Department of Information Resources

Request for Offer

DIR-CPO-TMP-445

Information Technology Staff Augmentation Contracts (ITSAC) Services

Class	Item
915	96
920	02, 03,04, 05,07, 14, 15, 16, 18, 19, 20,21, 22, 23,24,25, 26, 27,29, 31, 32, 33, 37, 38, 40, 44, 45, 46, 47, 49, 56, 63, 64, 65,75,76,77
924	40
958	82, 23
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Issued: April 16, 2020

Version 1.4

Responses Due: June 11, 2020 02:00 PM (CT)

Table of Contents

1.   Introduction

1.1.   Solicitation Documents

This solicitation is made up of the following documents. Successful Respondent shall be responsible for fulfilling all requirements contained in these documents.

- (i)   Request for Offer (this document)
  - a.   Attachment 1 Standard Contract Terms and Conditions
  - b.   Attachment 2 Contract SAMPLE
  - c.   Attachment 3 Exhibit E ITSAC Not-to-Exceed Rates
  - d.   Attachment 4 Exhibit F ITSAC Titles
  - e.   Attachment 5 Exhibit G Certification of Off-Premise Customer Service
- (ii)   Bid Package 1 Exhibit A Respondent Information
  - a.   Exhibit A Attachment 1: List of Respondent's Canceled Contracts (included in Exhibit A)
- (iii)   Bid Package 1 Exhibit B Respondent Experience
- (iv)   Bid Package 1 Exhibit C Contract Marketing and Support Plan
- (v)   Bid Package 1 Exhibit D HSP Sample Form
- (vi)   Bid Package 2 Reference Form

1.2.   Purpose

(a)   The purpose of this Request for Offer (RFO) is to solicit responses from potential Respondents to provide temporary Information Technology Staff Augmentation Contracts (ITSAC) for personnel to support Customer information technology projects, acting by and through the Department of Information Resources (DIR).

(b)   With the issuance of this RFO, DIR is seeking to achieve the following:

- (i)   Provide opportunities for broad Respondent participation;
- (ii)   Stimulate competition;
- (iii)   Ensure quality and consistency of services for Customers through the establishment of estimated market rates, category descriptions, and associated high-level title and level descriptions;
- (iv)   Expand offerings to include an internship level for each category to provide Institutes of Higher Education and eligible job placement programs an avenue to assist placement of interns;
- (v)   Provide the flexibility to allow for competition for highly skilled, sought after, and specialized personnel;
- (vi)   Support the utilization of Historically Underutilized Businesses (HUBs) and small businesses; and
- (vii)   Provide flexibility in awarded Contracts by allowing for the creation of additional

categories based on market changes.

(c)   As a result of this RFO, DIR expects to receive and evaluate Responses and select one (1) or more qualified Respondents with whom to enter into negotiations. Section [4 Evaluation, Negotiations, and Award](#) of this RFO contains more information regarding evaluation and Respondent selection process. DIR reserves the right to make a single award or multiple awards from this RFO. All contract(s) awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.

(d)   For administrative efficiency for DIR and its Customers, DIR reasonably anticipates that it will award a finite number of Contracts as determined by the competitive breaks created through evaluation of Responses.

1.3.   Background

1.3.1   Information Technology Acquisition

(a)   Through its Cooperative Contracts Program, DIR assists state agencies and local governments (Customers) with cost-effective acquisition of their information resources by negotiating, managing, and administering contracts with information technology providers. Customers include any Texas state agency, unit of local government, or institution of higher education as defined in Texas Government Code, Section 2054.003; the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, or a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district; those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Texas Government Code, Chapter 771; any local government as authorized through Texas Government Code, Chapter 791; the Interlocal Cooperation Act; the state agencies and political subdivisions of other states as authorized by Texas Government Code, Section 2054.0565; and for non-telecommunications IT Commodity products and services, "assistance organizations" defined in Texas Government Code, Section 2175.001.

(b)   DIR combines the buying power of authorized Customers to obtain volume-discounted pricing for selected technology products and services. In addition to offering volume-discounted pricing, DIR created the Cooperative Contracts (Co-op Contracts) Program to make it easier for Customers to acquire these products and services. Customers place orders with and issue payments directly to the Successful Respondents participating in the Co-op Contracts Program. Subject to DIR rights, DIR will award and negotiate base contract documents with Respondents. Customers contact the Successful Respondent for product and/or services and pricing information, negotiate their own service level agreements and additional terms and conditions, if any, and send their purchase orders (with the DIR contract number) and payments directly to the Successful Respondent, not to

DIR. Information regarding the Co-op Contracts Program is located on DIR's Web site at http://dir.texas.gov/View-About-DIR/Pages/Content.aspx?id=41.

1.3.2 Texas Government Code, Section 2157.068

(a) Texas Government Code, Section 2157.068, effective September 1, 2005, requires State agencies to buy commodity items, as detailed below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.

(b) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two (2) or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is a commercially available program that operates hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements and may include Software provided as a service. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staff augmentation, training, maintenance and subscription services. Seat management is a service through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

1.3.3 Cost Recovery

DIR recovers the costs of negotiating, executing, and administering the Co-op Contracts through an administrative fee. DIR is authorized to charge a reasonable administrative fee to all customers per Section 2157.068(d) of the Texas Government Code. The administrative fee must be included in the Successful Respondent's price to the Customer and paid to DIR by the Successful Respondent. The fee has been set at a not-to-exceed level of two percent (2.00%) by the current appropriations act of the State Legislature. For the purposes of responding to this RFO, the administrative fee is one percent (1.0%). DIR may change the administrative fee at any time during a Contract term. DIR will notify Successful Respondents of any change in the administrative fee.

1.3.4 Historical Sales

Contracts negotiated and managed through the Cooperative Contracts Program resulted in over $5 billion in Customer purchases for the past three (3) fiscal years combined. Information contained within the table below shows the total purchases for the past three (3) fiscal years by Customer segment. These purchases represent contracts that are hardware, software, and services related. The State's fiscal year runs September 1st through August 31st.

Table 1: DIR Cooperative Contracts Historical Sales

	2017	2018	2019
Assistance Org	$3,079.521	$2,958,084	$3,219,309
Higher Ed	$339,061,683	$332,385,633	$347,328,352
K-12	$577,352,825	$589,442,854	$645,821,890
Local Government	$461,433,333	$448,209,465	$556,535,203
Out of State	$20,451,873	$19,245,239	$36,914,182
State Agency	$492,221,769	$415,604,984	$455,482,872
Total:	**$1,893,601,004**	**$1,807,846,260**	**$2,045,301,810**

1.3.5 Current Contracts

DIR currently has multiple Contracts to provide ITSAC services. The Contracts expire July-September 2020. Table 2: ITSAC Sales Volume by DIR Fiscal Year shows the total sales volume of services sold through the ITSAC contracts for fiscal years 2017, 2018, and 2019.

Table 2: ITSAC Sales Volume by DIR Fiscal Year

FY 2017 Sales	FY 2018 Sales	FY 2019 Sales	Total Sales
$141,415,893	$131,146,076	$142,682,988	$415,244,958

1.4. BidStamp Vendor Information System (VIS) Portal

DIR's BidStamp Vendor Information System (BidStamp VIS) provides prospective bidders (Respondents) with the ability to create a profile that supports the key functions required during the solicitation response process. The high-level processes associated with the portal include vendor account/profile creation, vendor contact creation, vendor account management, and Response submission. In addition to the account management and solicitation response capabilities enabled by the BidStamp VIS portal, Respondents will be able to view open solicitations and additional information about DIR.

1.4.1 VIS Account Request Process

(a) Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Respondents may access the BidStamp VIS Portal via http://dircommunity.force.com/BidStamp, and enter in their access credentials. If a potential Respondent does not yet have login credentials, the Respondent should request one by clicking on "Are you a Vendor and need to request an account?" button that is located on the login page. **NOTE**: This process can take up to forty-eight (48) hours to complete. Interested parties should not wait until the closing date to begin the process of creating an account.

(b) Instructions for VIS account access and using the BidStamp VIS portal to submit solicitation response can be found on DIR's website Information for Vendors page.

1.4.2 Solicitation Response Requirement

Any Respondent to this RFO must submit their response through the BidStamp VIS.

Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in Section 3.1 Point of Contact. Please allow at least five (5) Business Days for response.

2. Scope

(a) Customers will submit and distribute solicitations for ITSAC Services. There are two (2) types of solicitations allowable under this Contract.

  (i) Statement of Work – a solicitation document distributed to one (1) or more Contract holders requesting a response to a specific Customer need for a business solution to a staffing need;

  (ii) Request for Resumes – a solicitation document distributed to one (1) or more Contract holders requesting resumes to fill a particular staff need. Customers may limit the number of resumes received from each Contract holder.

(b) Successful Respondent is responsible for reviewing each type of solicitation and providing compliant responses to Customers using the appropriate communication method (ITSAC Portal or direct communication).

(c) Successful Respondent shall comply with response instructions detailed in the solicitation.

(d) When responding to solicitations, Successful Respondent shall only propose personnel (via a resume) or proposed staffing solutions (for SOWs) that meet the minimum requirements outlined in the solicitation document.

(e) Successful Respondent shall not provide unsolicited resumes to Customers.

(f) Successful Respondent shall limit communications with Customers to those allowed by the solicitation method.

(g) Customers have the ability to provide DIR feedback on Contract holder performance. Consistent Customer complaints about Successful Respondent (failure to respond, repeated unsolicited contact attempts, etc.) may lead to a suspension of Successful Respondent's Contract for a period of no less than thirty (30) calendar days. Excessive Contract suspensions (more than three (3) suspensions in a calendar year) may lead to Contract termination.

2.1. Statements of Work

(a) Customers will issue Statements of Work (SOWs) via email to Contract holders. Information in the SOW may include:

  (i) Term of the SOW;
  (ii) Description of the solution and services required;
  (iii) Customer requirements; and
  (iv) Contract holder response requirements.

(b) Successful Respondent shall review the response requirements, and if interested, submit compliant responses.

(c) Customer SOWs may include additional terms and conditions associated with the specific project. The Successful Respondent shall be held accountable for all additional Customer terms and conditions to which Successful Respondent agrees as part of the solicitation process.

2.2. Requests for Resume

(a) Customers will issue Requests for Resumes using the DIR ITSAC Portal. Information in the Request will include:

    (i) Duration of services;
    (ii) Description of the services to be performed;
    (iii) ITSAC Category, Title, and Level of Workers who will perform the services;
    (iv) Additional Customer requirements; and
    (v) Contract holder response requirements.

(b) Successful Respondent shall review the response requirements, and if interested, submit compliant resumes through the Portal following the Portal process.

(c) For each resume provided to a Customer, the Successful Respondent shall include an executed (signed) Right to Represent.

(d) Customers will review resumes and determine which personnel, if any, will be interviewed for the opportunity.

(e) Customers will contact the Contract holder of the personnel selected to schedule interviews.

(f) If selected to provide personnel for an interview, Successful Respondent shall ensure that the actual personnel attends the interview. Failure to adhere to this requirement may result in Contract termination.

(g) Customers will issue Purchase Orders (PO) to the Contract holder(s) of personnel selected to fill the solicitation (Workers).

(h) The Successful Respondent shall be accountable for Worker behavior while on-site with Customer.

(i) Throughout the term of the PO, the Customer may request a replacement for any reason. Within five (5) Business Days, the Successful Respondent shall provide replacement personnel that meet or exceed the current Worker(s) qualifications at no additional cost to the Customer.

2.3.   Hourly Rates

Exhibit E ITSAC Not-to-Exceed Rates states the maximum rates acceptable under this solicitation. Respondents must agree to provide all services under any resulting Contract for these rates or less.

(a)   The Successful Respondent shall provide hourly bill rates in response to requests for services during the term of this Contract.

(b)   Hourly rates quoted in response for a request for service shall remain valid for the period of time specified in the Purchase Order, including any amendments/Purchase Order Change Notices, etc., unless otherwise agreed to with Customer.

(c)   In the event that the Successful Respondent submits a proposed hourly rate that exceeds **Exhibit E ITSAC Not to Exceed Rates**, the proposed candidate may be disqualified.

(d)   All quoted hourly bill rates shall include all expenses associated with each candidate, including wages, benefits, DIR Cost Recovery Fee, usual living expenses and costs of commuting to and from the Customer's designated primary work site. Depending upon the Customer, travel reimbursement may be allowed. See **Attachment 1 Standard Terms and Conditions Sections 8. C. Payments and 8.E. Travel Expense Reimbursement**.

(e)   Payment for overtime work (required work hours exceeding the standard forty (40) hours per Business Week) will be at the quoted hourly rate and must be coordinated and pre-approved through the Customer.

2.4.   Vendor Suspension

At any point under the Contract, DIR may issue a Notice of Intent to Suspend to any Contract holder for failure to adhere to Contract requirements, including but not limited to the events listed below:

(i)   Successful Respondent or Successful Respondent's Worker(s) no longer holds necessary license(s) or certificate(s) required to perform the work under any solicitation;

(ii)   Successful Respondent falsifies an invoice for services or travel reimbursement;

(iii)   Successful Respondent directly contacts a Customer in violation of Sections 2.1 and 2.2 above;

(iv)   Successful Respondent or its Worker(s) have engaged in prohibited practices or commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract, fails to perform the work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Successful Respondent's performance under this Contract in accordance with its terms.

(v)   If Successful Respondent violates Contract requirements, DIR may suspend

Successful Respondent's performance of this Contract, in whole or in part, for a period up to 180 calendar days.

1. When a violation occurs, DIR may send a Notice of Intent to Suspend to the Successful Respondent documenting the reasons for the proposed suspension.
2. Successful Respondent may provide a written response to the Notice of Intent to Suspend, appealing DIR's determination that a violation has occurred. Successful Respondent's written response must be received no later than the fifth (5th) Business Day from receipt of the Notice of Intent to Suspend. Failure to timely respond to the Notice of Intent to Suspend will result in a summary decision by DIR.
3. DIR will review the response to the Notice of Intent to Suspend and, in its sole Discretion, determine whether or not to proceed with the Suspension. DIR will then notify the Vendor in writing of the determination make a determination and include the period of suspension, which may be up to 180 calendar days in length effective from the date of receipt, if applicable.

2.5. Substitutions

(a) If a Contract holder is awarded a Purchase Order, and the Customer determines the Worker does not meet the qualifications needed, has not followed applicable safety standards, or for any other reason is unable to complete the assignment satisfactorily, Customer may direct Successful Respondent to resolve the complaint or remove the Worker immediately. If Successful Respondent is unable to resolve the complaint immediately or provide a satisfactory substitute Worker within five (5) Business Days, the Customer may terminate the Purchase Order, and Customer may select another Contract holder to finish the remaining work as outlined in the solicitation.

(b) In the event the Worker cancels his/her obligation prior to the original termination date, Customer may require the Successful Respondent to provide a replacement to complete the obligation that the departing individual did not fulfill. The replacement must be approved by Customer and will be provided at no charge for a time equal to five (5) Business Days, not to exceed ten (10) Business Days. This gratis period is to cover the cost to Customer of retraining the replacement individual on the internal Customer systems.

(c) If a Worker no longer provides services for Successful Respondent, Successful Respondent shall have up to five (5) Business Days to replace the Worker with a substitute satisfactory to DIR and its Customer. Successful Respondent shall use its best efforts to provide a substitute Worker at the same, or a lower rate as agreed to in the Purchase Order. If the rate for the substitute Worker is higher than the rate charged for the replaced Worker's services and the higher rate is unacceptable to Customer, or if the Vendor is unable to

provide a satisfactory substitute Worker within five (5) Business Days, the appropriate Purchase Order may be terminated, and Customer may select another Contract holder to finish the remaining work.

(d)   The Successful Respondent may not remove a Worker from a project without prior written consent of DIR and the Customer.

(e)   Workers shall follow all Customer close-out procedures; it is the Successful Respondent's responsibility to ensure all keys, access cards, files, equipment and all other property and security devises that may have been issued to Worker under a specific solicitation are returned to the Customer.

2.6.   ITSAC Protocol

(a)   The Successful Respondent shall not hire employees of a Customer and offer such employees as Workers for a solicitation on which that employee is currently participating.

(b)   Successful Respondent shall not hire a Worker from another Contract holder with an active PO on which the Worker is performing services and then offer same Worker for a re-solicitation of the work until such time as the PO under which that Worker was originally obtained has expired or been terminated.

(c)   The Successful Respondent shall not submit a Worker on an active PO to another solicitation with overlapping timeframes.

(d)   At Customer discretion, a Worker may be considered for additional ITSAC work with an overlapping time frame for that same Customer. Successful Respondent shall not submit the same Worker for an overlapping time frame unless previously agreed to by the Customer.

2.6.1   Solicitation of State Employees

(a)   Successful Respondent shall not solicit, directly or indirectly, any employee of DIR who is associated with this Contract for a period of ninety (90) calendar days following completion of the Contract.

(b)   Further, Successful Respondent shall not solicit for a period of ninety (90) days following completion of the PO, directly or indirectly, any employee of a Customer who has participated in any projects on which the Successful Respondent's Worker(s) have been assigned.

(c)   DIR and its Customer(s) agree not to solicit employees of the Successful Respondent, during the term of the PO, and for a period of ninety (90) calendar days thereafter. The foregoing will not prohibit DIR or its Customer(s) from hiring any person who applies through DIR's or its Customer(s)' normal posting and hiring processes.

2.6.2 Warranty

(a) The Customer has thirty (30) calendar days from the date of signature on the Vendor Invoice to inform Successful Respondent of its determination that Worker has made errors in completed work.

(b) Customer will inform the Successful Respondent of the Customer's determination.

(c) Successful Respondent shall make corrections and revisions as necessary to provide the Customer with an acceptable Work Product without cost to Customer. Correction is limited to rework of the unsatisfactory work without change to the original specifications and without regard to the amount of the effort expended on the original work.

2.7. Related Services

This RFO is **not** a solicitation for professional or consulting services as defined in Chapter 2254 of the Texas Government Code.

2.8. Emerging Technologies

DIR recognizes that technology is ever evolving and advancing. DIR reserves the right to consider the addition of services to support emerging technology such as next generation, enhancements and upgrades for products or services that are within the scope of DIR-CPO-TMP-445. Successful Respondent may propose such services/service categories throughout the term of the Contract. In order to meet the needs of Customers, DIR may request the addition of services within scope of DIR-CPO-TMP-445 by augmenting the original solicitation through a competitive bidding process. Pricing and terms will be negotiated upon DIR agreement. Any determination will be at DIR's sole discretion and any decision will be final.

2.9. Threshold and SOW Requirements

(a) State Agency Customers (not including institutions of higher education), must adhere to the requirements of Texas Government Code 2157.068 relating to DIR Cooperative Contracts. Texas Government Code 2157.068 requires state agencies to adhere to the following purchasing thresholds:

Table 3: Threshold Requirements for IT Commodities (Hardware, Software, and Service)

Contract Value	Number of DIR Successful Respondents
$50,000 or less	May award directly to WorkQuest. Otherwise, the agency must solicit a response from WorkQuest and one (1) other Contract holder.

