

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR SERVICES
Catapult Systems, LLC

1 Introduction

1.1 Parties

This contract for deliverables-based information technology services (DBITS) (this “Contract”) is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Catapult Systems, LLC, a Texas domestic limited liability company (hereinafter “Successful Respondent”), with its principal place of business at 1221 South Mopac Expressway, Suite 350, Austin, Texas 78746.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-553, on 06/15/2021, for Deliverables-based Information Technology Services (DBITS) (the “RFO”). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-553 shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

- a) For transactions under this Contract, the order of precedence shall be as follows:
 - i. this Contract;
 - ii. Appendix A, Standard Terms and Conditions;
 - iii. Appendix B, Successful Respondent’s HUB Subcontracting Plan;
 - iv. Appendix C, DBITS Sample Statement of Work;
 - v. Exhibit 1, RFO DIR-CPO-TMP-553, including all Addenda; and
 - vi. Exhibit 2, Successful Respondent’s Response to RFO DIR-CPO-TMP-553, including all Addenda.
- b) Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent governing purchase transactions.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in Appendix A, Standard Terms and Conditions.

2 Term of Contract

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the “Initial Term”), with two (2) optional one-year renewals (each, a “Renewal Term”). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 Option to Extend

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contract following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed four (4) calendar months. Such extension of services shall be subject to the requirements of this Contract, with the sole and limited exception that the term shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to Successful Respondent.

4 Service Offerings

Services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-553 for deliverables-based information technology services. At DIR’s sole discretion, Successful Respondent may incorporate changes or make additions to its service offering, provided that any changes or additions must be within the scope of the RFO. Successful Respondent has been awarded the following Technology Categories:

1. Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP);
2. Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing;
3. IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services; and
4. Project and Program Management.

5 Pricing

Pricing for services under this Contract will be directly negotiated by Customer and Successful Respondent and shall be set forth in the applicable Statement of Work. Pricing shall include the DIR Administrative Fee (as defined below).

6 DIR Administrative Fee

- a) Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the “DIR Administrative Fee”). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.
- b) All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Hershel Becker or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: hershel.becker@dir.texas.gov

If sent to Successful Respondent:

Lindsay Kelling
Catapult Systems, LLC
1221 South Mopac Expressway, Suite 350
Austin, Texas 78746
Phone: (210) 581-9977
Email: Lindsay.kelling@catapultsystems.com

8 Statement of Work

- a) Services provided under this Contract shall be in accordance with the Statement of Work as set forth in **Appendix C** of this Contract. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.
- b) Each Statement of Work for a state agency Customer shall be in accordance with Section 2157.0685, Texas Government Code, and 1 TAC 212, if applicable.

9 Conflicting or Additional Terms

- a) The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, “Additional Agreements”), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer’s responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.
- b) Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer’s solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.
- c) Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

- d) If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

10 Authorized Exceptions to Appendix A, Standard Terms and Conditions

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Catapult Systems, LLC

Authorized By: Signature on file

Name: Christina Boe

Title: Vice President

Date: 12/3/2021

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on file

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 12/14/2021

Office of General Counsel: Initials on file

Date: 12/13/2021