

**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. 306-16-8267	12. HUB: N/A	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: Catapult Systems, Inc. 1221 S. MoPac Exwy, Suite 350 Austin, TX 78746	
	7. Document (order) amt \$24,680.00	16. Vendor Contact Info: Michael Kennedy Phone: (512) 605-3912 Fax: (512) 917-9707 Email: michael.kennedy@catapultsystem.com	
3. Destination of goods or service FOB Destination Receiving Hours: 7:30 AM - 4:00 PM Receiving Dock, Room G-007 Texas State Library & Archives Commission 1201 Brazos Street Austin, TX 78701	8. REF DOC	10. Agency Contact: Pam Rodriguez Phone: (512) 463-3037 Email: prodriguez@tsl.texas.gov Fax: (512) 475-3393	
	9. Service Period or Expected Delivery Date: 4/8/2016 - 8/31/2016	11. TSLAC Project Contact: Erica McCormick Phone: (512) 463-5527 Email: emccormick@tsl.texas.gov	
	*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

Ongoing Support and Maintenance for the Grants Management System being developed from Contract # 306-15-8787 and under DIR Contract # DIR-SDD-2039. This support and maintenance will cover the software and flex services. Statement of Work has been developed under 306-16-8267. Flex services include to administer, fix and enhance system. **Support and Maintenance agreement with be renewed on an annual basis.**

Terms & Conditions of this order are in accordance with those contained in DIR-SDD-2039. LSTA Terms & Conditions are included in the statement of work. Invoicing Instructions have been attached this Purchase Order. Vendor is not to exceed the total amount listed on the SOW or PO without prior approval and amendment to this PO by the TSLAC Purchasing Department.

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
001	24112	16	7275	7056	\$24,680.00	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
1.	Ongoing Maintenance and support for the Grants Management System software. At the rate of \$5,800/month with 40 hrs per month	920-45	3	Month(s)	\$5,800.00	\$17,400.00
2.	Ongoing Maintenance and support for the Grants Management System software. At the rate of \$2,900 per month with 20 hrs per month.	920-45	2	Month(s)	\$2,900.00	\$5,800.00
3.	Beyond Flex Monthly Subscription (over flex) at the rate of \$185.00 per hour	209-68	8	Hour(s)	\$185.00	\$1,480.00

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

INVOICE TO FOLLOW

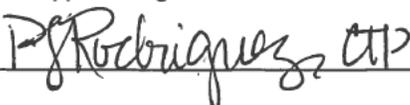
Grand Total \$24,680.00

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 16-107

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 4/6/2016	29. Vendor Signature 	Date
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STATEMENT OF WORK (SOW)

Maintenance and Support Agreement for TSLAC Grant Management System

DIR-SDD-2039

306-16-8267



April 6, 2016

1. Introduction

The purpose of this engagement is to provide application support and maintenance, including ongoing enhancements, for a customized Cloud Hosted Grants Management System (GMS) based on Microsoft CRM Online leveraging the Microsoft Grants Manager Plus template. The solution will provide tailored interfaces for the back office administration by TSLAC employees of the Grants, Grantees and Grant Review Panel Members. Additionally, Grantees and Grant Review Panel Members will use a web-based interface completely integrated into the GMS. The application support and maintenance phase may be renewed annually.

TSLAC Project Contact: Erica McCormick, P: (512) 463-5527
Grants Administrator E: emccormick@tsl.texas.gov

Catapult Project Contact: Michael Kennedy, P: (512) 605-3912
Director of Public E: Michael.Kennedy@catapultsystems.com
Sector Cloud Strategy

2. Background

The Texas State Library & Archives Commission (TSLAC) has an existing Grants Management System (GMS) that was developed in-house over a number of years by agency staff. The existing systems no longer meets the agency's needs, so Catapult, under a separate agreement, will provide a turn-key Microsoft CRM Online GMS based on the Microsoft Dynamics CRM Platform. Catapult will also provide assistance in engineering an optimized grants management process.

The GMS will provide TSLAC staff the ability to track and manage the entire competitive and non-competitive grant process, from application submission and review to compliance, payment, and grant closeout. The GMS will have an external portal based on CRM Peak allowing prospective Grantees the ability to apply for TSLAC funding opportunities and manage any funding awards. The GMS will provide an internal interface native to Microsoft CRM Online to allow the Grant Review Panel Members the ability to review, score, and recommend applications for funding.