Contract Value	Number of DIR Successful Respondents
$50,000.01 to $1,000,000.00	Three (3) (or all DIR Contract Holders in a category with less than three (3) Contract Holders); WorkQuest may count as one (1) and must be included.
$1,000,000.01 to $5 million	Six (6) (or all DIR Contract Holders in a category with less than six (6) Contract Holders); WorkQuest may count as one (1) and must be included.
More than $5,000,000.01	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

(b) In addition, TGC Section 2157.0685 requires that state agencies procuring more than $50,000 worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a DIR Contract Holder.

(c) Threshold and SOW review and signature processes do not apply to Institutions of higher education, K-12, local governments, assistance organizations, or out-of-state Customers.

2.10. Form of Contract

2.10.1 Sample Contract and Terms Negotiation

The final terms and conditions of any Contract shall be agreed upon during negotiation. However, the minimum standard terms and conditions that shall be included in any awarded Contract are contained in the **sample** Contract for Services attached as "**Attachment 1**" and the Standard Terms and Conditions for Services Contracts attached as "**Attachment 2**" to RFO DIR-CPO-TMP-445.

2.10.2 Proposed Changes and Exceptions

(a) **Caution: Respondent's Response may be disqualified if their exceptions are excessive, or if they list exceptions to non-negotiable terms.**

(b) Item 11 of **Exhibit A Respondent Information** contains the format for Respondent to note any exception to any provision, term, or condition specified in the *Contract for Products and Related Services* and *Standard Terms and Conditions for Products and Related Services Contracts*. Respondent should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 11 of **Exhibit A Respondent Information**.

(c) **Respondents may request exceptions to standard contract terms and conditions, provided that they provide a legally sustainable reason for the exception (i.e., NOT "My prior contract had the same exception"); however, (1) where noted, exceptions to**

certain terms and conditions will not be allowed. If Respondent is unable to comply with these provisions, the Respondent's Response may be subject to disqualification from further consideration; (2) DIR in its discretion may or may not accept the Respondent's requested exceptions; exceptions submitted without a legally sustainable reason <u>will not be considered</u>; and (3) material deviations (including excessive, additional, inconsistent, conflicting or alternative terms) may render the Offer non-responsive and may result in rejection of the bid. In addition to the explanation as to why the Respondent cannot comply with the provision, term, or condition, proposed alternative language **<u>must</u>** be included in the Response. If Respondent fails to note any exception, Respondent will not be allowed to request an exception at some later date.

(d)   DIR reserves the right to make changes to the Contract for Services or the Standard Terms and Conditions for Services Contracts if it is in the best interest of the State to do so. Should this occur prior to the award of any Contract, any Respondent selected for negotiations will be notified.

2.11.   Term of Contract

DIR anticipates that the term of the Contract will be an estimated two (2) years, with two (2) one- (1) year renewals. Each renewal term will automatically occur with the same terms and conditions, unless either party provides notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to either discuss modifications of terms or not renew.

In the event of prolonged Contract negotiations due to the number and/or significance of exceptions taken, lack of responsiveness, or other failure to close Contract negotiations on the part of Respondent that are not due to a failure on the part of DIR, DIR may, in its sole discretion, bypass the Respondent and commence negotiations with the next-highest scoring Respondent, or continue with the current Respondent with a shorter contract term. It is DIR's intention that Contracts awarded under this RFO will be co-terminus. Contracts awarded under this RFO may not extend into January 2025.

Section 2.10.2 Proposed Changes and Exceptions of this RFO contains the format for Respondents to note any exception to any provision, term, or condition specified in the RFO.

Any objections or exceptions should be noted in keeping with Section 2.10.2 Proposed Changes and Exceptions.

2.12.   Option to Extend

The Successful Respondent agrees that DIR may require continued performance, not including termination assistance, beyond the initial or any renewal Contract term, of any of the within described services at the rates specified in the Contract. 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 the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

3. General Information

3.1. Point of Contact

All communications regarding this RFO must be addressed in writing to:

> Colleen Berkley
> Department of Information Resources
> 300 W. 15th Street, Suite 1300
> Austin, Texas 78701
> Email: colleen.berkley@dir.texas.gov

3.2. Contact with DIR Staff

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section 3.1 Point of Contact will not discuss the contents of this RFO with any Respondent or their representatives. **Failure of a Respondent and any of its representatives to observe this restriction may result in disqualification of any related Response.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement. Contact with the DIR Historically Underutilized Business (HUB) office is allowed solely for the purpose of addressing HUB Subcontracting Plan (HSP) questions.

3.3. Schedule of Events

3.3.1 RFO Schedule

It is DIR's intention to comply with the following schedule for this RFO. These dates represent a tentative schedule of events. DIR reserves the right to modify these dates at any time. Prospective Successful Respondents will be notified of modifications to the schedule via the Electronic State Business Daily (ESBD) web site.

Table 4: Tentative Schedule of Events

Date/Time	Activity
April 16, 2020	Publish RFO on Electronic State Business Daily
April 30, 2020, 2:00 p.m.	**Optional Pre-Proposal Conference**
April 15, 2020 through May 28, 2020	Question and Answer period; DIR will post Addenda to the ESBD throughout this period.

Date/Time	Activity
May 19, 2020, 02:00 PM (CT)	Optional Webinar: New NTE Rates, Specialist Rates, and Undefined Category https://attendee.gotowebinar.com/register/2860305139642465039
6/11/2020, 02:00 PM (CT)	**Deadline for submitting responses to RFO; deadline for receipt of References**
5/28/2020 – 6/30/2020	Evaluation of responses and clarifications
6/30/2020 – 12/30/2020	Negotiation and contract execution

3.3.2 Optional Pre-proposal Webinar

The Optional Pre-Proposal Webinar will be held remotely. There is no option for in-person attendance.

3.3.2.1 Webinar Information

(a) A webinar will be held on the date and time specified in RFO Section 3.3.1 above.

(b) To reserve a webinar seat, register at:

https://attendee.gotowebinar.com/register/3187582471721314062

(c) After registering, you will receive a confirmation email containing information about joining the Webinar.

(d) DIR will provide webinar attendees with an opportunity to submit written questions during the webinar. Although DIR may provide tentative verbal responses to questions during the webinar, responses are not official until they are posted as an addendum to this RFO on the ESBD, http://www.txsmartbuy.com/sp. DIR reserves the right to amend answers prior to the offer submission deadline.

(e) Any Addenda will be posted on the ESBD. It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a bid. Respondent's failure to periodically check the ESBD will in no way release the selected Successful Respondent from "Addenda or additional information" resulting in additional costs to meet the requirements of the RFO.

3.3.3 Written Questions and Official Answers

(a) Respondents shall submit all questions regarding this RFO through the official point of contact listed in Section 3.1 Point of Contact. **Questions regarding this RFO will be accepted until the date and time specified above in Section 3.3 Schedule of Events.** **NOTE:** Texas observes Daylight Savings Time.

(b) Official answers will be posted as an Addendum to this RFO. DIR reserves the right to amend answers that were previously posted as part of an Addendum prior to the offer submission deadline.

(c)　It is the responsibility of interested parties to monitor the ESBD for updates to the procurement prior to submitting a Response. Respondent's failure to monitor the ESBD will in no way release the Successful Respondent from "Addenda or additional information" resulting in additional costs to meet the requirements of the RFO.

3.4.　Historically Underutilized Businesses

(a)　The purpose of the Historically Underutilized Business (HUB) Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. Each state agency must make a good faith effort to meet or exceed the goals identified below and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year in accordance with the following procurement goals/percentages:

1.　11.2% for heavy construction other than building contracts;
2.　21.1% for all building construction, including general contractors and operative builders' contracts;
3.　32.9% for all special trade construction contracts;
4.　23.7% for professional services contracts;
5.　26.0% for all other services contracts;
6.　21.1% for commodities contracts.

(b)　It is the policy of DIR to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161.252(b), and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), 34 TAC, Chapter 20.

(c)　HUBs are strongly urged to respond to this RFO. Under Texas law, state agencies are required to make a good faith effort to assist HUBs in receiving certain percentages of the total value of contract awards. Successful Respondents who meet the qualifications are strongly encouraged to apply for certification as HUBs.

3.4.1　HUB Subcontracting Plan

DIR has determined that subcontracting is probable under any contract awarded as a result of this RFO. **The HUB Goal for this RFO is 26%. ALL RESPONDENTS RESPONDING TO THIS RFO, <u>INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT,</u> MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBs. THE HSP MUST BE INCLUDED AS PART OF THE RESPONSE TO THIS RFO. FAILURE TO COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.** The State's Policy on Utilization of Historically Underutilized Businesses and HSP forms are available in the BidStamp VIS. Please review the HSP forms carefully and allow sufficient time to identify and

contact HUBs and allow them to respond. **NOTE:** Respondent must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to the Successful Respondent for more than five (5) years. If the Successful Respondent does not plan to subcontract, Successful Respondent must state that fact in their plan. A scan of the original, signed paper copy of the HSP must be uploaded into BidStamp. The completed plan shall become a part of the Contract.

3.4.2 HUB Continuing Performance

Any Contract includes reporting responsibilities related to HUB subcontracting. Successful Respondent shall not change any subcontractor without submitting a revised HUB Subcontracting Plan (HSP). Any change to a subcontractor and revised HSP must be approved in writing by DIR prior to implementation. **Customers are not required to pay for services received from subcontractors that are not part of an approved HSP.**

3.4.3 HUB Resources Available

A list of certified HUBs is available on the Texas Comptroller of Public Accounts (CPA) Website at: https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. For additional information, contact the CPA's HUB program office at StatewideHUBProgram@cpa.texas.gov. If Respondent knows of any businesses that may qualify for certification as a HUB, they should encourage those businesses to contact the CPA HUB program office.

3.5. Successful Respondent Qualifications

3.5.1 Federal Requirements

(a) State agencies are prohibited from doing business with terrorists and terrorist organizations. Any Respondent listed in the prohibited Vendor list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control (Terrorism List) shall not be awarded a Contract as a result of this RFO. Any Respondent awarded a Contract must agree that if at any time during the term of the Contract the Successful Respondent is listed on the Terrorism List, the Successful Respondent shall promptly notify DIR. As part of DIR's contract management, periodic checks will be performed to ensure Contract Holder remains in compliance with these Federal Requirements. DIR shall have the absolute right to terminate the Contract without recourse in the event Successful Respondent becomes listed on the Terrorism List.

(b) Should any Contract Holder become suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, the Contract Holder's Contract will be terminated without recourse.

(c)   Successful Respondent shall comply with the requirements of the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of the 1996 Act who will perform any labor or services under this Contract.

(d)   The **Education Department of General Administrative Regulations (EDGAR)** are the federal regulations that govern all federal grants awarded by the U.S. Department of Education on or after December 26, 2014. EDGAR encourages the use of cooperative agreements for procurement or use of common or share goods and services in order to foster greater economy and efficiency. DIR uses an open market competitive procurement process to award contracts as required by Texas Government Code 2054 and 2157. If Successful Respondent provides evidence of its EDGAR compliance that DIR to the best of information and belief, finds to be satisfactory, then DIR may identify Successful Respondent as certifying that all or a portion of Successful Respondent's listings are EDGAR eligible, and DIR may then permit Successful Respondent to so identify all or part of its offerings on Successful Respondent's DIR website. In such cases, upon request from eligible Customer, Successful Respondent must complete EDGAR certification affirmation forms to satisfy Customer requirement.

3.5.2   Successful Respondent Performance and Debarment

In accordance with 34 TAC, Chapter 20, Subchapter C, Vendor that is debarred from doing business with the State of Texas will not be awarded a Contract. The list of debarred vendors is located on the CPA Web site at:

https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php

3.5.3   Required Respondent and Subcontractor Current and Former State Employee Disclosures

Respondent shall disclose, for itself and on behalf of all of its Subcontractors, in its response to **Exhibit A Respondent Information, Section 12 Respondent and Subcontractor Conflict of Interest Disclosure**, all of the following:

1.   Any current or former employees of Respondent who will spend twenty percent (20%) or more of their time on the Contract and are current or former employees of DIR within the past five (5) years;

2.   Any proposed Respondent personnel assigned to work directly on the Contract twenty percent (20%) or more of their time who are related within two (2) degrees of consanguinity of any current or former employees of DIR. Disclosure of former state employees may be limited to the last five (5) years; and

3.   Respondent will certify that they are in compliance with Texas Government Code, Title

6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Respondent will complete the following information in order for the Response to be evaluated: Name of Former Executive, Name of State Agency, Date of Separation for State Agency, Position with Respondent, and Date of Employment with Respondent.

3.5.4 Cybersecurity Training

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. Successful Respondent shall verify to the Customer state agency are institution of higher education completion of the program by each such officer, employee, or subcontractor.

3.6.   Response Deadline and Submission Requirements

Respondents are invited to submit Responses in accordance with the requirements outlined in this document. Responses must be received by DIR on or before **the solicitation response due date listed in** Table 4: Tentative Schedule of Events**. No late Responses will be reviewed**. No facsimile or e-mail responses shall be accepted unless otherwise indicated in an Addendum on the ESBD. No physical written responses will be accepted unless pre-approved and authorized by DIR.

3.6.1 Official Timepiece

The system clock in the BidStamp VIS is the official timepiece for determining compliance with the deadline. All responses will be date and time stamped electronically in the BidStamp VIS or if accommodation is granted by DIR, when received by the Purchasing Office on the 13th floor, at which point the clock in the Purchasing office shall serve as the official timepiece for those Responses.

3.7.   Response Format and Contents

Per Section 1.4.1 VIS Account Request Process, any Respondent responding to this RFO must submit their response through the BidStamp VIS unless granted an accommodation by DIR by the appropriate deadline.

3.7.1 Mandatory Response Contents

RESPONDENT MUST PROVIDE THE ITEMS LISTED BELOW OR THE RESPONSE

WILL BE REJECTED.

1.   **Respondent Information – Bid Package 1 Exhibit A of this RFO**

This form must be filled out in its entirety and signed by an officer or agent empowered to contractually bind the Respondent. Respondent's Response should offer information to support its capability to provide the products and services required in this RFO. Exhibit A Attachment 1 must be completed and submitted with the Response if applicable per Item (xxi), Canceled Contracts.

2.   **Respondent History and Experience - Exhibit B of this RFO**

Respondent's Response should offer information to support its capability to provide the products and services required in this RFO.

3.   **Contract Marketing and Support Plan – Exhibit C of this RFO**

Respondent shall provide a plan that describes the Respondent's ability and strategy for promoting and supporting the Contract, if awarded. Successful Respondent shall be responsible for following the plan to ensure Customer sales under the Contract.

4.   **HUB Subcontracting Plan Forms – See Exhibit D HSP Sample Form**

All Successful Respondents, **INCLUDING THOSE WITH HUB DESIGNATION AND THOSE THAT DO NOT PLAN TO USE SUBCONTRACTORS**, must submit a HUB Subcontracting Plan (HSP). **The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal**. Refer to Section 3.4 Historically Underutilized Businesses for more information regarding HUB subcontracting. **NOTE: For the purposes of the HUB Subcontracting Plan, Order Fulfillers designated by a manufacturer or publisher to sell directly to Customers on its behalf are considered subcontractors. The signed copy of the HSP must be uploaded and submitted in the BidStamp VIS.**

3.7.2   References

Respondent must send the **Bid Package 2 Reference Form** to a minimum of three (3) companies or government agencies. Instructions are included on the questionnaire. Respondent may submit the Respondent Reference Questionnaire to companies or government agencies through the BidStamp VIS. DIR is not responsible for undeliverable e-mails or for non-responsive references. Respondent's references will be evaluated in accordance with Section 4.2.2 Weighted Evaluation Criteria. References must respond to DIR on the form provided by the due date in order to be considered for evaluation. The Reference Form must be submitted directly from the reference to DIR. The Respondent may not submit the reference form to DIR. DIR may contact References for clarification at DIR's discretion.

3.7.3   Accessibility of Electronic Response Documents

Respondent Response should be submitted in a format that is accessible to people with disabilities. This can include, but is not limited to accessible Office, Adobe PDF, or other

productivity document suites.

3.8.   Rejection of Responses

DIR has sole discretionary authority and reserves the right to reject any and all Responses received as a result of this RFO. Responses that do not comply with the mandatory submission requirements may be rejected. In addition, DIR reserves the right to accept or reject, in whole or in part, any Responses submitted, and to waive minor technicalities when in the best interest of the State.

3.9.   Right to Amend or Withdraw RFO

(a)   DIR reserves the right to alter, amend or modify any provision of this RFO, or to withdraw this RFO, in whole or in part, at any time prior to the award of a Contract if to do so is in the best interest of the State. DIR reserves the right to re-solicit for like or similar products and services whenever it determines re-solicitation to be in the best interest of the State.

(b)   Any changes or additional information regarding this RFO will be posted as an Addendum to requisition number DIR-CPO-TMP-445 on the ESBD, http://www.txsmartbuy.com/sp. It is the responsibility of Successful Respondents to monitor the web site for Addenda. Successful Respondent's failure to monitor the ESBD will in no way release the Successful Respondent from "Addenda or additional information" resulting in additional costs to meet the requirements of the RFO Pre-agreement Costs.

(c)   DIR shall not be responsible or liable for any cost incurred by any Successful Respondent in the preparation and submission of its response to this RFO or for other costs incurred by participating in this procurement process.

3.10.   Ownership of Responses

All responses become the property of DIR. DIR reserves the right to use any and all information or materials presented in response to this RFO. Disqualification of a Respondent's Response does not eliminate this right.

3.11.   Public Information

(a)   DIR is a government agency subject to the Texas Public Information Act. Responses submitted to DIR as a result of this RFO are subject to release as public information after contracts are executed or if the procurement is terminated. Respondent may not mark its complete proposal "copyrighted" or mark every page as proprietary or confidential but if a Respondent believes that its Response, or parts of its Response, may be exempted from disclosure under Texas law, the Respondent must specify page-by-page and line-by-line the parts of the Response that it believes are exempt. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons substantiating the

exception(s).

(b) The Office of the Attorney General (OAG) has the sole authority to determine whether information is confidential and not subject to disclosure under the Public Information Act DIR shall comply with all decisions of the OAG.

(c) DIR assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

4. Evaluation, Negotiations, and Award

4.1. Evaluation of Responses

DIR will review proposals to determine responsiveness to this RFO. All determinations about responsiveness to this RFO are final. All proposals determined to be responsive will go through a financial review overseen by the Chief Financial Office. **The financial review is a pass/fail determination that is final**. Only Responses that receive a passing grade will proceed to the Evaluation Committee. DIR will establish an Evaluation Committee to review all Responses that have not been rejected. At any time during the evaluation process, DIR may ask any or all Respondents to elaborate on or clarify specific points or portions of their Response. DIR's request and Respondent's Response shall be in writing. Once initial evaluation of Responses has been completed, the Evaluation Committee shall provide the tabulated scores to the DIR purchasing office and shall conclude their duties.

4.2. Evaluation Criteria

4.2.1 Pass/Fail Criteria

In addition to the criteria listed below DIR also reviews additional Pass/Fail criteria as follows:

1. Financial Review

2. Compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:
   a. A score of less than C in the Vendor Performance System;
   b. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports,
   c. Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (including but not limited to late delivery, etc.).

