified by TSLAC. At a minimum, the formats shall be in industry-accepted standards (e.g., CSV; Microsoft Excel).

- All deliverables shall have acceptance criteria established and a time period for testing or acceptance.
- The Vendor shall submit each deliverable on or before its due date. Any changes to the delivery date must have prior approval (in writing) by TSLAC. If the deliverable cannot be provided within the scheduled time frame, the vendor shall contact the TSLAC Project Manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule shall include the impact on related tasks and the overall project.
- Maintenance and support: Ambonare will update, maintain and patch all software applications, including customizations, used under this SOW to maintain the Azure instance for this Project. Ambonare will also maintain the application purchased under this SOW, and will maintain any software needed to renew the service in subsequent years.
- TSLAC will complete a review of each submitted deliverable within 5 working days from the date of receipt. Written acceptance or rejection of a deliverable shall be accompanied by a statement of known defects in the deliverable. If a deliverable is rejected, the Vendor shall correct and resubmit it within 5 working days. TSLAC will then have 2 business days to verify that the requested changes to the deliverable were completed.

4.2 Deliverable Milestones

Progress on the Project will be measured by a series of major milestones, each with associated deliverables. Major milestone will be considered to have been achieved when all of the associated deliverables have been formally accepted by TSLAC. The following list of deliverable milestones are not intended to describe all of the work that the Vendor will need to perform to successfully complete the Project, only those work products that will require formal acceptance.

No.	Deliverable	Estimated Date(s)
1	Initial Customization and Development	Completed by February 12, 2016
2	Annual License of Ookla Software	January 12, 2016
3	Implementation of the Network Speed Test webpage	February 15, 2016 – May 15, 2016

Ambonare will schedule physical and personnel resources after the execution of this agreement.

5. Reports and Meetings

The Vendor will submit weekly status reports that capture relevant details related to work progress and identify any issues that require TSLAC action. The status report will also include budget and schedule tracking information. Vendor and TSLAC will conduct weekly project status meetings to review the status report, address any issues or activities that require attention, ensure that measurable progress has been achieved and that standard practices are being adhered to. Status meetings may be conducted in person, or via telephone.

Upon completion of the Project, Ambonare will provide a project closeout report. This document will indicate final project status including evidence of meeting acceptance criteria, outstanding issues, final budget and schedule outcomes and lessons learned.

Vendor will provide timely reports in the event of outages or technical issues that affect the availability and accuracy of this project to the TSLAC Project Manager with the estimated time frame(s) involved to correct the issue(s).

6. Quality Control

Relevant, industry-standard quality processes will be employed including change management, acceptance, risk, and issue management. The Vendor is responsible for management of quality processes which ensure the successful completion of the deliverables. The Vendor will submit the deliverables to the TSLAC Project Manager who will work with the TSLAC Project Team to evaluate the overall quality and completeness of the deliverable. Subsequent review by technical resources and program staff will determine if the deliverable meets quality standards related to technical accuracy and business criteria. The Vendor will be given the opportunity to revise the deliverable to include properly vetted recommendations. If disagreement exists regarding scope and quality, the Vendor and relevant stakeholders will meet to review the issues and determine course of action.

7. Period of Performance

Vendor will begin work on or after January 12, 2016, and deliver the completed, functioning system no later than February 12, 2016. Support and Maintenance will be provided during the period of February 15, 2016 – May 15, 2016.

Renewal options are available for use of the customized and developed network speed test webpage. This option will be available on an as-needed basis in the event that TSLAC requires more information from libraries. TSLAC will contact Ambonare if this option is needed.

8. Invoices

The vendor shall provide TSLAC with a comprehensive and detailed invoice with reference to the basis for each item charged. Original documentation that validates the charges shall be attached to the invoice. The original invoice shall be sent to AP@tsl.texas.gov unless otherwise shown on the purchase order.

9. Customer/Vendor-Furnished Equipment and Work Space

All system development activities will be performed at the Vendor's site and on the Vendor's development environment. TSLAC will not provide workspace or equipment for the vendor. All in-person meetings between TSLAC and vendor staff will be conducted at TSLAC facilities.

10. Additional Customer Terms and Conditions

The SOW incorporates the terms and conditions of the following documents:

- Contract for Services DIR-TSO-2592
- LSTA Terms and Conditions (Attachment B)

11. Change Management

The Vendor will notify the TSLAC Project Manager immediately if there are any material changes in scope, schedule, or budget. Conversely, the TSLAC Project Manager will notify the Vendor immediately of any changes in the scope or deliverable timeline.

Under this process, either TSLAC or the Vendor may initiate a change request when a change or event has occurs that may impact the scope, schedule or cost of the project. The Vendor will prepare formal documentation that includes description of the change with estimated implementation effort and impact to schedule and budget. TSLAC can choose to approve or deny the change request. The Vendor will proceed with work related to the change request the TSLAC has issued formal approval and amendment to the Purchase Order.

12. Pricing

The table below describes the payments that will be made to the Vendor for successfully delivering each payment deliverable.