3. Scope

3.1. Project-Based Services

3.1.1 Scope of work

The Consultant Managed Services team at Catapult is responsible for Application Maintenance and Support for the newly developed and implemented GMS. This includes the following work items:

1. Knowledge transfer from Consultant Professional Services team to Managed Services team
2. Kickoff of Application Support and Maintenance phase
3. Coordinate with TSLAC to define ongoing operational processes
4. Initial review of open requests and requirements

5. Consultant will respond to technology requests within published service level agreements
6. Consultant will complete requests in a timely manner, including CRM Peak support requests
7. Consultant will provide both weekly and monthly status reporting to TSLAC
8. Consultant will confirm requests are completed to TSLAC’s satisfaction before closing them

3.1.2 Project risks, assumptions and constraints

The overall scope and related work estimates for this engagement were developed based on the following assumptions. Material changes to these assumptions may impact the estimated effort, schedule and fees associated with completing the work.

- TSLAC is responsible for performing first level of support, as Consultant is not structured to perform basic helpdesk functions or to accept direct calls from end-users.
- TSLAC is responsible to maintain network connectivity to the internet - such as load balancers, firewalls, routers, and switches, to ensure access to the system.

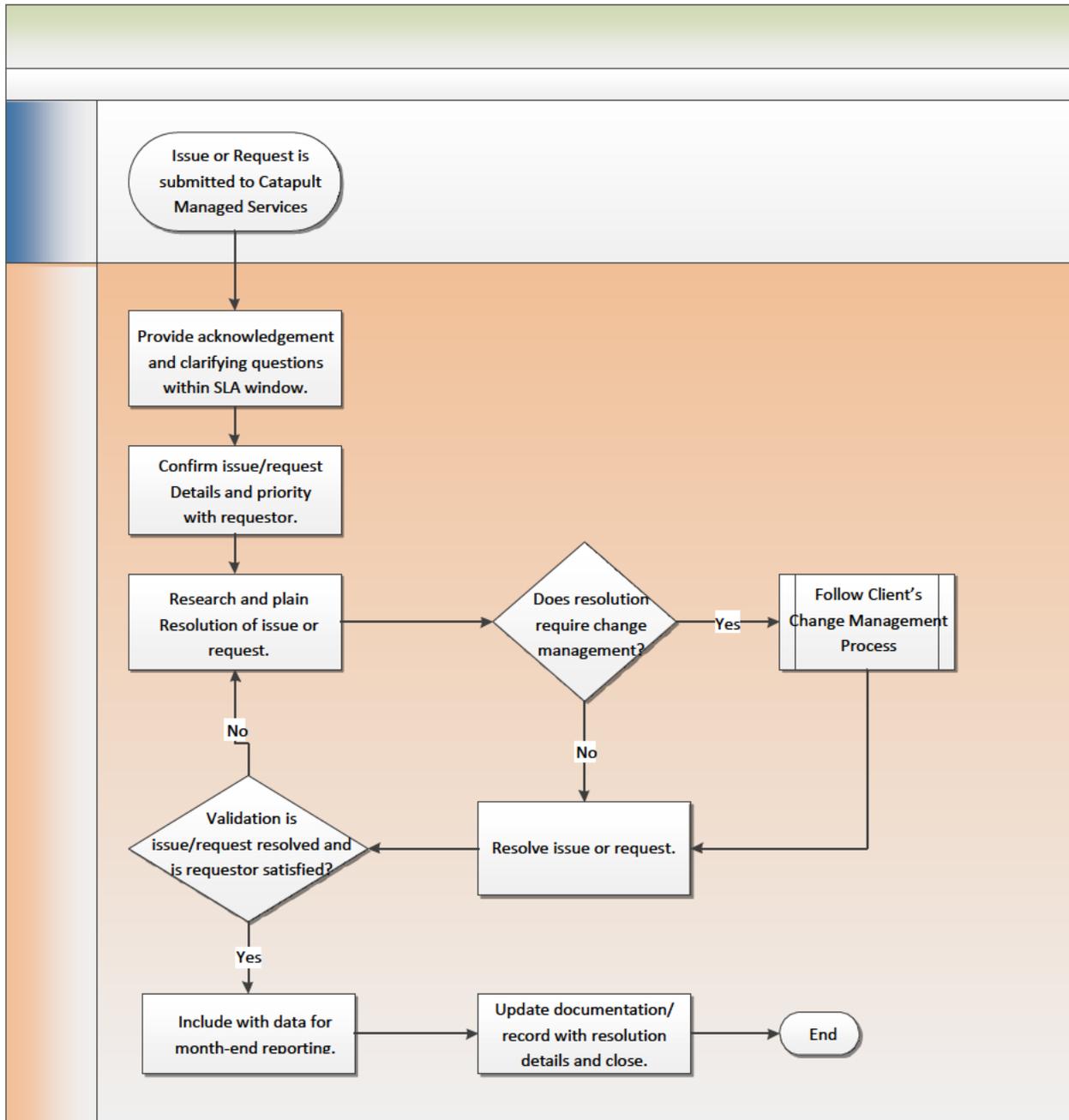
3.2. Roles and Responsibilities

Role	Responsibilities
Technical Lead (Senior-Level Consultant)	<ul style="list-style-type: none"> • Primary responsibility for resolution of issues • Responsible for leading weekly status meeting • First point of contact for client issues
Additional Consultants	<ul style="list-style-type: none"> • Assists with issue resolution • Provide backup support to Technical Lead
Delivery Manager	<ul style="list-style-type: none"> • Dedicated delivery manager for operational engagements at a particular client • Primary accountability for quality of delivery, communication and issue resolution • Management oversight for status reporting and budget

3.3. Detailed description of deliverables

#	Deliverable	Description
1	Knowledge Transfer	Comprehensive knowledge transfer from Professional Services project team to Managed Services team
2	Kickoff Agenda	Details operational processes for communication and escalation
3	Weekly Status Report	Status of budget and active requests, and prioritized list of work items to be completed the following week.
4	Monthly Summary Report	Report that includes budget variance, SLA measurements, summary of work completed the prior month, any risks or roadblocks, and prioritized list of work items to be completed the