3. Completion of HUB Subcontracting Plan (See Exhibit D HSP Sample Form).

4.2.2   Weighted Evaluation Criteria

(a)   The criteria to be used in determining the best value for the State are as follows, in order of importance/weight:

1.   Respondent's Response to **Exhibit C Contract Marketing and Support Plan**;

2.   Respondent experience in providing the products and services requested as detailed in **Exhibit B Respondent History and Experience** inclusive of References received on **Bid Package 2 Reference Form**, and performance as described in 4.2.2(b) below.

(b)   Respondents will be evaluated on performance under existing and prior contracts for similar products or services and the evaluation may include consideration of Vendor performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.115(b).

4.3.   Presentations, Revised Offer

(a)   DIR in its discretion shall make the determination whether to request presentations and/or engage in the Revised Offer process. Both presentations and the Revised Offer process, if held, may be scored.

(b)   DIR reserves the right to continue to evaluate Responses until such point as the best value, as defined by Texas Government Code, Section 2157.003, is obtained for the State.

4.4.   Negotiations

At the conclusion of the evaluation, presentations, and revised offers (if applicable), as described within Sections 4.1 Evaluation of Responses through 4.3 Presentations, Revised Offer above, DIR staff shall determine the number of Respondents with which it will start contract negotiations. In its discretion, DIR shall terminate contract negotiations when DIR determines that the best value for the State has been obtained. Then the staff will recommend award of one (1) or more contracts to DIR Executive Management.

4.5.   Award of Contract

(a)   DIR Executive Management shall approve the decision to award any Contracts, if in the best interest of DIR and the State to do so. The decision of Executive Management on any award is final. Any award for this RFO shall be posted under requisition number on the Electronic State Business Daily, http://www.txsmartbuy.com/sp, upon execution of a Contract with one (1) or more Successful Respondents. All Responses and working papers pursuant to this RFO are not subject to disclosure under the Public Information Act until all Contracts resulting from this RFO have been executed.

(b)   Any Contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.

4.6. Protest Procedures

Any Respondent who is aggrieved in connection with this RFO, evaluation, or award of a Contract may formally protest to DIR in accordance with the Respondent protest procedures posted on the DIR Web site at: http://dir.texas.gov/View-Information-For-Vendors/Pages/Content.aspx?id=21.

END OF RFO

Department of Information Resources

Request for Offer
DIR-CPO-TMP-445

Information Technology Staff Augmentation Contracts (ITSAC) Services

Attachment 1
Standard Contract Terms and Conditions
Version 1.1

Table of Contents

The following terms and conditions shall govern the conduct of DIR and Successful Respondent during the term of the Contract.

1.   CONTRACT SCOPE

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Successful Respondent shall provide the services specified in Section 3 of the Contract for purchase by Customers. Terms used in this document shall have the meanings set forth below in Section 3 Definitions.

2.   NO QUANTITY GUARANTEES

NOTE: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Contract is not exclusive to the Successful Respondent. Customers may obtain services from other sources during the term of the Contract. The Texas Department of Information Resources (DIR) makes no express or implied warranties whatsoever that any particular quantity or dollar amount of services will be procured through the Contract.

3.   DEFINITIONS

A.   Acceptable Candidate

Refers to a Candidate that meets the stated requirements pursuant to a Work Order Solicitation and is correctly identified and priced using the ITSAC Category Pricing as defined in **Exhibit B**.

B.   Active Contract Holder

Refers to Contract Holders that are given access to opportunities presented through Work Order Solicitations.

C.   Compliance Check

An audit of Successful Respondent's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

D.   Contract

The document executed between DIR and Successful Respondent into which this Appendix A is incorporated.

E.   CPA

Refers to the Texas Comptroller of Public Accounts

F.   Customer

Any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001.

G.   Day

Shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

H.   DIR

Refers to the Texas Department of Information Resources.

I.   Contract Holder

An entity awarded a Contract for ITSAC Services.

J.   Hourly Rate

Refers to the rate that is charged by the Successful Respondent and paid by the Customer for services rendered by Worker(s) under this Contract. It is calculated and communicated in terms of dollars per hour and may not exceed the NTE rate set in this Contract.

K.   Interviewed Candidate

Refers to an Acceptable Candidate that was interviewed by the Customer pursuant to a Work Order Solicitation.

L.   Invoice

Refers to a Customer approved instrument submitted by Successful Respondent for payment of services.

M.   ITSAC

Refers to the IT Staff Augmentation Contract document executed between DIR and Successful Respondent.

N. Not to Exceed (NTE)

Refers to the maximum hourly rate for which a Successful Respondent has agreed to provide Worker(s) set by the Rate Schedule. Under this Contract, Successful Respondent can provide Worker(s) at a lower hourly rate, but not a higher hourly rate.

O. Opportunity Response Time

Refers to the time within which a Vendor is expected to respond to a Work Order Solicitation with the appropriate resume(s). The metric used for expected opportunity response time is as established by the Customer.

P. Placed Candidate (also Worker)

Refers to an interviewed Candidate that was selected by the Customer pursuant to a Work Order Solicitation.

Q. Purchase Order (also PO)

Refers to the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order (PO), Procurement Card, Electronic Purchase Order, or other authorized instrument).

R. Rate Schedule

Refers to the set of competitive, market driven, standardized rates that will document the NTE hourly rates for ITSAC Workers.

S. State

Refers to the State of Texas.

T. Successful Respondent

Refers to the entity awarded this Contract for ITSAC Services.

U. Worker(s)

Refers to identified individual(s) who perform authorized services under the supervision of Successful Respondent for DIR Customers and who are employees and/or subcontractors of the Successful Respondent.

V. Work Order Solicitation

Refers to a document submitted to Contract Holders by DIR outlining the description of services to be performed for a specified DIR Customer. The Work Order Solicitation Should include: Number of Workers, required Worker skills and qualifications, the number of hours to be worked, duration of engagement, authorized travel, and other relevant information.

4.   GENERAL PROVISIONS

A.   Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B.   Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Successful Respondent.

2) DIR may amend the contract upon thirty (30) calendar days written notice to Successful Respondent without the need for a formal contract amendment: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions.

3) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Successful Respondent may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

4) Customer(s) and Successful Respondent will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract.

C.   Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR do not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one (1) or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative

Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

1) DIR may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.

2) Successful Respondent may assign the Contract with prior written approval to a subsidiary, parent company, affiliate, or successor. Assignment of the Contract by Successful Respondent under the above terms shall require written notification by Successful Respondent and a mutually agreed written Contract amendment.

E. Survival

All applicable software license agreements, warranties, or service agreements that were entered into between Successful Respondent and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five (5) years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Successful Respondent shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Successful Respondent to provide proof of financial stability prior to or at any time during the Contract term.

I. Data Location

Regardless of any other provision of this Contract or its incorporated or referenced documents, all of the data for State of Texas Customers identified by the State as requiring their data to remain in the continental United States shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise. For all local governments and education Customers within the State of Texas, as well as Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. **NOTE**: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTINENTAL US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.

5. INTELLECTUAL PROPERTY MATTERS

A. Definitions

1) "Work Product"

Means any and all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with

funds appropriated by or for Customer or Customer's benefit: (a) by any Successful Respondent personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights"

Means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work"

Means a document signed by Customer and Successful Respondent describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Successful Respondent is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP"

Means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP"

Shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Successful Respondent (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Successful Respondent outside Successful Respondent's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B.   Ownership

As between Successful Respondent and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Successful Respondent. Successful Respondent specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Successful Respondent hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Successful Respondent acknowledges that Successful Respondent and Customer do not intend Successful Respondent to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Successful Respondent, to all Successful Respondent materials, premises, and computer files containing the Work Product. Successful Respondent and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Successful Respondent.

C.   Further Actions

Successful Respondent, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Successful Respondent's signature due to the dissolution of Successful Respondent or Successful Respondent's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Successful Respondent hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Successful Respondent's agent and Successful Respondent's attorney-in-fact to act for and in Successful Respondent's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Successful Respondent, provided however that no such grant of right to Customer is applicable if Successful Respondent fails to execute any document due to a good faith dispute by Successful Respondent with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work

Product, and Successful Respondent shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D.   Waiver of Moral Rights

Successful Respondent hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Successful Respondent may now have or which may accrue to Successful Respondent's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Successful Respondent acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E.   Confidentiality

All documents, information and materials forwarded to Successful Respondent by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Successful Respondent under sub-paragraph H Successful Respondent License to Use. Hereunder, Successful Respondent shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F.   Injunctive Relief

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Successful Respondent acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G.   Return of Materials Pertaining to Work Product

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Successful Respondent shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Successful Respondent or furnished by Customer to Successful Respondent, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product,

regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Successful Respondent by Customer or by anyone else that pertain to the Work Product.

H.   Successful Respondent License to Use

Customer hereby grants to Successful Respondent a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Successful Respondent nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I.   Third-Party Underlying and Derivative Works

To the extent that any Successful Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Successful Respondent hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Successful Respondent IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Successful Respondent agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third Party IP that may be embodied or reflected in the Work Product.

J.   Agreement with Subcontracts

Successful Respondent agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Successful Respondent. Copies of such agreements shall be provided to the Customer promptly upon request.

K.   License to Customer.

Successful Respondent grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Successful Respondent IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or

carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Successful Respondent IP remain in Successful Respondent.

L.   Vendor Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Successful Respondent from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Successful Respondent wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Successful Respondent and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6.   TERMS AND CONDITIONS APPLICABLE TO STATE AGENCY PURCHASES ONLY

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A.   Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations.

1)   Upon request, and prior to a DIR Customer purchase, Contract Holders must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such competed ACRs already exist, and there have been no changes to the product/service since the time of the original document completion.

Successful Respondent claiming that a proposed product or family of products is exempt from accessibility requirements must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of

the form, specifying each exempt product or product family with a supporting statement(s) for this position.

2) Upon request, and prior to a DIR customer purchase for IT development services, Contract Holders must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request(VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Contract Holder's capability or ability to produce accessible electronic and information resources.

Additionally, Contract Holders must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

3) Upon request, and prior to a Customer purchase for COTS products, or IT development services, Contract Holders must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.

4) Also upon request, Contract Holders must provide additional documentation that supports the information contained in the aforementioned completed forms in subsection 1, 2, and 3 above. Examples may include but are not limited to: executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

B.   Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing

augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Successful Respondent agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

7. CONTRACT FULFILLMENT AND PROMOTION

A. Service, Sales and Support of the Contract

Successful Respondent shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Successful Respondent to sell, market, and promote services available under the Contract. Successful Respondent shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for services available under the Contract shall be processed through the Contract.

B. Internet Access to Contract and Pricing Information

1) Successful Respondent Webpage

Within thirty (30) calendar days from the effective date of the Contract, Successful Respondent will establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on the Successful Respondent's website. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent's website must have a Secure Sockets Layer (SSL) certificate and Customers must access Successful Respondent's website using Hyper Text Transfer Protocol Secure (HTTPS) and it will encrypt all communication between Customer browser and website. The webpage must include:

a) the services awarded and services description;
b) Successful Respondent contact information (name, telephone number and email address);
c) instructions for obtaining quotes and placing Purchase Orders;
d) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
e) a link to the DIR "Cooperative Contracts" webpage for ITSAC Contracts; and
f) the DIR logo in accordance with the requirements of this Section.

2) If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

C.   Accurate and Timely Contract Information

Successful Respondent warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Successful Respondent, at its own expense, shall correct any non-conforming or inaccurate information posted at Successful Respondent's website within ten (10) business days after written notification by DIR.

D.   Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Successful Respondent's website will be conducted by DIR. Upon request by DIR, Successful Respondent shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

E.   Webpage Changes

Successful Respondent hereby consents to a link from the DIR website to Successful Respondent's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Successful Respondent with subsequent notice of link termination or removal. Successful Respondent shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

F.   Use of Access Data Prohibited

If Successful Respondent stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Successful Respondent for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Successful Respondent shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

G.   Responsibility for Content

Successful Respondent is solely responsible for administration, content, intellectual property rights, and all materials at Successful Respondent's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

H.   Services Warranty and Return Policies

Successful Respondent will adhere to the Successful Respondent's then-currently published policies concerning services warranties and returns. Such policies for Customers will not be

more restrictive or more costly than warranty and return policies for other similarly situated Customers for like services.

I. DIR Logo

Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Successful Respondent's logo, (iii) the DIR logo is only used to communicate the availability of services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

J. Successful Respondent Logo

If DIR receives the Successful Respondent's prior written approval, DIR may use the Successful Respondent's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logo may be on the DIR website or on printed materials. Any use of Successful Respondent's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Successful Respondent's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Successful Respondent.

K. Trade Show Participation

At DIR's discretion, Successful Respondent may be required to participate in no more than two (2) DIR sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation, at the Successful Respondent's expense, includes providing a manned booth display or similar presence. DIR will provide four (4) months advance notice of any required participation. Successful Respondent must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Successful Respondent's booth.

L. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Successful Respondent will be required to attend an orientation meeting to discuss the content and procedures of the Contract to included reporting requirements. DIR, at its discretion, may waive the orientation requirement for Contract Holders who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Successful Respondent for attendance at the meeting.

M. Performance Review Meetings

The Successful Respondent shall attend periodic meetings to review the Successful Respondent's performance under the Contract at DIR's request. The meetings will be held in the Austin, Texas

area at a date and time mutually acceptable to DIR and the Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Successful Respondent for attendance at the meeting.

N.   DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Successful Respondent shall provide DIR with a detailed report of a representative sample of service sold under the Contract. The report shall contain: service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR Customers can procure the services.

8.   PURCHASE ORDERS, INVOICES, AND PAYMENTS

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A-E.

A.   Purchase Orders

All Customer Purchase Orders will be placed directly with the Successful Respondent. Accurate Purchase Orders shall be effective and binding upon Successful Respondent when accepted by Successful Respondent.

B.   Invoices

1)   Invoices shall be submitted by the Successful Respondent directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to the Successful Respondent.

2)   Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the services by the Customer.

3)   The administrative fee specified in Section 8.B.4 DIR Administrative Fee, of the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

C.   Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Vendor. The statute states that payments for goods and services are due thirty (30) days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For

Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.

D. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Successful Respondent upon request.

E. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (https://comptroller.texas.gov/purchasing/programs/travel-management/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. "Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer."

9. CONTRACT ADMINISTRATION

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A, C-D

A. Contract Administrators

DIR and the Successful Respondent will each provide a Contract Administrator to support the Contract. Information regarding the Contract Administrators will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) advising DIR of Successful Respondent's performance under the terms and conditions of the Contract, and iii) periodic verification of pricing and monthly reports submitted by Successful Respondent.

2) Successful Respondent Contract Manager

Successful Respondent shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the

Contract, ii) facilitating dispute resolution between Successful Respondent and a Customer, and iii) advising DIR of Successful Respondent's performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Successful Respondent's then-current Contract Manager the assigned Contract Manager is not, in the opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

   a) Successful Respondent shall be responsible for reporting all services purchased under the Contract. Successful Respondent shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

   b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Successful Respondent's applicable Contract books. Successful Respondent will provide all required documentation at no cost.

2) Detailed Monthly Report

   a) Successful Respondent shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous month period. Reports are due on the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Successful Respondent for correction in accordance with this section. Successful Respondent shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in Contract termination.

   b) If the Successful Respondent submits three (3) monthly late sales reports or

cost recovery fee payments within a 12-month period, DIR reserves the right to suspend or terminate this Contract for cause per Section 10.B.4.a Contract of Appendix A. If Successful Respondent is late with its monthly sales report or monthly administrative fee payment, Successful Respondent shall pay a late payment fee ("Late Payment") to DIR of one hundred dollars ($100) per day, for each day the monthly report is late, up to ten (10) days per month for a maximum monthly Late Payment amount of $1000. Assessment of a Lay Payment fee does not waive any other contractual remedy pursuant to this Contract.

3) **Historically Underutilized Businesses Subcontract Reports**

   a) Successful Respondent shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

   b) Reports shall be due in accordance with the CPA rules.

4) **DIR Administrative Fee**

   a) An administrative fee shall be paid by Successful Respondent to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review monthly sales reports, close the sales period, and notify the Successful Respondent of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Successful Respondent shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Successful Respondent reports January sales by February 15th; DIR closes January sales and notifies Successful Respondent of administrative fee by March 14th; Successful Respondent submits administrative fee for January sales by March 25th.

   b) DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Successful Respondent without the need for a formal contract amendment.

   c) Successful Respondent shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) **Accurate and Timely Submission of Reports**

   a) Successful Respondent shall submit reports and administrative fees accurately and timely in accordance with the due dates specified in this

Section. Successful Respondent shall correct any inaccurate reports or administrative fee payments within three (3) Days upon written notification by DIR. Successful Respondent shall deliver any late reports or late administrative fee payments within three (3) Days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate reports or administrative fee payments or deliver late reports and administrative fee payments within three (3) Days, Successful Respondent shall contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b)   Should Successful Respondent fail to correct inaccurate reports or cure the delay in timely and accurate delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Successful Respondent's records as specified in subsection C.3 at DIR's expense.

c)   Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Successful Respondent's Contract.

C.   Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH 1).

1)   Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent 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. Successful Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Successful Respondent and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2)   Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of

the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Successful Respondent and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Successful Respondent and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Successful Respondent and/or Order Fulfillers ten (10) Days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's and/or Order Fulfiller's records. Successful Respondent's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent and/or Order Fulfiller personnel familiar with the Successful Respondent's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Successful Respondent is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Successful Respondent through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Prior to execution of the Contract, Successful Respondent shall provide DIR with written notification of the following: i) Successful Respondent Contract Administrator name and contact information, ii) Successful Respondent sales representative name and contact information, and iii) name and contact information of Successful Respondent personnel responsible for submitting reports and payment of administrative fees.

2) Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

10. SUCCESSFUL RESPONDENT RESPONSIBILITIES

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED AS NOTED BELOW.

A. Indemnification

1) Independent contractor

SUCCESSFUL RESPONDENT AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT SUCCESSFUL RESPONDENT IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR OR THE STATE OF TEXAS.