No.	Deliverable	Due Amount	Estimated Date(s)
1	Initial Customization and Development	\$14,700.00 /initial cost	Completed by February 12, 2016
2	Annual License of Ookla Software*	\$2,200.00/year	January 12, 2016
3	Monthly Maintenance and Support of implementation of the Network Speed Test webpage*	\$600.00/month	February 15, 2016 – May 15, 2016
	TOTAL	\$18,700.00	
<i>Renewal Options (expires May 15, 2020)</i>			
4	Turn On and Shutdown Services for the Network Test Speed Project	\$1,600.00/instance	Dates to be determined by TSLAC
*Fees applied accordingly during the service year			

13. Approvals and Signatures

The parties execute this Statement of Work pursuant to DIR Contract No. DIR-TSO-2592.

Chief Operations and Fiscal Officer		
Donna Osborne	dosborne@tsl.texas.gov	512-463-5440
Signature		Date: 1/7/16
Program Sponsor		
Deborah Littrell	dlittrell@tsl.texas.gov	512-463-5456
Signature		Date: 1/7/16
Technology Sponsor		
Manuel Alvarez	malvarez@tsl.texas.gov	512-463-5481
Signature		Date: 1-8-16
Ambonare Systems		
Samuel Chen	samuel.chen@ambonare.com	512-965-8445
Signature		Date: 01/13/2016

**Attachment A
Ambonare Quote**



PROJECT QUOTE

11044 Research Blvd.
Suite D-150
Austin, TX 78759
Contact: Samuel Chen
Phone: (512)965-8445
Email: samuel.chen@ambonare.com

Quote Date: 12/15/2015
DIR Contract: DIR-TSO-2592

TSLAC Network Speed Test Project - Annual Option

Items	Quantity	Unit Price	Extended Price
Initial Customization and Development (One Time Effort). Scope includes: 1. Configure cloud server with Ookla server software, client software, and MySQL database; 2. Brand the client software interface; 3. Develop the web interface to store test data and two custom fields (the library's region and branch name) into MySQL database; 4. Develop the web interface to report test data and allow to export and download test data; 5. Configure backup for the test data.	1	\$14,700.00	\$14,700.00
Annual License of Ookla Software	1	\$2,200.00	\$2,200.00
Annual Maintenance and Support	12	\$600.00	\$7,200.00
		Total	\$24,100.00

TSLAC Network Speed Test Project - Three-Month Option

Items	Quantity	Unit Price	Extended Price
One Time Fee			
Initial Customization and Development (One Time Effort). Scope includes: 1. Configure cloud server with Ookla server software, client software, and MySQL database; 2. Brand the client software interface; 3. Develop the web interface to store test data and two custom fields (the library's region and branch name) into MySQL database; 4. Develop the web interface to report test data and allow to export and download test data; 5. Configure backup for the test data.	1	\$14,700.00	\$14,700.00
Annual Costs			
Annual License of Ookla Software	1	\$2,200.00	\$2,200.00
Maintenance and Support for Feb. 1st - Apr. 30th	3	\$600.00	\$1,800.00
Annually Turn On and Shutdown Services	1	\$1,600.00	\$1,600.00
		Total	\$20,300.00

Attachment B

Texas State Library and Archives Commission Library Services and Technology Act (LSTA) – Terms & Conditions

I. GENERAL TERMS AND CONDITIONS

- A. The Vendor will comply with the following parts of the Texas Comptroller of Public Accounts UGMS revised June 2004, located at:
<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>
- B. The Vendor will comply with Grant Reform 2 CFR Parts §200 and §3187.
- C. *Vendor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, religion or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Offense and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.*
- D. The Vendor, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Vendor and its employees may not
1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- E. The Vendor certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Vendor shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in

Texas State Library and Archives Commission
Library Services and Technology Act (LSTA) – Terms & Conditions

accordance with its instructions. The Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all Vendors shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.

- F. *Vendor's authorized representative certifies to the best of his or her knowledge and belief that neither Vendor nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR Part §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800 (a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. .Where the Vendor is unable to certify to any of the statements in this certification, the Vendor shall attach an explanation to these Terms and Conditions.*
- G. Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by Sub-Contractors through Vendor, and the requirement to cooperate, is included in any sub-grant awarded.
- H. The Vendor agrees to main all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three year after the last State Program Report for the Texas LSTA 5-Year Plan 2013-2017, is submitted on December 31, 2018. The Contractor will maintain their records through December 31, 2021.
- I. The Vendor agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and or, (3) any other issues identified in Vendor's internal audit report or grant activities. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Vendor. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- J. Vendor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Vendor understands that the federal awarding agency, IMLS, reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use; and to authorize others to use, for Federal purposes (2 CFR §200.315).
- K. Vendor will, with guidance from the TSLAC, properly acknowledge the federal awarding agency, IMLS, on TSLAC branded subscribed resources and materials.

II. ENFORCEMENT

- A. Remedies for noncompliance. If Vendor materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Vendor, or more severe enforcement action by TSLAC;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current contract for the Vendor's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Vendor an opportunity for such hearing, appeal, or other administrative proceeding to which the Vendor is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Vendor resulting from obligations incurred by the Vendor during a suspension or after termination of an award are not allowable unless TSLAC expressly authorized in the notice of suspension or termination, or subsequently. Other Vendor costs during suspension or after termination that are necessary, and not reasonably avoidable, are allowable if:
1. The costs resulting from obligations that were properly incurred by the Vendor before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 2. The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. **The enforcement remedies identified in this section, including suspension and termination, do not preclude Vendor from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.**