5	Closure Request	When an issue or request is completed, Consultant will request permission from TSLAC, via email, to close the request.

The flowchart below summarizes the work activities and responsibilities.



3.5. Quality Management

The Consultant team will monitor and address Quality issues by:

- Gathering TSLAC feedback during weekly sync and month end review meetings.
- Publishing an escalation path.
- Modifying processes, as needed or requested, to continuously improve quality.

3.6. Change Management

Either Consultant or Client may initiate a Change Request when some change or event has occurred that may impact the scope of the engagement. Consultant will prepare formal documentation that includes description of the change with impact to budget. Client can choose to approve or deny the change request. Consultant will not proceed with work related to the change request until Client has issued formal approval.

Some examples of events that can cause a Change Request include the following:

- *Change in Technical Scope* – Client decides to include new functionality or capabilities not identified in the initial scope and related work estimates.
- *Change in Scope of Work* – Client requests Consultant perform work outside of the activities or produce deliverables not originally assigned to the Consultant team.
- *Change in Approach* – Material changes in the work approach due to circumstances outside the control of the engagement team (some examples include: Client team members not available as planned, delays in Client tasks or responsibilities, equipment not available as planned).

4. Deliverables

4.1. Delivery Schedule

No.	Item
1	Knowledge Transfer – within 2 weeks of project completion on April 7, 2016
2	Kickoff – Consultant will schedule this within 1 weeks of project completion
3	Weekly Status Report – Provided weekly after contract begins
4	Monthly Status Report – Provided within the first 5 business days of each month to reflect work done in the previous month
5	Closure Requests – Email submission each time an issue has been completed

4.2 Deliverable Acceptance

The Consultant and Client team will jointly confirm an issue or request has been completed and can be closed.

5. Reports and Meetings

The Consultant team will prepare a weekly status report that captures relevant details related to work progress and any issues that require management attention. The status report will also include budget information. The Consultant team will conduct a weekly status meeting with the Client team to review the status report and address any issues or activities that require attention.