2) Acts or Omissions

Successful Respondent shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Successful Respondent or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) Infringements

    a)   Successful Respondent shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF SUCCESSFUL RESPONDENT PURSUANT TO THIS CONTRACT. SUCCESSFUL RESPONDENT and the CUSTOMER agree to furnish timely written notice to each other of any such claim. SUCCESSFUL RESPONDENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. The defense shall be coordinated by the Office of the Attorney General FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

    b)   If Successful Respondent becomes aware of an actual or potential claim, or Customer provides Successful Respondent with notice of an actual or potential claim, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) Property Damage

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE SUCCESSFUL RESPONDENT SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B.   **Taxes/Worker's Compensation/Unemployment Insurance**

1)   SUCCESSFUL RESPONDENT AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, SUCCESSFUL

RESPONDENT SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF SUCCESSFUL RESPONDENT'S AND SUCCESSFUL RESPONDENT'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. SUCCESSFUL RESPONDENT AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. SUCCESSFUL RESPONDENT AGREES AND ACKNOWLEDGES THAT SUCCESSFUL RESPONDENT, ITS EMPLOYEES, REPRESENTATIVES, AGENTS, OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) SUCCESSFUL RESPONDENT AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY SUCCESSFUL RESPONDENT, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT. SUCCESSFUL RESPONDENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

C. **Successful Respondent Certifications**

   Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Successful Respondent certifies on behalf of Successful Respondent and its designated Order Fulfillers that they:
   a) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity,

special discount, trip, favor, or service to a public servant in connection with the Contract;

b) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

c) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

d) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

e) under Section 2155.004, Texas Government Code, the Successful Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

f) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

g) Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration;

h) as of the effective date of the Contract, are not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website (https://comptroller.texas.gov/purchasing/publications/divestment.php);

i) Successful Respondent represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

j) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

k)   agrees that any payments due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

l)   are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

m)   represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

n)   under Section 2155.006 and Section 2261.053, Texas, Government Code, are not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate;

o)   have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Successful Respondent acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

p)   represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code;

q)   represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Successful Respondent does not boycott Israel and will not boycott Israel during the term of this Contract.

r)   represent and warrant with Section 2155.0061, Government Code, the Successful Respondent certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

2) During the term of the Contract, Successful Respondent shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Successful Respondent covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

3) In addition, Successful Respondent understands and agrees that if Successful Respondent responds to certain Customer pricing requests, then, in order to contract with the Customer, Successful Respondent may be required to comply with

additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Successful Respondent and its Order Fulfillers shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Successful Respondent agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Successful Respondent agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Successful Respondent under the Contract. If Successful Respondent is found to be not in compliance with these requirements during the term of the Contract, Successful Respondent agrees to take appropriate steps to correct these deficiencies. Upon request, Successful Respondent will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

If Successful Respondent uses any subcontractors in the performance of this Contract, Successful Respondent must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Successful Respondent can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Successful Respondent can remove subcontractors currently engaged in the performance of this Contract. Successful Respondent shall remain solely responsible for the performance of its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Successful Respondent is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Successful Respondent, for itself and on behalf of its subcontractors, shall report to DIR promptly when the Certification Statement of Exhibit A of the RFO and/or Section 9.C. (xii), Successful Respondent Certifications of this Appendix A to the Contract change. Successful Respondent covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Successful Respondent also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Successful Respondent with information related to Customers. Successful Respondent shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Successful Respondent and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Successful Respondent shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Successful Respondent shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Successful Respondent and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Successful Respondent's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer. Should any employee or subcontractor of the Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or

criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Successful Respondent's liability for damages of any kind to the Customer shall be limited to the total amount paid to Successful Respondent under the Contract during the twelve (12) months immediately preceding the accrual of the claim or cause of action. However, this limitation of Successful Respondent's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Successful Respondent hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Successful Respondent represents and warrants that, to the best of its knowledge as of the date of this certification, neither Successful Respondent nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Successful Respondent, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Successful Respondent shall provide the listed insurance coverage within five (5) Days of execution of the Contract if the Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises,

the Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) Days following the execution of the Purchase Order. Successful Respondent may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. If Vendor's services contracted under this Contract will not require Vendor to perform work on Customer's premises, or to use employer vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Vendor may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services, which shall serve to meet the insurance requirements.

All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from AM Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Successful Respondent thereunder. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

   Commercial General Liability must include $1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of $2,000,000.00; Medical Expenses per person of $5,000.00; Personal Injury and Advertising Liability of $1,000,000.00; Products/Completed Operations aggregate Limit of $2,000,000.00 and Damage to Premises Rented: $50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

   a) Blanket contractual liability coverage for liability assumed under the Contract;
   b) Independent Contractor coverage;
   c) State of Texas, DIR and Customer listed as an additional insured; and
   d) Waiver of Subrogation.

2) Workers' Compensation Insurance

   Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of $1,000,000 per accident, $1,000,000 disease PER EMPLOYEE and $1,000,000 per disease POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a. Waiver of Subrogation;
b. Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Successful Respondent is prohibited from using the Customer's equipment, the Customer's Location, or any other resources of the Customer or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Successful Respondent using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Successful Respondent to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the Contract and applicable law.

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) The Successful Respondent shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

2) 2) Pursuant to Chapter 673 of Texas Government Code, Successful Respondent shall, as a condition of this Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

a) all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and

b) all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

3)   The Successful Respondent shall require its subcontractors to comply with the requirements of this Section and the Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q.   Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

No public disclosures or news releases pertaining to this contract shall be made by Successful Respondent without prior written approval of DIR.

R.   Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Substitutions are not permitted without the written permission of DIR or Customer.

S.   Secure Erasure of Hard Disk Managed Services Products and/or Services

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Successful Respondent agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC 202.

T.   Deceptive Trade Practices; Unfair Business Practices

1)   Successful Respondent represents and warrants that neither Successful Respondent nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2)   Successful Respondent certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U.   Drug Free Workplace Policy

The Successful Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 280, Subpart F182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V.   Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Successful Respondent 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.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Successful Respondent is required to make the information accessible by the public.

W.   Successful Respondent Reporting Requirements

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Successful Respondent shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

X.   Cybersecurity Training

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency or institution of higher education. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. Successful Respondent shall verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

11. **CONTRACT ENFORCEMENT**

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A, B2, 5-7

A. **Enforcement of Contract and Dispute Resolution**

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Successful Respondent and DIR agree to the following: (i) a Party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Successful Respondent agree in writing.

3) State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.00.

B. **Termination**

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

1) Termination for Non-Appropriation

In all instances of termination or expiration, Successful Respondent shall be required to provide a list of all Purchase Orders, and Purchase Order detail that are open as of the date of termination or expiration. Further, Vendor shall continue to report sales and pay administrative fees for the duration of all such Purchase Orders.

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the services, they are obligated to pay for the services or they

may discontinue using services under any return provisions that Successful Respondent offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Successful Respondent becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Successful Respondent becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration; or (iii) Successful Respondent is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Successful Respondent shall be provided written notice in accordance with Section 19.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice.

4) Termination for Cause

a)   Contract

Either DIR or Successful Respondent may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b)   Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 3.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

5)   Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Successful Respondent or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Successful Respondent or Order Fulfiller may be ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) Days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation but is under no obligation to provide formal response.

6)   Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation but is under no obligation to provide formal response.

7) Successful Respondent or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of the Customer.

12. STATEMENT OF SERVICES TO BE PERFORMED

Successful Respondent understands that this is a non-exclusive, indefinite quantity contract. DIR makes no representations or warranties that Vendor shall receive any number or volume of Requests for Service (RFS) hereunder. This Contract is for temporary staff and is not intended for work for hire.

A. Successful Respondent shall provide Worker(s) to DIR Customers to perform services that are defined in the Work Order Solicitation, in accordance with the terms and conditions of the Contract. Workers provided by Successful Respondent shall possess qualifications that meet or exceed those specified in the Work Order Solicitation and will perform the functions as outlined in the Work Order Solicitation at the rates quoted therein. All travel is subject to the prior, written approval of the Customer.

B.   Successful Respondent shall provide responses to Statements of Work issued by DIR Customers to perform services that are defined in the Work Order Solicitation, in accordance with the terms and conditions of the Contract and the Statement of Work. Workers provided by Successful shall possess qualifications that meet or exceed those specified in the Work Order Solicitation and will perform the functions as outlined in the Work Order Solicitation at the rates quoted therein. All travel is subject to the prior, written approval of the Customer.

13.   WORK ORDER SOLICITATION/PURCHASE ORDER ISSUANCE

A.   Customers under this Contract shall issue requests for services in the form of a "Work Order" or a "Statement of Work." Work Order Solicitations will be submitted by Customers directly to Contract Holders or will be submitted by Customers to DIR then sent to Contract Holders. Customer requests for service may include the pre-selection requirement that potential Contract Holders (and their Worker) submit to and satisfy criminal background checks as authorized by Texas law.

B.   Issuance of a request for services is not a guarantee of work. Customers may elect to cancel the request at any time during the process.

C.   In order to be awarded a Purchase Order hereunder, Contract Holders will respond to Work Order Solicitation(s) for services as issued by Customers or DIR on behalf of its Customers, consistent with the Terms and Conditions of this Contract. Successful Respondent understands that no work under any Purchase Order issued by Customer shall commence until receipt of Purchase Order. Successful Respondent will perform in accordance with the terms and conditions of the Customer Purchase Order.

D.   Successful Respondent shall submit resumes outside of the Work Order Solicitation process unless requested by a Customer.

E.   Successful Respondent shall direct all communications concerning this Contract and any Work Order Solicitation(s) to DIR or through the ITSAC Portal, or per the terms of the Customer solicitation, except as requested by Customer (i.e., interviews, required HR processes, etc.).

F.   Successful Respondent is prohibited from submitting a substitute candidate during the interview process if the original candidate is no longer available. Successful Respondent may offer a replacement candidate, if the Purchase Order has been issued and the original candidate is no longer available.

G.   Duplicate submissions of a candidate may be disqualified, if one (1) or more Contract Holders submit the same candidate for the same competitive solicitation.

H.   Together with each resume submitted, Successful Respondent must submit a Right to Represent, signed by the proposed Worker, authorizing the Successful Respondent to submit Worker's resume for that solicitation. If multiple Contract Holders submit resumes and Rights to Represent for the same Worker for a given solicitation, then that Worker may be disqualified from consideration for the solicitation.

I.   DIR will not promulgate a standard candidate resume format/layout. Contract Holders may submit candidate resumes in desired company format/layout. DIR requires Successful Respondent to submit the approve DIR cover sheet with the candidate resume.

14.   HOURLY RATES

A.   The Successful Respondent shall quote hourly bill rates in response to Work Order Solicitation(s) during the term of this Contract. Hourly bill rates shall not exceed awarded NTE bill rates in this Contract. Hourly rates quoted in a particular Purchase Order shall remain valid for a period of time specified in the Purchase Order. Successful Respondent shall not increase its rates under any Purchase Order, including amendments/Purchase Order Change Notice (POCN) thereto, without the express prior written approval of Customer. In the event, that the Successful Respondent submits an hourly bill rate that exceeds the NTE bill rate in the Contract, the candidate will be submitted to the Customer with an hourly bill rate that is reduced to the NTE hourly bill rate in the Contract.

B.   All quoted hourly bill rates shall include all expenses associated with each candidate, including wages, benefits, DIR Cost Recovery Fee, usual living expenses and costs of commuting to and from the Customer's primary work site designated. Travel reimbursement may be allowed. See Section 7.C Payments and **Contract Section 4. F. Travel Expense Reimbursement**.

C.   Payment of work over forty (40) hours will be at the hourly rate quoted and must be coordinated and pre-approved through the Customer.

15.   SUCCESSFUL RESPONDENT SUSPENSION

A.   At any point under the Contract, DIR may issue a Notice of Intent to Suspend to any Contract Holder for failure to adhere to Contract requirements, including but not limited to the events listed below:

   1)   Successful Respondent or Successful Respondent's Worker(s) no longer holds necessary license(s) or certificate(s) required to perform the work under any Work Order;

   2)   Successful Respondent falsifies an invoice for services or travel reimbursement;

   3)   Successful Respondent violates the prohibition from contacting a Customer to discuss an "open" solicitation during the Work Order Solicitation; NOTE: The prohibition does not extend to marketing of services.

   4)   Successful Respondent or its Workers have engaged in practices prohibited in Article 7 Purchase Orders, Invoices, and Payments hereof; Article 9 Successful Respondent Responsibilities,; hereof; and Article 4 Intellectual Property Matters, in the Contract;

5) Successful Respondent or Successful Respondent's Worker commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Successful Respondent's performance under this Contract in accordance with its terms.

6)

16. SUBSTITUTION OF WORKERS

A. During the ITSAC process for Work Order Solicitations, Successful Respondent shall only submit candidates to DIR for the positions being solicited, not directly to the Customer.

B. If Customer determines a Worker does not meet the qualifications needed, has not followed applicable safety standards or for any other reason is unable to complete the assignment satisfactorily, Customer will direct Successful Respondent to resolve the complaint or remove its Worker immediately. If Successful Respondent is unable to resolve the complaint immediately or provide a satisfactory substitute Worker within seven (7) Days, the Purchase Order may be terminated and Customer may select another Contract Holder to finish the remaining work as outlined in the Work Order Solicitation

C. If a Worker no longer provides services for Successful Respondent, Successful Respondent shall have up to seven (7) Days to replace the Worker with a substitute Worker satisfactory to DIR and Customer. Successful Respondent shall use its best efforts to provide a substitute Worker at the same, or a lower rate than that charged for the replaced Worker's services. If the rate for the substitute Worker is higher than the rate charged for the replaced Worker's services and the higher rate is unacceptable to DIR or Customer, or if the Successful Respondent is unable to provide a satisfactory substitute Worker within seven (7) Days, the Purchase Order may be terminated and DIR or Customer may select another Contract Holder to finish the remaining work.

D. In the event the Worker cancels his/her obligation without cause prior to the original termination date, Customer may require the Successful Respondent to provide a replacement to complete the obligation that the departing individual did not fulfill. The replacement must be approved by Customer and will be provided at no charge for a time equal to five (5) Business Days, not to exceed ten (10) Days. This gratis period is to cover the cost to Customer of retraining the replacement individual on the internal Customer systems.

E. Except when a Worker leaves employment voluntarily, the Successful Respondent may not remove a Worker from a project without prior written consent of DIR and Customer.

F.   Successful Respondent is responsible to retrieve from all Workers as they transition from work on a Work Order, whether voluntarily or involuntarily, all keys, access cards, files, equipment and all other property and security devises that may have been issued to Worker by DIR's Customer and to deliver the items to the Customer.

17.   ITSAC PROTOCOL

A.   The Successful Respondent shall not hire employees of a Customer and offer such employees as Workers for a Work Order Solicitation on which that employee is currently participating. Unless an employee is released from employment, Successful Respondent shall not hire an employee of another Contract Holder providing Worker(s) to a Customer and offer such employee as Workers for a Work Order Solicitation on which that Worker is currently participating until such time as the Purchase Order under which that Worker was originally obtained has expired or been terminated. (Worker is responsible for contractual obligations to the Contract Holder that initially submitted the Worker to the Customer).

B.   Worker who is currently on Purchase Order to a Customer through the DIR ITSAC program will not be considered for additional Work Order Solicitations having overlapping timeframes. However, at the discretion of a Customer, Workers who are currently assigned to a Customer through the DIR ITSAC program may be considered for additional DIR ITSAC work from the same DIR Customer. Successful Respondent shall not submit the names of the same Worker for an overlapping time frame unless previously agreed to by the Customer.

18.   NON-SOLICITATION OF STATE EMPLOYEES

A.   Successful Respondent shall not solicit, directly or indirectly, any employee of DIR who is associated with this Contract for a period of ninety (90) calendar days following completion of the Contract. Further, Successful Respondent shall not solicit for a period of ninety (90) calendar days following completion of the Work Order, directly or indirectly, any employee of a Customer who has participated in any projects on which the Successful Respondent's Worker(s) have been assigned.

B.   DIR and its Customer agree not to solicit employees of the Successful Respondent, during the term of the appropriate Work Order, and for a period of ninety (90) calendar days thereafter.

19.   WARRANTY

The Customer has thirty (30) Days from the date of signature on the Successful Respondent Invoice to inform Successful Respondent of its determination that the Successful Respondent's Worker has made errors in completed work. Customer will immediately inform the Successful Respondent of the Customer's determination. Successful Respondent shall make corrections and

revisions as necessary to provide the Customer with an acceptable Work Product without cost to Customer. Correction is limited to rework of the unsatisfactory work without change to the original specifications and without regard to the amount of the effort expended on the original work.

20. NOTIFICATION

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three (3) Days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

21. CAPTIONS

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

Successful Respondent Contract No. _____

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR SERVICES

Successful Respondent Name

1   Introduction

A. Parties

This Contract for Information Technology Staff Augmentation services 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 *SUCCESSFUL RESPONDENT NAME* (hereinafter "Successful Respondent"), with its principal place of business at *SUCCESSFUL RESPONDENT ADDRESS*.

B. 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-445, on April 8, 2020, for Information Technology Staff Augmentation Contract (ITSAC) services. Upon execution of this Contract, a notice of award for DIR-CPO-TMP-445 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase 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 Historically Underutilized Businesses Subcontracting Plan;
    iv.   Exhibit E ITSAC Not-to-Exceed Rates;

    v.   Exhibit 1, Successful Respondent's Response to RFO DIR-CPO-TMP-445, including all Addenda;

    vi.   and Exhibit 2, RFO DIR-CPO-TMP-445, including all Addenda;

are incorporated by reference and constitute the entire agreement between DIR and Successful Respondent governing purchase transactions. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Exhibit E, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2   Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Successful Respondent, with two (2) optional one-year renewals. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party sixty (60) days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

3   Option to Extend

The Successful Respondent agrees that DIR may require continued performance, not including termination assistance, beyond the initial or any renewal Contract term, of any of the within described services at the rates specified in the Contract. 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 the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4   Service Offerings

Services available under this Contract are limited to information technology staff augmentation services as specified in Appendix C, Services and Pricing Index.

5   Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as limited by **Exhibit E ITSAC Not-to-Exceed Rates**, and shall include the DIR Administrative Fee.

Successful Respondent Contract No. _____

6   DIR Administrative Fee

A) The administrative fee to be paid by the Successful Respondent to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one percent (1.00%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $1,000.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Successful Respondent without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

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, CTPM, CTCM
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: hershel.becker@dir.texas.gov

If sent to the Successful Respondent:

Successful Respondent Representative
Company Name
Address
City, State Zip
Phone: ( ) -
Facsimile: ( ) -
Email:

8   Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

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

Successful Respondent Contract No. _____

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

SUCCESSFUL RESPONDENT NAME

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By:_____

Name: __Hershel Becker_____

Title: __Chief Procurement Officer_____

Date: _____

Office of General Counsel: _____

Exhibit A

Respondent Information

This form must be filled out in its entirety and signed by an officer or agent empowered to contractually bind the Respondent.

1)   Company Name: _____

2)   Comptroller of Public Accounts Respondent Identification Number: _____

3)   DUNS # or Federal Tax ID # _____

4)   Principal place of business

Address:
City:
State:
Zip Code:

5)   Facility responsible for servicing the contract

Address:
City:
State:
Zip Code:

NOTE: Respondents are encouraged to provide multiple contact persons in order to ensure critical information is received and acted upon timely. Updates to contact information should be provided throughout the duration of the procurement process. DIR is not responsible for a Respondent's failure to timely respond due to outdated contact information.

6)   Contact Person(s) regarding Respondent's Response to the RFO

Name:
Address:
City, State, Zip:
Phone Number:
Fax:
Email:

7)   Contact Person(s) responsible for contract negotiation (if different from above)

Name:
Address:
City, State, Zip:
Phone Number:
Fax:
Email:

8) <u>Officer or Agent empowered to contractually bind the Respondent: (if different from above)</u>

    Name:
    Title:
    Address:
    Phone Number:
    Fax:
    Email:

9) Indicate whether your company is a certified Historically Underutilized Business

    (HUB) with the State of Texas by the CPA.

    _____Yes   _____No

10) Year of incorporation:

11) **<u>Exceptions</u>**

(a) This section contains the format for Respondents to note any exception to any standard provision, term, or condition specified in the RFO. **Respondents should note that DIR expects each Respondent to comply with the requirements of this RFO as written, and to price its Response accordingly. DIR strongly discourages any Respondent from indicating that it does not agree or does not comply with a provision because the Respondent is unwilling to price it (for risk, liability, or any other reason).** An explanation as to why the Respondent **<u>cannot</u>** comply with the provision, term, or condition **and** why the proposed alternative language **<u>must</u>** be included in the Response. Examples of nonresponsive explanations include:

    (i) Referencing negotiation of revised language in another DIR or other state agency contract;
    (ii) Referring to an internal division's need for the revised language without a valid reason as to why the exception is necessary;
    (iii) Indicating the proposed language is "negotiable;" and
    (iv) Referencing an internal Respondent terms and conditions document.

(b) Exceptions must include:

    (i) RFO document title (RFO, SOW, etc.), section number, and section title;
    (ii) Explanation as to why Respondent cannot comply with the term or condition; and
    (iii) Proposed alternate language (redline).

(c) If Respondent fails to note any exception within its Response, Respondent may not be allowed to request an exception throughout the procurement process. No exceptions will be considered after negotiations or Contract Award.

(d) Refer to the table below. The column labeled "Location/Specific Section Reference" should be used to identify the specific RFO document and the location(s) (section number or other identifiable reference) within the RFO documents that the language addresses. The Respondent must provide, as a separate Microsoft Word document, a file entitled "ABC_Exceptions_Table.docx."

(e) **Respondents are encouraged not to request exceptions to standard contract terms and conditions; DIR, in its sole discretion, may or may not accept the Respondent's requested exceptions.** Exceptions will be one (1) factor considered by DIR in determining best value for the State.

(f) Prior to the final award of a Contract, DIR reserves the right to make changes to the Master Services Agreement. Should this occur, any Respondent selected for negotiations will be notified.

(g) If there are no exceptions, the Respondent shall explicitly state the Respondent takes no exception to any part of this RFO.

(h) **Any exception may result in the Contract not being awarded to the Respondent. DIR reserves the right to exclude a Respondent based upon the quality and substance of any exception(s).**

Location/Specific Section Reference	Objection/Issue	Proposed Alternative Language (redline)

In addition to completing the table above, Respondent shall include in its Response a red-lined version of Attachment 1 Standard Contract Terms and Conditions containing only those Exceptions specific to that document. Further, Respondent shall include a comment with each redline providing the above described explanation for why the redlined language is necessary and why the Respondent cannot comply with the original language.

12) **Respondent and Subcontractor Conflict of Interest Disclosure**

List below all current or former employees of Respondent and/or proposed Respondent personnel with conflict of interests as follows:

a) **NOTE**: Any current or former employees of Respondent who will spend twenty percent (20%) or more of their time on a contract resulting from this RFO and are current or former employees of the State of Texas within the past five (5) years; and

b) **NOTE**: Any proposed Respondent personnel assigned to work directly on any Contract to arise from this RFO twenty percent (20%) or more of their time who are related within two (2) degrees of consanguinity of any current or former employees of the State of Texas. Disclosure of former state employees may be limited to the last five (5) years.

Respondent Personnel:

Current or Former Employees who are current or former State employees (see NOTE a) above)	Respondent Personnel related to State of Texas Employees (see NOTE b) above)

Subcontractor personnel:

Current or Former Employees of Subcontractor(s) who are current or former State employees (see Note a) above)	Subcontractor Personnel related to State of Texas Employees (see Note b) above)

c) Respondent certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Respondent will complete the following information in order for the Response to be evaluated:

Name of Former Executive, Name of State Agency, Date of Separation for State Agency, Position with Respondent, and Date of Employment with Respondent.

13) **Proof of Financial Stability**

All Respondents responding to this RFO and all Respondents that will enter into a contract with DIR must be and remain current in payment of all taxes, including Sales and Franchise Taxes. In general, the Comptroller of Public Accounts must identify the Respondent to be "in good standing" and a Respondent with which the state is authorized to do business.

14) **Statement of Compliance**

A. Checklist for the RFO

(i) The following checklist is provided for the convenience of Respondents in their Response preparation process. It is not intended to represent an exhaustive list of the mandatory requirements for this RFO. Respondents must ensure that all mandatory requirements for this RFO are met, even if they are not included in this checklist. man

(ii) A completed checklist shall not be binding on DIR's administrative review for compliance with the mandatory Response contents specified in this RFO. As step one of the evaluation process, DIR will review all Responses to ensure compliance with the mandatory Response contents as specified in Section 3.7.1. of the RFO and reject any Response that does not comply.

(iii) **All Responses must be received by DIR on or before the date and time specified in Section 3.3.1 of this RFO. No late Responses will be reviewed.**

Item	Check
Responses must be submitted in the BidStamp VIS Portal	
Mandatory Response Contents	
Respondent Information – Exhibit A (this document)	
Respondent History and Experience – Exhibit B	
Contract Support Plan – Exhibit C	
HUB Subcontracting Plan Forms – BidStamp VIS Form (Print, sign, and upload)	

B. **Certification Statement**

The undersigned hereby certifies on behalf of *insert company name here* that DIR-CPO-TMP-445; has been read and understood. In submitting its Response *insert company name here* represents to DIR the following:

(i) Respondent is capable of providing the products and services as described in the RFO

(ii) Respondent is offering true and correct pricing and discounts for the products and services;

(iii) Respondent agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;

as of the date of signature below, Respondent is not listed in the prohibited Respondents list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit,*

Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control;

(iv)   Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;

(v)   Respondent certifies, under Texas Government Code, Sections 2155.004 and 2155.006, that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate;

(vi)   Respondent certifies that, to the extent applicable to this scope of this RFO, Respondent is in compliance with Health and Safety Code, Chapter 361, Subchapter Y, related to the Computer Equipment Recycling Program, and the related rules found at 30 TAC Chapter 328;

(vii)   Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response;

(viii)   Respondent has not received compensation for participation in the preparation of specifications for this solicitation as required by Texas Government Code, Section 2155.004(a);

(ix)   Respondent has not, nor has anyone acting for Respondent, violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(x)   Respondent is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate, and any Respondent subject to Section 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the Response, prior to award; .Enter the name and Social Security Numbers for each person below (alternatively, if this section applies, Respondent may make a note here and include Names and Social Security Numbers on a separate page and include it in the electronic folder labeled "Confidential and Proprietary."

Name	Social Security Number

(xi)   Respondent agrees that any payments due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xii)   Respondent agrees to comply with Texas Government Code, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas;

(xiii)   Respondent certifies it is in compliance with Texas Government Code, Section 669.003, relating to contracting with executive head of a state agency; if Section 669.003 applies, bidder will complete the following information for the bid to be evaluated:

Name of Former Executive:_____

Name of State Agency:_____

Date of Separation from State Agency:_____

Position with Bidder:_____

Date of Employment with Bidder:_____

(xiv) Respondent certifies for itself and its subcontractors that it has identified all current or former, within the last five (5) years, employees of the State of Texas assigned to work on the DIR Contract twenty percent (20%) or more of their time and has disclosed them to DIR and has disclosed or does not employ any relative of a current or former state employee within two (2) degrees of consanguinity, and, if these facts change during the course of the Contract, Respondent certifies it shall disclose for itself and on behalf of subcontractors the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;

(xv) Respondent represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety;

(xvi) Respondent certifies that if a Texas address is shown as the Principle Place of Business in Exhibit A, Respondent Information Form, Respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part I, Chapter 20;

(xvii) Respondent understands and agrees that Respondent may be required to comply with additional terms and conditions or certifications that an individual Customer may require due to state and federal law (e.g., privacy and security requirements); and

(xviii) Respondent agrees that these representations will be incorporated into any subsequent agreement(s) between Respondent and Customer that result from this RFO;

(xix) Respondent certifies that there have been ☐ **yes** / ☐ **no** canceled contracts in the past five (5) years. Note: If yes is checked, Respondent must complete **Exhibit A, Attachment 1** and submit with the Response;

(xx) Respondent represents and warrants as required by Texas Government Code section 2270.002, by executing this Contract, that Respondent does not, and will not during the term of this Contract, boycott Israel. Respondent further certifies that no subcontractor of the Respondent boycotts Israel or will boycott Israel during the term of this Contract. Respondent agrees to take all necessary steps to ensure this certification remains true during the term of this Contract; and

(xxi) Respondent certifies, under Texas Government Code, Section 2155.0061, that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.

_____

Signature of Officer or Agent empowered to contractually bind the Respondent

_____

Title

_____

Date

Exhibit A

Attachment 1

List of Respondent's Cancelled Contracts

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR ANY IDENTIFIED CONTRACT <u>CANCELLED WITHIN THE PAST FIVE (5) YEARS</u> REFERENCE AND SUBMITTED WITH THE RESPONDENT'S REQUIREMENTS SUBMISSION

RESPONDENT NAME: _____

COMPANY NAME	
COMPANY ADDRESS (Street, City, State, Zip Code)	
*CONTACT NAME / PHONE	
*E-MAIL	

CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:
DESCRIPTION OF SERVICE:		
REASON FOR CANCELLATION:		

COMPANY NAME	
COMPANY ADDRESS (Street, City, State, Zip Code)	
*CONTACT NAME / PHONE	
*E-MAIL	

CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:
DESCRIPTION OF SERVICE:		
REASON FOR CANCELLATION:		

* Note: Do NOT complete these fields if DIR is the Cancelled Contract Reference

Exhibit B
Respondent History and Experience

1)   Provide a detailed history of your company.

2)   Provide the number of years your company has sold the products/services requested in this RFO.

3)   Provide the number of years your company has sold the products/services requested in this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.

4)   Indicate whether Texas state agencies, local governments, independent school districts, and institutions of higher education have purchased the services listed in this RFO from your company within the last twelve (12) months.

    _____Yes   _____No

If yes, provide the entity names, total sales, and average hourly rate.

5)   Indicate whether your company holds a contract for use by public entities (state agencies, local governments, independent school districts, public universities) in any other states for the same products/services requested in this RFO.

    _____Yes   _____No

If yes, provide the entity names, total sales, and average hourly rate.

6)   Indicate whether your company holds a contract with any entity or consortium authorized by Texas law to sell the products and services requested in this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.

    _____Yes   _____No

If yes, provide the entity names, total sales, and average hourly rate.

7)   Indicate whether your company currently holds or has held a DIR contract(s) in the past five (5) years.

    _____Yes   _____No

If yes, provide the DIR contract number(s).

8)   Does your company hold another cooperative contract? (example: GSA, NASPO, TIPS, etc.)

    _____Yes   _____No

If yes, provide a list of the of your contracts and a link to the contract page.

END OF EXHIBIT B

Exhibit C

Contract Marketing and Support Plan

Respondent must provide a plan that describes the Respondent's ability and strategy for promoting and supporting the contract, if awarded. The plan must include the information listed below.

1) Describe your company's strategy for marketing and selling the services listed in this RFO to eligible DIR Customer Channels as specified below.

   A Contract Marketing Plan, as an example, would list the marketing elements Vendor would use like publishing on DIR website, email signature tag, Trade Publication Advertisements, social media, direct sales, etc.

   a. Texas State Agencies
   b. Public and Private Institutions of Higher Education
   c. Public and Private School Districts (K-12)
   d. Local Governments
   e. Assistance Organizations
   f. Public Hospitals
   g. Public Institutions outside of Texas

2) Describe your company's strategy for providing sales, order processing, and support of eligible DIR Customers throughout the State of Texas.

3) Provide the projected total sales of the services listed in this RFO that your company anticipates making to eligible DIR Customers within the next twelve (12) months. If available, show the projected sales breakdown between the following segments: State and Local Governments, Higher Education, and K-12.

4) If you have existing DIR contracts, explain how this contract will impact the marketing and support of your other contracts? How will your other contracts impact the marketing of this contract, should you receive an award?

5) Provide an overview of the management and customer relationship team that will be responsible for managing the State's relationship in the event of being awarded a contract. Address the following:

   a. Describe your company's geographical reach, teaming partners and subcontractors (if any), to include, at a minimum, locations of corporate and branch offices as well as locations where work is currently taking place. Explain how these locations and any proposed new locations will be used in the performance of this contract.
   b. Provide names, titles, prior account management experience for accounts of the State's size and type.
   c. Provide an organization chart identifying the chain of command for managing this contract, including resource sourcing responsibility, and organization components that support this contract. In a narrative, describe how the Vendor will manage the contract to ensure uninterrupted, high quality performance and overall contract effectiveness.

6) Describe the last event where your company promoted current DIR Contracts, if applicable.

7) Provide a sample of a Service Level Agreement (SLA) between you and DIR for DIR Customers

containing the following by not limited to:

a.   Reporting to be provided to DIR and when;

b.   On-boarding times;

c.   Order Tracking communications; and

d.   Follow-up process and timeline.

END OF EXHIBIT C

Sample HUB Subcontracting Plan

Complete an automated version of the HUB Subcontracting Plan in BidStamp.
Note: Vendors must also print, sign, and upload the signed HSP. (reference Vendor Guide Section 5.4)

HUB Subcontracting Plan (HSP)
QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> Texas certified HUB vendors, complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract.

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.

Section 2 c. - Yes

Section 4 - Affirmation

GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a <u>continuous contract</u>* in place for more than five (5) years <u>meets or exceeds</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract.

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.

Section 2 c. - No

Section 2 d. - Yes

Section 4 - Affirmation

GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a <u>continuous contract</u>* in place for more than five (5) years <u>does not meet or exceed</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract.

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.

Section 2 c. - No

Section 2 d. - No

Section 4 - Affirmation

GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.

Section 3 - Self Performing Justification

Section 4 - Affirmation

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*<u>Continuous Contract</u>: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- *11.2 percent for heavy construction other than building contracts,*
- *21.1 percent for all building construction, including general contractors and operative builders' contracts,*
- *32.9 percent for all special trade construction contracts,*
- *23.7 percent for professional services contracts,*
- *26.0 percent for all other services contracts, and*
- *21.1 percent for commodities contracts.*

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ - **Yes**   ☐ - **No**

c. Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

Enter your company's name here: _____   Requisition #: _____

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - *No*, I will not be subcontracting <u>any</u> portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>**do not**</u> have a <u>continuous contract*</u> in place for <u>**more than five (5) years**</u>.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>**more than five (5) years**</u>.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

> *__Continuous Contract__: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____   Requisition #: _____

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you **do not** have a <u>continuous contract</u>* in place for <u>more than five (5) years</u>.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u>* in place for <u>more than five (5) years</u>.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

*__Continuous Contract__: *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____   Requisition #: _____

SECTION 3: **SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

.

SECTION 4: **AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).

- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.

- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

_____	_____	_____	_____
Signature	Printed Name	Title	Date
			(mm/dd/yyyy)

Reminder:

➤ If you responded "Yes" to **SECTION 2**, **Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Item b.

➤ If you responded "No" **SECTION 2**, **Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

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Enter your company's name here: _____   Requisition #: _____

IMPORTANT: If you responded "*Yes*" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for <u>each</u> of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

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SECTION A-1: **SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: Description:

SECTION A-2: **SUBCONTRACTOR SELECTION**

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to <u>all</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract <u>no later than ten (10) working days</u> after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____   Requisition #: _____

IMPORTANT: If you responded "*No*" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: Description:

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

   - Yes (If *Yes*, continue to SECTION B-4.)

   - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you <u>MUST</u> comply with items <u>a, b, c and d</u>, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs <u>and</u> trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf**.**

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs <u>and</u> trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs <u>and</u> to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs <u>at least seven (7) working days</u> to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?	
			- Yes	- No
			- Yes	- No
			- Yes	- No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to <u>two (2)</u> or more trade organizations or development centers <u>in Texas</u> to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers <u>at least seven (7) working days</u> prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List <u>two (2)</u> **trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?	
		- Yes	- No
		- Yes	- No

Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: Description:

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	- **Yes**　- **No**		$	%
	- **Yes**　- **No**		$	%
	- **Yes**　- **No**		$	%
	- **Yes**　- **No**		$	%
	- **Yes**　- **No**		$	%
	- **Yes**　- **No**		$	%
	- **Yes**　- **No**		$	%
	- **Yes**　- **No**		$	%
	- **Yes**　- **No**		$	%
	- **Yes**　- **No**		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide <u>written</u> justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract <u>no later than ten (10) working days</u> after the contract is awarded.

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____ State of Texas VID #: _____

Point-of-Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ Phone #: _____

Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

   If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

   we must receive your bid response no later than _____ on _____ .

   Central Time   Date (mm/dd/yyyy)

   In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

   (A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: - Not Applicable

4. Bonding/Insurance Requirements: - Not Applicable

5. Location to review plans/specifications: - Not Applicable

Not to Exceed Rates

These rates represent the highest bill rate for each Title that a Contract Holder may propose in Response to a Customer solicitation. At no time under a Customer Purchase Order may a Contract Holder

NOTE: Areas shaded gray (Undefined Rows and the Specialist Level Column) are for use on Customer solicitations only. RFO Respondents are not required to submit any pricing rates at this time.