6. Period of Performance

The agreement for Application Support and Maintenance will begin upon completion of the project as outlined in the GMS project SOW [DIR-SDD-2039] on or before April 8, 2016, and end on August 31, 2016. The agreement may be renewed for additional one-year terms, not to exceed a total of four one-year renewals.

7. Invoices

Catapult will submit invoices according to instructions in the issued PO.

8. Additional Customer Terms and Conditions

This SOW is subject to the terms and conditions of the Department of Information Resources Contract DIR-SDD-2039.

- Capitalized terms not defined in this SOW shall have the meaning ascribed to them in the Agreement.
- If federal funds are used to pay for services under this SOW, Catapult agrees to the LSTA terms and conditions as identified in the original project RFP. LSTA Terms and Conditions are attached. (Attachment A)

8.1. Flex Services for Application Support and Maintenance Billing

- Client will be invoiced at the beginning of each month and payment terms are subject to Texas Prompt Payment Act.
- Client will be billed for the first month upon completion of the kickoff meeting.
- Fees will be prorated if the start date of services is short of a full month.
- Flex Services for Application Support and Maintenance can only be consumed in the month for which they are billed and do not accumulate nor roll over month-to-month.
- Subscription for Flex Services can be used for any supported technology according to the rates specified in the SOW and as highlighted in the attached Services Catalog.
- Client can request an increase in the number of Flex Service hours through the use of Change Requests. Signed Change Requests must be received by the 15th of the month in order to take effect by the first day of the following month.
- Flex Services are billed with a minimum billing increment of one-half (1/2) hour.
- At the conclusion of the period of performance specified in this Statement of Work, the contract will end.
- The contract may be renewed at the end of each period of performance for an additional year.
- With sixty (60) days advance notice of a renewal term, Catapult reserves the right to adjust rates.

8.2. Flex Service Level Agreement (SLA)

- Service Level Objective: 100% of tickets will be responded to within the prescribed Response Times, based on the urgency levels below:

Urgency Level	Definition	Response Time
Critical	<ul style="list-style-type: none"> • Immediate turnaround is required • Issues that have a significant financial impact 	1 hour
High	<ul style="list-style-type: none"> • Quick turnaround is required 	2 hours
Medium	<ul style="list-style-type: none"> • Problem affects more than 1 user • Reasonable turnaround time is acceptable 	4 hours
Low	<ul style="list-style-type: none"> • Impact is limited to one user 	8 hours

- The Microsoft Dynamics CRM Online platform is hosted in the Microsoft Office 365 Cloud. For Microsoft Subscription Services, there is no Service Level Agreement (SLA) expressed or implied for the availability of the supported Microsoft Cloud Hosted environment (aka 'up-time') since Catapult does not host the environment. The SLA we provide will be our response time for requests. Resolution time will vary depending on the urgency level referenced above.
- The Microsoft services SLA is the Microsoft SLA and not a Catapult SLA. The latest Microsoft SLA can be found here:
<http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=9447>
- Response Time is the time that it takes Catapult to first respond to Client after a ticket has been received by Catapult.
- Regular Support Hours (RSH) are Monday through Friday, 8 a.m. to 5 p.m. CST, excluding federal public holidays in the United States
- If not specified in the SOW, services provided outside RSH are billed at the After Hours Rates.
- Non-Critical (High, Medium, or Low) requests received outside of RSH will be responded to during RSH.
- Service requests can be submitted by phone, email or dedicated extranet site hosted by Catapult.
- Critical requests outside of RSH should be requested by calling 877-211-7658. Critical requests received outside of RSH will be responded to according to the Response Time shown above.

8.3. Cancellation

- Client shall have the right to terminate this SOW at any time upon thirty (30) days prior written notice

8.4. Service Assumptions

- VPN (as needed) and appropriate level of access to the supported environments will be provided to Catapult by Client.
- Client is responsible for performing first level of support for users of the Grant Management System, as Catapult is not structured to perform basic helpdesk functions or to accept direct calls from end-users.
- Catapult will have access to all necessary Client resources (subject matter experts, documentation, systems, etc.) for the duration of the SOW.
- TSLAC will be responsible for maintaining the user accounts and groups needed for the application.
- Client authorizes Catapult to collect usage statistics and perform analytics on Client’s Solution as a Service usage with the sole purpose of improving the Solution as a Service offering.