Category	Title	Intern Level 1 Hourly	Intern Level 2 Hourly	Intern Level 3 Hourly	Level 1 Hourly	Level 2 Hourly	Level 3 Hourly	Specialist Level Open Hourly Bill Rate
Applications / Software Development	DevOps Engineer	$ 36.98	$ 55.47	$ 73.95	$ 92.44	$ 121.86	$ 166.85	
	Systems Analyst	$ 39.28	$ 58.92	$ 78.57	$ 98.21	$ 119.20	$ 144.24	
	Applications Architect	$ 34.54	$ 51.80	$ 69.07	$ 86.34	$ 108.68	$ 149.51	
	Business Analyst	$ 34.31	$ 51.47	$ 68.62	$ 85.78	$ 98.21	$ 127.59	
	Cloud Solutions Architect	$ 46.47	$ 69.71	$ 92.94	$ 116.18	$ 137.36	$ 185.43	
	Artificial Intelligence/Machine Learning Engineer	$ 38.46	$ 57.70	$ 76.93	$ 96.16	$ 117.47	$ 142.12	
	Developer/Programmer Analyst	$ 20.40	$ 30.60	$ 40.80	$ 51.00	$ 62.64	$ 76.03	
	Enterprise Architect	$ 36.56	$ 54.84	$ 73.13	$ 91.41	$ 116.79	$ 151.54	
	Enterprise Resource Planning (ERP) Business Analyst	$ 25.35	$ 38.03	$ 50.70	$ 63.38	$ 80.00	$ 107.65	
	ERP Developer	$ 29.26	$ 43.88	$ 58.51	$ 73.14	$ 114.79	$ 167.84	
	Mobile Applications Developer	$ 36.56	$ 54.84	$ 73.13	$ 91.41	$ 115.80	$ 152.32	
	Technical Writer	$ 18.69	$ 28.03	$ 37.37	$ 46.72	$ 73.94	$ 93.79	
	Digital Product Manager	$ 40.62	$ 60.93	$ 81.24	$ 101.54	$ 137.07	$ 193.94	
	Software Engineer	$ 28.85	$ 43.27	$ 57.70	$ 72.12	$ 101.57	$ 147.35	
	Software Developer	$ 42.03	$ 63.05	$ 84.07	$ 105.08	$ 131.12	$ 144.24	
	Undefined Title: Applications/Software Development							
Data / Database Administration	Database Administrator	$ 39.28	$ 58.92	$ 78.57	$ 98.21	$ 119.20	$ 144.24	
	Data Analyst/Report Writer	$ 21.95	$ 32.92	$ 43.89	$ 54.87	$ 90.63	$ 147.25	
	Data Architect	$ 57.69	$ 86.54	$ 115.39	$ 144.24	$ 160.00	$ 179.60	
	Data Modeler	$ 28.01	$ 42.01	$ 56.01	$ 70.01	$ 110.71	$ 152.32	
	Data Scientist (Big Data Engineer)	$ 34.92	$ 52.38	$ 69.84	$ 87.30	$ 112.00	$ 142.24	
	Business Intelligence Analyst	$ 23.64	$ 35.46	$ 47.28	$ 59.11	$ 85.32	$ 121.86	
	Undefined Title: Data/Database Administration							
Web Development	Front-End Web Developer/Web Designer	$ 17.16	$ 25.74	$ 34.32	$ 42.89	$ 70.00	$ 117.43	
	Web Developer	$ 20.36	$ 30.55	$ 40.73	$ 50.91	$ 85.00	$ 123.38	
	Senior Web Developer	$ 31.91	$ 47.87	$ 63.82	$ 79.78	$ 103.04	$ 127.40	
	Web Administrator	$ 34.31	$ 51.47	$ 68.62	$ 85.78	$ 98.21	$ 119.20	
	Undefined Title: Web Developer							
Quality Assurance & Testing	QA Engineer - Automated	$ 24.03	$ 36.05	$ 48.06	$ 60.08	$ 77.68	$ 92.17	
	QA/Test Manager	$ 29.61	$ 44.42	$ 59.23	$ 74.03	$ 116.31	$ 144.95	
	QA Associate/Analyst	$ 19.59	$ 29.38	$ 39.17	$ 48.96	$ 59.73	$ 75.48	
	Undefined Title: Quality Assurance (QA) and Testing							
Networking / Telecommunications	Network Engineer	$ 23.40	$ 35.10	$ 46.80	$ 58.50	$ 86.36	$ 127.59	
	Wireless Network Engineer	$ 21.12	$ 31.68	$ 42.24	$ 52.80	$ 82.24	$ 145.20	
	Network Administrator	$ 34.31	$ 51.47	$ 68.62	$ 85.78	$ 98.21	$ 119.20	
	Telecommunications Manager	$ 29.27	$ 43.90	$ 58.53	$ 73.16	$ 90.00	$ 122.86	
	Telecommunications Specialist	$ 29.97	$ 44.95	$ 59.94	$ 74.92	$ 85.78	$ 98.21	
	Network Operations Center (NOC) Technician	$ 16.68	$ 25.02	$ 33.36	$ 41.70	$ 65.09	$ 96.52	
	Undefined Title: Networking/Telecommunications							
Security	Data Security Analyst	$ 36.71	$ 55.07	$ 73.43	$ 91.78	$ 105.08	$ 131.12	
	Security Administrator	$ 20.87	$ 31.31	$ 41.75	$ 52.19	$ 85.03	$ 122.69	
	Network Security Analyst	$ 42.03	$ 63.05	$ 84.07	$ 105.08	$ 131.12	$ 158.66	
	Network Security Engineer	$ 26.45	$ 39.67	$ 52.90	$ 66.12	$ 105.66	$ 123.91	
	Information Security Manager	$ 41.89	$ 62.83	$ 83.78	$ 104.72	$ 139.62	$ 174.53	
	IT Auditor	$ 36.71	$ 55.07	$ 73.43	$ 91.78	$ 105.08	$ 131.12	
	Undefined Title: Security							
Project Management	Project Manager	$ 39.28	$ 58.92	$ 78.57	$ 98.21	$ 119.20	$ 144.24	
	Project Lead	$ 35.35	$ 53.03	$ 70.71	$ 88.39	$ 125.96	$ 169.09	
	Program Manager	$ 41.04	$ 61.56	$ 82.08	$ 102.60	$ 120.87	$ 163.55	
	Agile Scrum Master	$ 27.31	$ 40.97	$ 54.62	$ 68.28	$ 109.68	$ 154.39	
	Agile Coach	$ 30.50	$ 45.76	$ 61.01	$ 76.26	$ 121.88	$ 167.65	
	Undefined Title: Project Management							

Category	Title	Intern Level 1	Intern Level 2	Intern Level 3	Level 1	Level 2	Level 3	Specialist Level
		Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Open Hourly Bill Rate
Technical Services, Help Desk & Operations	Support Technician	$ 15.83	$ 23.74	$ 31.65	$ 39.56	$ 58.00	$ 82.52	
	Help Desk Tier	$ 14.83	$ 22.25	$ 29.66	$ 37.08	$ 52.55	$ 65.75	
	Business Continuity Analyst	$ 42.03	$ 63.05	$ 84.07	$ 105.08	$ 112.00	$ 119.20	
	Product Support Analyst	$ 18.45	$ 27.67	$ 36.90	$ 46.12	$ 70.00	$ 101.93	
	Site Reliability Engineer	$ 30.00	$ 45.00	$ 60.00	$ 75.00	$ 85.62	$ 95.06	
	Instructor Trainer	$ 23.33	$ 34.99	$ 46.66	$ 58.32	$ 73.18	$ 91.75	
	Operations							
Information Technology Service Management (ITSM Operations)	Change Management Manager/ Organizational Change Management (OCM)	$ 24.64	$ 36.97	$ 49.29	$ 61.61	$ 100.00	$ 144.08	
	Process Improvement Manager	$ 24.35	$ 36.53	$ 48.70	$ 60.88	$ 92.82	$ 118.55	
	Undefined Title: ITSM Operation							
IT Marketing	Communication Coordinators	$ 15.72	$ 23.58	$ 31.43	$ 39.29	$ 45.68	$ 61.94	
	Customer Relationship Management (CRM)	$ 19.51	$ 29.26	$ 39.02	$ 48.77	$ 64.99	$ 98.48	
	Digital Marketing Analyst	$ 18.38	$ 27.58	$ 36.77	$ 45.96	$ 56.16	$ 72.63	
	Web Content Specialist/Manager	$ 17.66	$ 26.49	$ 35.32	$ 44.16	$ 85.00	$ 133.94	
	Undefined Title: IT Marketing							
Information Technology Contract Management	IT Contract Manager	$ 28.01	$ 42.01	$ 56.02	$ 70.02	$ 82.24	$ 120.83	
	IT Contract Administrator/Technician	$ 22.58	$ 33.87	$ 45.16	$ 56.45	$ 64.58	$ 73.90	
	IT Procurement Specialist	$ 26.18	$ 39.26	$ 52.35	$ 65.44	$ 74.92	$ 85.78	
	Undefined Title: IT Contracting and Procurement							

Descriptions of IT Staff Augmentation Contract (ITSAC) Titles

The following is a list of job categories and descriptions available through DIR's IT Staffing Services contracts.

Note About Internships

Internship positions are held by students and graduates looking to gain relevant skills and experience in a particular field. Employers benefit from these placements because they often recruit employees from their best interns, who have known capabilities, thus saving time and money in the long run. Customers may consider hiring an Intern for any Category Title using the following levels as a guideline:

- **Intern Level 1** – possesses raw knowledge and skillset through coursework with no work experience;
- **Intern Level 2** – possesses raw knowledge and skillset through coursework with some hands-on work experience;
- **Intern Level 3** – graduate level intern possessing raw knowledge and skillset through coursework and work experience as a returning intern or other work experience.

Applications/Software Development

DevOps Engineer

Works with IT developers to facilitate better coordination among operations, development, and testing functions by automating and streamlining integration and deployment processes. DevOps aims at coupling a tighter alignment between IT operations and businesses.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Systems Analyst

Understands business objectives and problems, identifies alternative solutions, performs studies and cost/benefit analysis of alternatives. Analyzes user requirements, procedures, and problems to automate processing or to improve existing computer system: Confers with personnel of organizational units involved to analyze current operational procedures, identify problems, and learn specific input and output requirements, such as forms of data input, how data is to be summarized, and formats for reports. Writes detailed description of user needs, program functions, and steps required to develop or modify computer program. Reviews computer system capabilities,

specifications, and scheduling limitations to determine if requested program or program change is possible within existing system.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Application Architect

Application architects are responsible for designing, developing and implementing applications for computer systems. They must direct the development process from conception to completion and oversee the efforts of all associated technical staff.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

Business Analyst

Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Experienced with business process reengineering and identifying new applications of technology to business problems to make business more effective. Familiar with industry standard business process mapping, and reengineering. Prepares solution options, risk identification, and financial analyses such as cost/benefit, ROI, buy/build, etc. Writes detailed

description of user needs, program functions, and steps required to develop or modify computer programs.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area as a senior Business Analyst (Technical). Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. 2+ years of experience as a data analyst analyzing raw data using Excel, Tableau, etc.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. Min 5 years of experience, served as a liaison between the Business community and Customer IT Teams (i.e., Architecture, Project Delivery, Application Sustain, etc.). Strong experience as a Data Analyst in analyzing raw data, and as a Business Analyst in requirements gathering, understanding technology, and any project management experience with PMP are a huge plus.

Cloud Solutions Architect

The cloud architect is responsible for the cloud computing initiatives within an organization and for directing the architectural aspects of a cloud brokering team across all aspects of IT and the business. Responsible for the planning and engineering of an organization's cloud computing infrastructure and applications. Implements and designs hardware and software. Familiar with standard concepts, practices, and procedures of cloud technology, including Software as Service (SaaS), Platform as Service (PaaS), or Infrastructure as a Service (IaaS).

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

Artificial Intelligence/Machine Learning Engineer

Enhances data collection procedures to include information that is relevant for building analytics and machine learning systems. Processing, cleansing, and verifying the integrity of data used for analysis. Doing ad-hoc analysis and presenting results in a clear manner. Focused on generating, maintaining and delivering detailed and accurate reporting on the information gathered and reported by artificial intelligence systems, with the goal of maximizing ROI from the rush of new data generated.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

Developer/Programmer Analyst

Plans, develops, tests, and documents computer programs, applying knowledge of programming techniques and computer systems. Evaluates user request for new or modified program, such as for financial or human resource management systems, clinical research trial results, statistical study of traffic patterns, or analyzing and developing specifications for bridge design, to determine feasibility, cost and time required, compatibility with current system, and computer capabilities. Consults with user to identify current operating procedures and clarify program objectives. Formulates plan outlining steps required to develop program, using methodologies such as structured analysis and design or object-oriented development.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

Enterprise Architect

Responsible for translating the client's business requirements into specific systems, applications or process designs with interlocked financial modeling for very large complex technical solutions. Analyzes customer service requirements and designs service solutions to meet those objectives. Primary expert to construct the specific solution, scope document, risk profile, and corresponding financials. Maintains and utilizes detailed industry and internal services knowledge in the construction of industry-leading services solutions, including expert working level knowledge of the processes, technologies, and people components involved in the services arena. Uses expertise to construct specific and detailed solutions that encompass process, technology, and staffing plans for customer sales opportunities. Constructs risk assessments and corresponding remediation plans relative to complex services proposals. Participates in the construction of detailed financial models that align with complex services proposals. Composes Statement of Work or other documents, using departmental automation tools as available, to craft detailed and accurate deliverables that specify processes, technology, staffing, and project management involved in proposed services solutions. As needed, provide a "trusted expert advisor" role as a Subject Matter Expert for technical services, to both internal and external customers, ranging from formal advice to internal and external customer presentations. Follow all organizational Standard Operating Procedures relative to cost modeling, approvals and reviews, and all other associated workflow and deliverables.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

Enterprise Resource Planning (ERP) Business Analyst

Assist with developing and maintaining a company's Enterprise Resource Planning (ERP) applications by customizing and configuring the workflow, the analyst can ensure proper integration of the server/client application. Conduct application fit-gap analysis with assistance of packaged application specific technical resources.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

ERP Developer

Reviews, analyzes, and modifies the programming systems including encoding, testing, and debugging to support an organization's Enterprise Resource Planning (ERP) applications. Ensures that software can be completely integrated into the ERP system. Coordinates software integration and maintains technical documentation.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

Mobile Applications Developer

Create, maintain and implement the source code to develop mobile apps and programs that meet the needs and requirements of the clients using the computer programming languages.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and

judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

Technical Writer

Develops and maintains user and technical documentation and project process documentation for Application Teams. Understands the user's view of applications and/or technology and is able to put procedures in a logical sequence. Provides expertise on technical concepts of applications and /or user groups and structuring procedures in a logical sequence, due to a broad understanding of the applications. Writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of uses. May be responsible for coordinating the display of graphics and the production of the document.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Digital Product Manager

Responsible for building, implementing and managing software or digital products, taking into account life-cycle considerations and an audience. Governs a product from its inception to customer delivery and service in order to maximize customer expectations.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required.

Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

Software Engineer

Develops software solutions by studying information needs, conferring with users, and studying systems flow, data usage, and work processes. Investigates problem areas. Prepares and installs solutions by determining and designing system specifications, standards, and programming.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

Software Developer

Researching, designing, implementing and managing software programs. Testing and evaluating new programs. Working closely with other developers, UX designers, business and systems analysts.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

Undefined Title: Applications/Software Development

Customer defined title, position, job description, and experience level. This Undefined Position does not have an associated Not to Exceed rate. Customers must competitively solicit DIR ITSAC Vendors in accordance with threshold requirements and negotiate rates directly with Vendor.

Data/Database Administration

Database Administrator

Enters codes to create production data base. Selects and enters codes of utility program to monitor database performance, such as distribution of records and amount of available memory. Directs programmers and analysts to make changes to data base management system. Reviews and corrects programs. Answers user questions. Confers with coworkers to determine impact of data base changes on other systems and staff cost for making changes to data base. Modifies data base programs to increase processing performance, referred to as performance tuning. Workers typically specialize in one or more types of data base management systems. Providing assistance in the planning, development, maintenance, and monitoring of integrated database systems, and ensuring that the conceptual and design phases of new applications are consistent with the structural parameters within the database environment.

Evaluates users' requests for new data elements and systems, incorporates them into the existing shared data environment, and provides technical assistance. Coordinates the use of data to ensure data integrity and control redundancy, loads databases, and reorganizes as needed. Performs data modeling and prototyping. Performs logical and physical data modeling, designs relational database models, and creates physical data models from logical data models. Performs security recovery procedures. Determines and implements database search strategies and storage requirements. Maintains data dictionary ensuring uniformity of definitions and sets standards for use of data dictionary. Monitors database performance and recommends efficiency improvements. Creates test database environment for applications section, including the creation of necessary libraries and procedures.

Executes the procedures necessary to save, retrieve, and recover databases from hardware and software failures within established procedures. Assists with determining, implementing, and enhancing standards on database security and with monitoring agency disaster recovery procedures and systems. Assists with the installation of database software and with analyzing, designing, and implementing databases. Assists in benchmarking and threshold testing of databases and with establishing and controlling necessary database security. Assists in the selection of database management software. Experience in computer systems analysis or computer programming work.

Knowledge of the principles, practices, and techniques of computer programming and systems design; of computer operations, systems, and procedures; of project control and cost estimating techniques;

of computer programming languages; of data processing flowcharting techniques; of database structures and theories; and of current database technologies.

Has working knowledge of EIR Accessibility standards and assistive technologies. Ensures that user interfaces for database administration and inputting, viewing, outputting data(via reports) are compliant with accessibility standards. Provides support to users in obtaining data / information when EIR Accessibility issues arise.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Database Architect

Designs and builds relational databases. Develops strategies for data acquisitions, archive recovery, and implementation of a database. Cleans and maintains the database by removing and deleting old data. Must be able to design, develop and manipulate database management systems, data warehouses and multidimensional databases. Requires a depth and breadth of database knowledge that shall help with formal design of relational databases and provides insight into strategic data manipulation. Responsible for making sure an organization's strategic goals are optimized through the use of enterprise data standards. This frequently involves creating and maintaining a centralized registry of metadata.

Has working knowledge of EIR Accessibility standards and assistive technologies. Ensures that all user interfaces for database administration and inputting, viewing, outputting data(via reports) are compliant with accessibility standards

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
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Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Data Modeler

Systems Analysts who design computer databases that translate complex business data into usable computer systems. Data Modelers work with data architects to design databases that meet organizational needs using conceptual, logical, and physical data models.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Data Scientist (Big Data Engineer)

A data scientist (big data engineer) is someone who makes value out of data. Such a person proactively fetches information from various sources and analyzes it for better understanding about how the business performs and builds AI tools that automate certain processes within the company.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Business Intelligence Analyst

Analysts use data to figure out market and business trends for companies to increase profits and efficiency. They may work directly for a company or as a consultant. They able to look at large chunks of data and understand trends, and then communicate those trends to the company.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Data Analyst/Report Writer

Data reporting analysts transform data into information that can be utilized to make business decisions and actions. Their work involves acquiring data from other sources, creating reports on a regular basis, correcting any code issues, and ensuring that databases remain error-free and organized.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Undefined Title: Data/Database Administration

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Web Development

Front-End Web Developer/Web Designer

Programmers who specialize in website design. Front End Developer duties include determining the structure and design of web pages, striking a balance between functional and aesthetic design and ensuring web design is optimized for smartphones.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Web Developer

Writing well designed, testable, efficient code by using best software development practices. Creating website layout/user interfaces by using standard HTML/CSS practices. Integrating data from various back-end services and databases.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Senior Web Developer

Communicating with clients to determine website specifications, creating schedules and providing quotes, writing code, working with a team of designers and content writers, as well as assisting with recruitment and training of all new junior web developers.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Web Administrator

Maintains hardware and software critical to the functionality of the organization's Internet/intranet. Monitors usage and performance, creates and maintains backups, and troubleshoots and resolves issues as they arise.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Undefined Title: Web Development

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Quality Assurance (QA) and Testing

QA Engineer Automated

QA automation engineers design automated tests by creating scripts that run testing functions automatically. This includes determining the priority for test scenarios and creating execution plans to implement these scenarios. Designing documentation for automated processes.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

QA/Test Manager

The role of the software test manager is to lead the testing team. Test Manager plays a central role in the Team. The Test Manager takes full responsibility for the project's success. The role involves quality & test advocacy, resource planning & management, and resolution of issues that impede the testing effort.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required.

Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

QA Associate/Analyst

Investigate and diagnose quality complaints, track down components, and recommend corrective actions. Verify logs, databases, and other data to track and flag quality concerns and improvements.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Networking/Telecommunications

Network Engineer

Responsible for installing networking technologies and supporting networks. Performs highly complex network engineering work. Data engineer that operates, monitors and manages network infrastructure. Responsible for the design, implementation, management and operational support of Network Infrastructure. Assesses existing network configurations and makes recommendations based on product specifications. Configures equipment and software to meet business needs, trains others on the solution, and documents the solution for ongoing support. Functions as part of a team on larger projects, or individually provides the services on support visits or smaller projects. Provides technical support and assists with the design of network solutions. Requires experience in the technical services and support field as well as experience in network administration (DHCP, DNS, routers, firewall, etc.).

- **Level 1:** 1- 5 years experience. Responsible for Network Infrastructure support. Work includes monitoring the Network bandwidth utilization, installation, configuration, repair and maintenance. Experience with TCP/IP, UDP, DHCP, DNS, MPLS, SONET, DWDM, EIGRP, BGP,

HSRP, FTP, SFTP, STP, RSTP, TACACS+, ACS, RADIUS, RSA, SecureID, and SNMP monitoring and reporting Works with all Network Monitoring tools, makes changes and recommendations for updating tools and/or adding new tools.

- **Level 2:** More than 5 years experience supporting enterprise network IT infrastructure design, implementation, operational maintenance & support.   Hands on experience with IP subnetting, Telnet/SSH Clients, Raritan or Terminal Server Remote Access, ServiceNow, COS, VoIP and MPLS technologies, and Cisco network software (COS/IOS), inventory/maintenance tracking and vendor support case handling; as well as with Cisco routers and Catalyst/Nexus switches, F5 load balancers and Infoblox DHCP/DNS. Proficient with network monitoring & administration tools such as Solar Winds, Splunk, Tivoli Netcool/Omnibus, NNMi, Netscout Infinistream and various Protocol Analyzers and with Microsoft Office suite including Visio for network diagramming and documentation is a big plus.

Wireless Network Engineer

Installing, configuring and maintaining wireless network equipment, network management and security including 802.11 b/g/n/ac standards and industry best practices for implementing high-density WIFI solutions.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Network Administrator

Install, configure, and support an organization's local area network (LAN), wide area network (WAN), and Internet system or a segment of a network system. Maintain network hardware and software. Monitor network to ensure network availability to all system users and perform necessary maintenance to support network availability. May supervise other network support and client server specialists and plan, coordinate, and implement network security measures. Coordinate the development, implementation, and maintenance of a local area network or wide area network. Maintains the network's physical and logical structures, including network connections. Maintains network support software, analyzes user support statistics, and recommends appropriate measures. Installs, tests, and maintains network hardware and software. Prepares and analyzes statistics on network utilization and availability. Prepares training courses and provides user support and training

in the use of available hardware, software, and utilities. Performs tuning and capacity planning activities to enhance the performance of the network resources.

Assists in maintaining the network's physical and logical structures and in installing and testing hardware and software. Assists in performance tuning and capacity planning activities to enhance the performance of the network resources and in maintaining network support software. Assists in or conducts product evaluations of upgraded or new hardware and software and identifies strengths, weaknesses, and potential benefits to the agency. Assists in maintaining the operating system and security software utilized on the network, including the addition of new users to the network and establishment of rights and privileges. Experience in local or wide area network work. Knowledge of network facilities and data processing techniques; of personal computer hardware and software; of network operating system and security software; and of performance monitoring and capacity management tools.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Telecommunications Manager

Plan, devise, build, configure and commission telecommunications equipment, networks, and systems, including voice, data, satellite, microwave, digital data systems, etc. Managers maintain records on installation, resolution of issues, and replacement of equipment and parts.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Telecommunications Specialist

Focus on the interaction between computer systems, communication methods, and devices. They design video, data, and voice communication systems. They may oversee the installation and maintenance of these systems, including their repair and testing.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Network Operations Center (NOC) Technician

Oversee complex network components and are responsible for network management. They perform troubleshooting on a daily basis. To be specific, a NOC is a central location from which IT support technicians administer, monitor, fix, and maintain client networks.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Undefined Title: Networking/Telecommunications

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Security

Data Security Analyst

Responsible for installing and uninstalling various security programs These programs often protect sensitive data using firewalls and data-encryption technology, and they must be updated on a regular basis to remove bugs and add new features.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Security Administrator

Configuring security systems, analyzing security requirements, and recommending improvements. Monitoring network traffic for suspicious behavior. Creating network policies and authorization roles and defending against unauthorized access, modifications, and destruction.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Network Security Analyst

A network security analyst ensures that information systems and computer networks are secure. This includes protecting the company against hackers and cyber-attacks, as well as monitoring network traffic and server logs for activity that seems unusual. Additionally, these analysts are responsible for finding vulnerabilities in the computer networks and creating recommendations for how to minimize these vulnerabilities. The network security analyst investigates security breaches, develops strategies for any security issues that arise, and utilizes the help of firewalls and antivirus software to maintain security.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Network Security Engineer

Responsible for the provisioning, deployment, configuration, and administration of many different pieces of network and security-related hardware and software. These include firewalls, routers, switches, various network-monitoring tools, and virtual private networks (VPNs).

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Information Security Manager

Coordinate and execute security policies and controls, as well as assess vulnerabilities within a company. They are responsible for data and network security processing, security systems management, and security violation investigation.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

IT Auditor

Responsible for the internal controls and risks of a company's technology network. This role includes identifying the weaknesses in a systems network and creating an action plan to prevent security breaches in the technology.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Undefined Title: Security

Customer defined title, position, job description, and experience level. This Undefined Position does not have an associated Not to Exceed Rate. Customers must competitively solicit DIR ITSAC Vendors in accordance with threshold requirements and negotiate rates directly with Vendor.

Project Management

Project Manager

Project managers are the people in charge of a specific project or projects within a company. As the project manager, your job is to plan, budget, oversee and document all aspects of the specific project you are working on. Project managers might work by themselves or be in charge of a team to get the job done.

- **Level 2:** 3- 7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. Minimum of three (3) years of progressive broad-based information systems, system integration and project delivery experience. Experience working with external vendors and/or Quality Assurance efforts a plus.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. Certification in Project Management by a recognized project management organization or Scrum Master a plus.

Project Lead

Responsible for the planning, coordination, requirements gathering, business analysis, specifications development, project planning, project monitoring, and project status reporting and system implementation of moderate to complex business solutions.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Program Manager

Organizing programs and activities in accordance with the mission and goals of the organization. Developing new programs to support the strategic direction of the organization. Creating and managing long-term goals. Developing a budget and operating plan for the program.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Agile Scrum Master

Responsible for monitoring the scrum processes and scrum meetings. He increases his team efficiency, motivates his team, spins, argues for changes that will ensure quality and timeliness. He ensures observance of DoD (Definition of done).

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Agile Coach

Help train corporate teams on the agile methodology and oversee the development of agile teams to ensure effective outcomes for the organization. They are responsible for guiding teams through the implementation process and are tasked with encouraging workers and leadership to embrace the agile method.

- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Undefined Title: Project Management

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Technical Services, Help Desk and Operations

Support Technician

Maintains, analyzes, troubleshoots, and repairs computer systems, hardware, and computer peripherals. Documents, maintains, upgrades or replaces hardware and software systems. Supports and maintains user account information including rights, security, and systems groups. Performs basic operation, monitoring, installation, trouble shooting, relocations, or maintenance of communications equipment. Identifies and resolves basic communications problems. Prepares or assists in the preparation of service record documentation. Shows awareness of standards and regulatory requirements related to assigned tasks.

Assists in monitoring and providing assistance on the use and interface of systems, subsystems, and software applications. May be responsible for accessing data from and transferring data to various local, state, or federal databases. May assist in the review and recommendation of the procurement and inventory of information resources hardware or software. May write and update personal computer and mainframe application programs. Experience in automated data processing systems. Knowledge of the practices, principles, and techniques of computer operations, of information systems, of computer software and hardware, and of information security policies and procedures. Skill in the use and support of personal computers, in the use of applicable programs and systems, and

in troubleshooting information systems. Ability to operate information technology systems, to communicate effectively, and to train others.

Provides assistance in the design, development, and maintenance of various system applications. Provides technical assistance and support for applications and hardware problems. Installs, maintains, moves, and assists in testing and upgrading new and existing hardware/software. Reviews and recommends procurement of information technology equipment. Maintains the necessary security controls over software. Makes presentations and briefings for training sessions. Prepares briefings, reports, and evaluations on system efficiency and utilization. May be responsible for accessing data from and transferring data to various local, state, or federal databases.

Installs, maintains, moves, and assists in testing and upgrading new and existing hardware and software. Reviews and recommends procurement of information technology equipment. Maintains the necessary security controls over software. Develops procedure manuals. Develops and makes presentations and briefings for training sessions. Prepares briefings, reports, and evaluations on systems efficiency and utilization. May supervise the work of others.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Help Desk

Provide technical assistance to computer system users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Answer questions or resolve computer problems for clients in person, via telephone or from remote location. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.

Provide service and preventive maintenance activities on terminals, printers, personal computers, etc. Basic knowledge of electrical/mechanical principles and basic electronics. Read and comprehend technical service manuals and publications. Knowledge of basic mathematics to read and understand various gauges, meters, and measurement devices. Able to diagnose and repair products by replacing

worn or broken parts and making technical adjustments. Makes appropriate use of reference publications and diagnostic aids in resolving technical problems. Strong communication skills.

Assist in coordination of changes, upgrades and new products, ensuring systems shall operate correctly in current and future environment. Provide accurate and complete answers to general use and administrative environment questions in a timely manner. Implement shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors. Communicate accurate and useful status updates. Manage and report time spent on all work activities. Ability to work in a team environment.

Proven working experience in providing help desk support. Has a basic understanding of ITSM practices along with working knowledge of help desk software, databases and remote control. Able to receive calls and inquiries, provide support in accordance with established processes and document incidents and remedies. Must be great communicators and be able to translate their technical knowledge into actionable direction.

Has a basic understanding of EIR Accessibility and assistive technologies used by people with disabilities. Understands protocols for communicating with customers requiring special assistance to obtain required or requested information.

- **Level 1:** 1-3 years of experience in the field or in a related area. Handle Tier 1 help desk escalations through tickets or phone. Follow up on outstanding requests and ensure timely resolution. Create accounts and configure hardware as part of on-boarding process. Support audio and video equipment in conference rooms.
- **Level 2:** 4-7 years of experience in the field or in a related area. Provides the second level of support to end users by handling service requests that have been escalated by lower tiers. Support will be provided onsite, remotely, over the phone, or via email. They will be required to develop solutions for network, desktop, and server problems.
- **Level 3:** 8 or more years of experience. Provides the highest level of support to end users by handling service requests that have been escalated by lower tiers. Support will be provided onsite, remotely, over the phone, or via email. They will be required to develop solutions for complex network, desktop, and server problems.

Product Support Analyst

Evaluate failures, bugs, systemic problems, and hardware and report on necessary steps. Consider site-specific information like hardware, operating system, and user requirements to appropriately resolve problems. Install applications, hardware, parts, and/or equipment. Product Support Analyst common tasks include: troubleshoot, diagnose and repair product and service concerns; contribute to and use knowledge base; communicate ongoing problems and fixes internally and with customers; report on product and service problems; and guide customers on product features, product selection and configuration and implementation.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Business Continuity Analyst

Prepare companies for the event of blackouts or disasters in which company information could be lost. They analyze potential risks and losses and design, test and implement recovery plans.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Site Reliability Engineer

Responsible for availability, latency, performance, efficiency, change management, monitoring, emergency response, and capacity planning." Site reliability engineers create a bridge between development and operations by applying a software engineering mindset to system administration topics.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Instructor Trainer

Responsible for preparing, conducting, and evaluating technical training programs. Writes literature and materials to be used in programs and designs exercises to enhance lectures. Shall deliver on-site and web-based training courses covering any number of software solutions.

Leads development of infrastructure for information delivery, as well as taking part in the writing and maintenance of training material and supplementary technical documentation. Creates instructor materials (course outlines, background material, instructional materials, and training aids), as needed for different COTS Products/Current IT-Driven in-house solutions as well as desktop support processes, i.e. Remote Access Systems, RAS step by step procedure. Assists with formatting training materials created by other DIR Staff as requested. Determines needs and develops plans to meet the need of customers. Assists in design of computer-based and multimedia curriculum. Shall be planning, directing and undertaking classroom training, electronic learning, multimedia programs, and other computer-aided instructional technologies, simulators, conferences and workshops. The trainer will manage the training program in accordance with business needs, regulatory requirements, and Quality Management System. Help staff with their productivity reporting both within and without the agency. Researches and recommends vendors and costs for various training methods including: training classes from outside vendors; books; readymade training guides; computer or web based training. Stay current with developments in computer training field, especially alternative media/methods for instruction.

This instructor uses a computer to organize and draft a curriculum that breaks a complex subject into blocks or units of instruction, creates graphics, and integrates them into curriculum. Courses may be instructor based, computer-based, simulator based, interactive, or non-interactive. This instructor also teaches short technical courses in accordance with approved curriculum to maintain proficiency and to evaluate and develop new instructional techniques/courses. Job duties also include the following: incorporation of new curriculum in the teaching process (e.g., develops clarification or examples of application related to the subject matter), development and maintenance of classroom techniques that reflect professionalism and good discipline and enhance teaching, development of alternative teaching techniques and scenarios to maintain high motivation and interest in the subject areas, and while acting as the testing officer, the conducting of test analysis and development or revision of test items.-The Training Specialist is primarily responsible for working with a team of Training Specialist in technical and system curriculum delivery, revision and maintenance.

This specialist will gather, analyze, translate and compose technical information into clear, readable materials to be used by technical and non-technical personnel. Collect data and analyze audiences and training needs, based on new business processes and policies, and apply these into successful training delivery. This specialist will teach technical courses in accordance with approved curriculum to maintain proficiency and to evaluate and develop new instructional techniques/courses.

Has a basic understanding of EIR Accessibility and assistive technologies used by people with disabilities. Understands protocols for communicating with customers requiring special assistance to obtain required or requested information.

- **Level 1:** Minimum 3 to 5 years of training work experience delivering technical training. Minimum 3 years of experience conducting classes regarding software solutions, IT security, IT system installation, software programming, system maintenance, and repair of software, operational support best practices, and equipment. Experience with web-based learning management systems and e-Learning authoring tools. Expert knowledge of MS Office Suite 2010 (Word, Excel, PowerPoint, Outlook). A high degree of aptitude and flexibility to deliver training on a myriad of software products. Experience in delivering technical training in cloud-based technology is a plus.
- **Level 2:** Minimum 5 to 8 years of experience designing, developing and implementing training curricula. Develop training programs, including web-based and instructor led courses, job-aids, videos, etc. Minimum 5 years of experience conducting classes regarding standard operating procedures of various software solutions, IT security, IT system installation, software programming, system maintenance, and repair of software, operational support best practices, and equipment. Experience with web-based learning management systems and e-Learning authoring tools. Expert knowledge of MS Office Suite 2010 (Word, Excel, PowerPoint, Outlook). A high degree of aptitude and flexibility to deliver training on a myriad of software products. Experience in delivering technical training in cloud-based technology is a plus.
- **Level 3:** 8 or more years of experience designing, developing and implementing training curricula. Develop training programs, including web-based and instructor led courses, job-aids, videos, etc. Minimum 5 years of experience conducting classes regarding standard operating procedures of various software solutions, IT security, IT system installation, software programming, system maintenance, and repair of software, operational support best practices, and equipment. Experience with web-based learning management systems and e-Learning authoring tools. Expert knowledge of MS Office Suite 2010 (Word, Excel, PowerPoint, Outlook). A high degree of aptitude and flexibility to deliver training on a myriad of software products. Experience in delivering technical training in cloud-based technology is a plus.

Undefined Title: Technical Services, Help Desk and Operations

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Information Technology Services Management (ITSM Operations)

Change Management Manager/Organizational Change Management (OCM)

The primary role and responsibility of OCM analyst is to schedule, plan and execute releases, develop release plans, oversee release milestones, monitor related dependencies, manage risks and issues to ensure timely resolution. Executes project-level change strategies, including the measurement of change readiness and long-term sustainability. Assists in planning and designing business processes; assists in formulating recommendations to improve and support business activities. The analyst ensures the successful project delivery, long-term sustenance and continuous process improvements. Assists in creating basic test scenarios to be used in testing the business applications in order to verify that client requirements are incorporated into the system design. The OCM analyst works closely with the risk managers, application development team, quality assurance team, and other technology partners (DBAs, SAs, etc) to provide complete the IT Operations' tasks. The activities are creating change ticket, performing application releases, automate production release process, create reports/status updates, refresh environments for testing and scheduling/coordinating infrastructure activities. Manages scope - review changes with the Customer Director/Manager or the Program Manager, then resolve and document those changes with the product owners. Coordinates testing and communication strategies. Manages RFC documentation, make copies and files as needed. Tracks and reports on delinquent RFC completion status reporting; obtains data from RFC submitters. Reports status of each RFC.

Experience in being a team player in change management process. Possess in depth knowledge of each line of business in order to anticipate necessary changes in related to training, communications, stakeholder buy-in, behavioral change to facilitate successful implementation of software applications and systems.

Understands EIR Accessibility requirements and their technical specifications. Ensures the EIR Accessibility is integrated into the project lifecycle at the appropriate points (planning, design, development, test, etc.) and ensures that resources are included to implement EIR accessibility within the project.

- **Level 1:** Overall experience of 2 to 5 years of experience in IT operations with solid Change Management knowledge. At least 2 years of experience in change management background, based on ITIL principles and practices. In addition, good knowledge on other ITSM processes. Proven service management background based on ITIL principles and practices. Prosci or Change Management Advance Practitioner (CMAP) credential (preferred).
- **Level 2:** Overall experience of 4 to 7 years of experience in IT operations with solid Change Management knowledge. At least 3 years' experience in change management background, based on ITIL principles and practices. In addition, good knowledge on other ITSM processes. Minimum 3 years of experience maintaining rigorous check points while constantly and consistently ensuring projects stay on time, within budget and meets quality standards.

Coordinates testing and communication strategies. Proven service management background based on ITIL principles and practices. Prosci or Change Management Advance Practitioner (CMAP) credential (preferred)"

- **Level 3:** 7 or more years of experience in IT operations with solid Change Management knowledge. At least 5 years' experience in change management background, based on ITIL principles and practices. In addition, good knowledge on other ITSM processes. Minimum 3 years of experience maintaining rigorous check points while constantly and consistently ensuring projects stay on time, within budget and meets quality standards. Coordinates testing and communication strategies. Proven service management background based on ITIL principles and practices. Prosci or Change Management Advance Practitioner (CMAP) credential (preferred)"

Process Improvement Manager

Identify, create, and participate in the implementation of business process improvements, enabling tools, and systems that deliver tangible value. Advisor on projects, offering solution-design support and best practices for process management.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Undefined Title: ITSM Operations

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IT Marketing

Communications Coordinators

Effectively manage the brand 'Customer' through cooperative relationships with internal management and staff and external vendors, the news media, etc. by reinforcing the importance of branding,

effective communication and the need for consistent branding and communications. Coordinate with Customer leadership, executives and staff to gather information about identified news-worthy events/activities/happenings for publication on website, social media, etc. Ensure consistency of the organization's message and brand identify among all communication mediums. Review all Elwyn external communications (newsletters, etc.) for consistent messaging, branding, etc. and coordinate production and distribution, identifying photo opportunities as needed. Segment lists based on buyer personas, targeted verticals, and behaviors like past email engagement and website interactions (content downloads, site page visits, etc.). Develop a presence and a working relationship with Customer management and staff to be seen as a required resource for communicating with the public. Assist in developing, organizing, creating and publicizing press packets, articles, promotional materials etc. Works with vendors to deliver specialized tactics such as event planning, Web/podcasts, and video production.