9. Pricing

The monthly maintenance cost for the initial period of April 8, 2016, through August 31, 2016, will be \$23,200.00. This includes three months at \$5,800.00 per month with 40 hours per month, plus two months at \$2,900.00 per month with 20 hours per month. Additional hours may be billed under this SOW according to the cost tables outlined below.

The total amount of the Purchase Order under this SOW for the term ending August 31, 2016, shall not exceed \$24,680.00.

Services	Deliverable Name	Price
Months 1- 3	Flex Services (Administer, Fix, Enhance) – Est. 40 hours	\$5,800
April – June, 2016		
Remaining 2 Months July – August, 2016	Flex Services (Administer, Fix, Enhance) – Est. 20 hours	\$2,900

Flex Services are consumed at the following hourly rates:

When requests are made...	For Supported Technologies*
Within Flex Monthly Subscription (Discounted Flex)	\$145/hr
Beyond Flex Monthly Subscription (Over Flex)	\$185/hr
WITHOUT Flex Monthly Subscription (Ad Hoc)	\$205/hr

*Excludes Category II Technologies

Onsite Flex Services will be provided upon customer request and based on availability. Onsite Flex Services will be consumed at a **\$20/hr premium** on the above rates. If travel is required and mutually agreed upon, actual travel costs will be consumed from the monthly subscription or billed separately as needed.

10. Approvals and Signatures

The parties execute this Statement of Work pursuant to DIR Contract No. DIR-SDD-2309.

Chief Operations and Fiscal Officer		
Donna Osborne	dosborne@tsl.texas.gov	512-463-5440
Signature		Date: 4/6/16

Program Sponsor		
Det. Crah Littrell	dlittrell@tsl.texas.gov	512-463-5456
Signature		Date: 4/6/16

Technology Sponsor		
Manuel Alvarez	malvarez@tsl.texas.gov	512-463-5481
Signature		Date: 4/6/16

Purchasing Approval		
Pam Rodriguez, CTP	prodriguez@tsl.texas.gov	512-463-3037
Signature		Date: 4/6/2016

Catapult Systems, Inc.		
Jim Booth	jim.booth@catapultsystems.com	512-605-3912
Signature		Date:

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: www.governor.state.tx.us/files/state-grants/UGMS062004.doc
- Part I. Cost Principles for State and Local Governments and Indian Tribal Governments (2 CFR 225), Cost Principles for Non-Profit Organizations (2 CFR 230), Cost Principles for Educational Institutions (2 CFR 220), or Federal Acquisition Regulation (FAR) 31.2, as applicable.
- Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122)
- Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133)
- B. For grants funded with Federal funds, Vendor will also comply with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (revised 6/97), located at: www.whitehouse.gov/omb/grants/grants_circulars.html.
- C. The Vendor will comply with the IMLS' 45 Code of Federal Regulations, Part 1183, Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (adapted from OMB Circular A-102).
- D. 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-Vendors through Vendor, and the requirement to cooperate, is included in any sub-grant awarded.
- E. The Vendor agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2013-2017, is submitted on December 31, 2018. The Vendor will maintain their records through December 31, 2021.
- F. 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 faxed 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 Vendor by dates established mutually between Grantor and Grantee. Grantor will provide review and guidance to enable final versions to be approved on or before established deadlines.
- G. Vendor understands the federal awarding agency, IMLS, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use; and to authorize others to use, for Federal Government purposes: (a) The copyright of any work developed under the contract and (b) Any rights of copyright to which Vendor purchases ownership with these federal funds (OMB A-102, Subpart C, __36).

II. ENFORCEMENT

- A. Remedies for noncompliance. If a Vendor or Sub-Vendor materially fails to comply with any term of the contract, whether stated in a state 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 Sub-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 or Sub-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 or Sub-Vendor an opportunity for such hearing, appeal, or other administrative proceeding to which the Vendor or Sub-Vendor is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Vendor or Sub-Vendor resulting from obligations incurred by the Vendor or Sub-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 or Sub-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 or Sub-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 or Sub-Vendor from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.**