Create, implement and evaluate communications strategies and plans that align with the organization's strategic plan. Creates goals and set measurable objectives. Monitors effectiveness and trends, ensures message accuracy, analyzes and applies market research. Provides communications support via strategic planning, project implementation and post-implementation support. Shall keep abreast of trends and possible cooperative programs. Review literature, and otherwise keep current of industry and communication trends.

Understands EIR Accessibility requirements and their technical specifications. Ensures the EIR Accessibility is integrated into the project lifecycle at the appropriate points (planning, design, development, test, etc.) and ensures that resources are included to implement EIR accessibility within the project.

- **Level 1:** 1-2 years of experience as a Marketing Communications Coordinator. Minimum of 1 – 2 years of experience with external documents such as newsletters or demonstrated equivalent writing and publishing design skills; public relations, marketing, targeted marketing, especially social media, promotional marketing, lead nurturing, marketing automation tools, and web analytics for any agency. Excellent understanding of email marketing concepts and metrics such as Sender Score, deliverability, and sender reputation. Min 1 year of experience in email marketing and marketing automation technology. Demonstrated intermediate experience with Microsoft Office applications, including Word, Excel, Outlook, Publisher and PowerPoint; Access, and report-writer and/or Adobe Creative Suite experience preferred. Knowledge of Associated Press Style.
- **Level 2:** 2-5 years of experience as a Marketing Communications Coordinator. Minimum of 1 – 2 years of experience with external documents such as newsletters or demonstrated equivalent writing and publishing design skills; public relations, marketing, targeted marketing, especially social media, promotional marketing, lead nurturing, marketing automation tools, and web analytics for any agency. Excellent understanding of email marketing concepts and metrics such as Sender Score, deliverability, and sender reputation. Min 1 year of experience in email marketing and marketing automation technology. Demonstrated intermediate experience with Microsoft Office applications, including Word, Excel, Outlook, Publisher and

PowerPoint; Access, and report-writer and/or Adobe Creative Suite experience preferred. Knowledge of Associated Press Style.

- **Level 3:** 5+ years of experience as a Marketing Communications Coordinator. Minimum of 3 years of experience with external documents such as newsletters or demonstrated equivalent writing and publishing design skills; public relations, marketing, targeted marketing, especially social media, promotional marketing, lead nurturing, marketing automation tools, and web analytics for any agency. Excellent understanding of email marketing concepts and metrics such as Sender Score, deliverability, and sender reputation. Min 2 years of experience in email marketing and marketing automation technology. Highly analytical and able to derive meaning from data through A/B testing and email and landing page optimization. Demonstrated intermediate experience with Microsoft Office applications, including Word, Excel, Outlook, Publisher and PowerPoint; Access, and report-writer and/or Adobe Creative Suite experience preferred. Knowledge of Associated Press Style.

Customer Relationship Management (CRM)

Reviews customer data and offer recommendations to companies based on their findings. Customer data can be pulled from anything, including surveys, traffic to the business's website, browsing habits and purchase history. Communicate complex data in comprehensible ways.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Digital Marketing Analyst

Responsible for analyzing statistics and looking for ways that the company can improve its online marketing efforts. These efforts include things like social media ads, website banner ads, and online branding. Many businesses know that digital marketing is essential to their success.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Web Content Specialist/Manager

Create content strategies, research trending topics, and write content. The web content manager is responsible for establishing and maintaining the organization's website publication strategy. They typically work in an office environment. Content specialists work closely with other members of their team, such as writers, designers, and managers.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

Undefined Title: IT Marketing

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Information Technology Contracting and Procurement

IT Contract Manager

Possess a current knowledge of business trends, government regulations, commercial business laws and regulations, software licensing practices, as well as negotiation and pricing techniques, in order to effectively negotiate contracts and to advise executive management of the contractual ramifications associated with agreements and actions contemplated by DIR. Responsible for developing and

implementing a strategic direction for supplier performance, working with top leadership and senior managers across departments. The Contract Manager will work with a wide range of internal and external stakeholders to ensure that the supplier performance and contract management strategy is understood and that effective support for the strategy is achieved. Shall be responsible for developing and managing strategic contracts in accordance with the Council's vision, policies, governance arrangements and values. Will Develop and manage strategic contracts that reflect customers' needs and take account of legislation, H&S, fraud prevention, sustainability and workforce issues.

Operationally manage the specified portfolio of Customer expenditure on a day-to-day basis in line with the overall strategy, including: Managing performance to SLAs and against KPIs; Ensuring other contractual obligations are fulfilled, including Health and Safety and Sustainability; Understanding the customer experience, including managing any comments or complaints; Communication and escalation internally and externally; Maintaining contingency plans and managing risks; and Budget management.

Deliver efficiencies and service improvements, leading on continuous improvement initiatives, including: Improving the customer experience including proactive action to prevent future complaints; Regular benchmarking and alternative service modelling activities; Exploring opportunities for collaboration across public sector; Maintaining contact with the marketplace to be aware of the latest trends and sector initiatives; Assisting Customer make Value for Money (VFM) choices when commissioning change to existing contracts; Process efficiencies and communications enhancements; Ensuring appropriate career development and knowledge sharing opportunities are available to staff.

Must have rich knowledge of contracting concepts and contract acquisition law and regulations. Knowledge of Federal Government Contract types as well as State Contracts, an advanced working knowledge of the FAR, working of standard state and commercial contract terms, property and equipment is a plus.

Understands EIR Accessibility requirements and their technical specifications. Ensures the EIR Accessibility is integrated into the project lifecycle at the appropriate points (planning, design, development, test, etc.) and ensures that resources are included to implement EIR accessibility within the project.

- **Level 1:** 5+ years of experience leading competitive bidding processes (Request for Proposals, Request for Information, Invitation for Bids, etc.) and contract negotiations. Must have experience with standard concepts, practices, and procedures relating to Government Agencies, DOD and IC contracting; relying on experience and judgment to plan and accomplish goals. Experience with large integration programs/proposals, and performance-based programs a plus. Certified Texas Contract Developer (CTCD), Certified Texas Contract Manager (CTCM), Certified Federal Contracts Manager (CFCM) or Certified Professional Contracts Manager (CPCM) credentials a plus.
- **Level 2:** 10-15 years of experience working as a Contract Manager with 5+ years of experience drafting/developing business contracts for IT, Professional Services, Software Development,

COTS based solution, System Integration, Cloud, Big Data, Business Intelligence Reporting and equivalent task areas. Must have a demonstrated experience for 5+ years leading competitive bidding processes (Request for Proposals, Request for Information, Invitation for Bids, etc.) and contract negotiations. Must be having a Universal Public Procurement Certification Council (UPPCC) Procurement Certification, or another state, nationally or federally recognized procurement certification/credential. For ex: Certified as Public Purchasing Officer (CPPO), Certified Professional Public Buyer (CPPB) from UPPCC, Certified Federal Contracts Managers (CFCM) or Certified Professional Contract Manager (CPCM) or any equivalent certification such as Certified Texas Contract Developer (CTCD) or Certified Texas Contract Manager (CTCM).

IT Contract Contracts Administrator/Technician

Provides technical assistance to program staff and contractors regarding contract procedures. Maintains contract file information and/or enter contract data into contract management databases. Maintains accurate and current contract information. Maintains contract file information in accordance with customer policy and procedure, including ensuring that documents are timely and correctly filed, and disposed of in accordance with records retention policy and procedure. Uploads contract related documents and enters contract related data into contract records database in accordance with agency policy and procedure. Assists Contract Manager with preparation of documents contract execution in accordance with agency policy and procedure and coordinates the logistics of routing contracts for signature with contractors. Conducts any required vendor background checks prior to renewal and contract execution. Provides technical assistance to contractors and agency staff on questions related to contract compliance, processing and management. Provides contractors with information and updates in required forms and agency policies and standards or performance. Reviews contract data for upcoming renewal and expiration periods and updates calendar for completing all renewals and contract close-outs timely. Receives and documents timely compliance reports. Notifies contractors when reports have not been timely received.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. Certified Texas Contract Developer (CTCD), or Certified Texas Contract Manager (CTCM credentials a plus.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. Certified Texas Contract Developer (CTCD), or Certified Texas Contract Manager (CTCM credentials a plus.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. Certified Texas Contract Developer (CTCD), or Certified Texas Contract Manager (CTCM credentials a plus.

IT Procurement Specialist

Possess a current knowledge of business trends, government regulations, software licensing practices, as well as negotiation and pricing techniques, in order to effectively find manufacturers for a particular technology product or service, ensure order fulfillment with vendors and negotiate pricing and delivery schedules.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. Certified Texas Contract Developer (CTCD), or Certified Texas Contract Manager (CTCM credentials a plus.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. Certified Texas Contract Developer (CTCD), or Certified Texas Contract Manager (CTCM credentials a plus.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. Certified Texas Contract Developer (CTCD), or Certified Texas Contract Manager (CTCM) credentials a plus.

Undefined Title: Information Technology Contracting and Procurement

Customer defined title, position, job description, and experience level. This Undefined Position does not have an associated Not to Exceed Rate. Customers must competitively solicit DIR ITSAC Vendors in accordance with threshold requirements and negotiate rates directly with Vendor.

Exhibit G
Certification of Off-Premise Customer Services

Successful Respondent certifies on behalf of Successful Respondent and its designated Order Fulfillers and Resellers that:

☐ Services contracted under this Contract will not require Successful Respondent to perform work on Customer's premises; and

☐ Services contracted under this Contract do not require use of employer vehicles (whether owned or otherwise) to conduct work on behalf of Customers.

Successful Respondent agrees to provide notice and the required insurance if the foregoing facts change.

Successful Respondent Legal Name: _____

Authorized By: _____

Name: _____

Title: _____

Date: _____

Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-445
SOLICITATION NAME:	Information Technology Staff Augmentation Contracts (ITSAC)
ADDENDUM NUMBER:	1

Addendum Date: April 30, 2020

If you should have any questions regarding this Addendum, please contact:

Colleen Berkley
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Internet: colleen.berkley@dir.texas.gov

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Information Technology Staff Augmentation Contracts, Solicitation No. DIR-CPO-TMP-445, released April 15, 2020. It includes:

1) PowerPoint Presentation for the April 30, 2020, Pre-Proposal Conference and Webinar; and
2) Includes three (3) updated procurement documents:
   - 01_ITSAC_445_RFO_v1.1.docx; and
   - 04_ITSAC_445_BidPackage2_ReferenceForm_v1.1docx; and
   - 05_ITSAC_445_BidPackage4_Exhibit G Certification_v1.1.docx; and
3) Answers to 22 questions received; 12 questions are being deferred and will be answered in a subsequent addendum.

In the submission of its Response to this solicitation, Respondents shall submit this signed "page one" of the Addendum, acknowledging receipt of the Addendum.

Respondent Acknowledgment of Receipt

_____
 (printed entity name)

_____
 (printed name of authorized representative)

_____
 (signature of authorized representative)

_____
 (date)

Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-445
SOLICITATION NAME:	Information Technology Staff Augmentation Contracts (ITSAC)
ADDENDUM NUMBER:	2

Addendum Date: May 12, 2020

If you should have any questions regarding this Addendum, please contact:

Colleen Berkley
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Internet: colleen.berkley@dir.texas.gov

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Information Technology Staff Augmentation Contracts, Solicitation No. DIR-CPO-TMP-445, released April 15, 2020. It:

1) Extends the Response due date to June 11, 2020 at 2:00 p.m.;
2) Includes information regarding an upcoming Webinar focused on the new ITSAC NTE Rates, new Undefined Category, and the Specialist Rate option.
3) Includes materials from the April 30, 2020, Pre-Proposal Conference and Webinar, including the attendee list and link for the Webinar recording;
   https://youtu.be/R6apSlwkwVE
4) Provides the following updated documents:
   a. ITSAC_445_RFO_v1.2
   b. ITSAC_445_Bid Package 1_Exhibit A Respondent Information_v1.1
   c. ITSAC_445_Bid Package 3_Standard Terms and Conditions_v1.1
   d. ITSAC_445_Bid Package 4_Exhibit G Certification_v1.1
   e. ITSAC_445_Bid Package 4_Exhibit E NotToExceedRates_v1.1

In the submission of its Response to this solicitation, Respondents shall submit this signed "page two" of the Addendum, acknowledging receipt of the Addendum.

Respondent Acknowledgment of Receipt

_____

(printed entity name)

_____

(printed name of authorized representative)

_____

(signature of authorized representative)

_____

(date)

Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-445
SOLICITATION NAME:	Information Technology Staff Augmentation Contracts (ITSAC)
ADDENDUM NUMBER:	3

Addendum Date: May 19, 2020

If you should have any questions regarding this Addendum, please contact:

Colleen Berkley
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Internet: colleen.berkley@dir.texas.gov

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Information Technology Staff Augmentation Contracts, Solicitation No. DIR-CPO-TMP-445, released April 15, 2020. It includes information regarding an upcoming Webinar focused on the new ITSAC NTE Rates, new Undefined Category, the Specialist Rate option, and Interns. The Webinar date has been changed to **May 26, 2020 at 2:00 p.m., CT**. To register, click here:

https://attendee.gotowebinar.com/register/2860305139642465039

NOTE: DIR is completing an Addendum containing answers to most questions received to date. This Addendum will be released this week.

In the submission of its Response to this solicitation, Respondents shall submit this signed "page one" of the Addendum, acknowledging receipt of the Addendum.

Respondent Acknowledgment of Receipt

_____
(printed entity name)

_____
(printed name of authorized representative)

_____
(signature of authorized representative)

_____
(date)

Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-445
SOLICITATION NAME:	Information Technology Staff Augmentation Contracts (ITSAC)
ADDENDUM NUMBER:	4

Addendum Date: May 19, 2020

If you should have any questions regarding this Addendum, please contact:

Colleen Berkley
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Internet: colleen.berkley@dir.texas.gov

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Information Technology Staff Augmentation Contracts, Solicitation No. DIR-CPO-TMP-445, released April 15, 2020.

The Addendum provides answers to questions received, **NOTE:** some answers have been deferred to a subsequent Addendum.

In the submission of its Response to this solicitation, Respondents shall submit this signed "page one" of the Addendum, acknowledging receipt of the Addendum.

Respondent Acknowledgment of Receipt

_____
 (printed entity name)

_____
 (printed name of authorized representative)

_____
 (signature of authorized representative)

_____
 (date)

Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-445
SOLICITATION NAME:	Information Technology Staff Augmentation Contracts (ITSAC)
ADDENDUM NUMBER:	5

Addendum Date: May 22, 2020

If you should have any questions regarding this Addendum, please contact:

Colleen Berkley
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Internet: colleen.berkley@dir.texas.gov

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Information Technology Staff Augmentation Contracts, Solicitation No. DIR-CPO-TMP-445, released April 15, 2020.

The Addendum provides an updated **Exhibit E Not-to-Exceed Rates**. These rates will be discussed at the upcoming webinar scheduled for May 26, 2020 at 2:00 p.m., CT. Use the link below to register for this webinar.

https://attendee.gotowebinar.com/register/2860305139642465039

In the submission of its Response to this solicitation, Respondents shall submit this signed "page one" of the Addendum, acknowledging receipt of the Addendum.

Respondent Acknowledgment of Receipt

_____
 (printed entity name)

_____
 (printed name of authorized representative)

_____
 (signature of authorized representative)

_____
 (date)

Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-445
SOLICITATION NAME:	Information Technology Staff Augmentation Contracts (ITSAC)
ADDENDUM NUMBER:	6

Addendum Date: May 28, 2020

If you should have any questions regarding this Addendum, please contact:

Colleen Berkley
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Internet: colleen.berkley@dir.texas.gov

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Information Technology Staff Augmentation Contracts, Solicitation No. DIR-CPO-TMP-445, released April 15, 2020. It:

Includes materials from the May 26, 2020, Information Technology Staff Augmentation (ITSAC): Interns, Rates and Categories Webinar, including the attendee list and presentation for the Webinar.

In the submission of its Response to this solicitation, Respondents shall submit this signed "page two" of the Addendum, acknowledging receipt of the Addendum.

Respondent Acknowledgment of Receipt

_____
 (printed entity name)

_____
 (printed name of authorized representative)

_____
 (signature of authorized representative)

_____
 (date)

Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-445
SOLICITATION NAME:	Information Technology Staff Augmentation Contracts (ITSAC)
ADDENDUM NUMBER:	7

Addendum Date: June 9, 2020

If you should have any questions regarding this Addendum, please contact:

Colleen Berkley
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Internet: colleen.berkley@dir.texas.gov

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Information Technology Staff Augmentation Contracts, Solicitation No. DIR-CPO-TMP-445, released April 15, 2020. It:

1) Provides the following updated documents:
   a. 01_ITSAC_445_RFO_v1.3
   b. ITSAC_445_Attachment 1_Standard Contract Terms and Conditions_v1.1
   c. ITSAC_445_Attachment 2_Contract SAMPLE_v1
   d. ITSAC_445_Bid Package 1_Exhibit A Respondent Information_v1.2
2) Provides answer to remaining questions received.

In the submission of its Response to this solicitation, Respondents shall submit this signed "page one" of the Addendum, acknowledging receipt of the Addendum.

Respondent Acknowledgment of Receipt

_____
(printed entity name)

_____
(printed name of authorized representative)

_____
(signature of authorized representative)

_____
(date)

Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-445
SOLICITATION NAME:	Information Technology Staff Augmentation Contracts (ITSAC)
ADDENDUM NUMBER:	8

Addendum Date: June 10, 2020

If you should have any questions regarding this Addendum, please contact:

Colleen Berkley
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Internet: colleen.berkley@dir.texas.gov

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Information Technology Staff Augmentation Contracts, Solicitation No. DIR-CPO-TMP-445, released April 15, 2020. It provides the following updated document: ITSAC_445_RFO_v1.4

NOTE: DIR has modified RFO Section 3.7.1 to clarify that **Exhibit A Respondent Information, Attachment 1 List of Respondent's Cancelled Contracts** is the mandatory Response document. **RFO Attachment 1 Standard Contract Terms and Conditions** is not a required document. This is the only modification made to the RFO document.

DIR **will not** be extending the Response due date and time for this modification.

Respondents that have already submitted Responses may email the signed Acknowledgement of Receipt (this document) to colleen.berkley@dir.texas.gov.

In the submission of its Response to this solicitation, Respondents shall submit this signed "page one" of the Addendum, acknowledging receipt of the Addendum.

Respondent Acknowledgment of Receipt

_____
 (printed entity name)

_____
 (printed name of authorized representative)

_____
 (signature of authorized representative)

_____
 (date)

Information Technology Staff Augmentation Contract (ITSAC) Services Request for Offer DIR-CPO-TMP-445

Pre-Proposal Webinar
April 30, 2020

DIR
Transforming How
Texas Government
Serves Texans

Texas Department of Information Resources

Agenda

- Introductions
- General Information
- Cooperative Contracts Overview
- Accessibility
- HUB
- Procurement Process – RFO Schedule and Evaluations
- Conference Recap/Closing

Introductions

Colleen Berkley

Procurement Services Director
Chief Procurement Office

Chandra Thompson

Procurement Lead
Chief Procurement Office

Lynn Hodde

HUB Coordinator
Chief Procurement Office

Scott Wilson

Procurement Lead
Chief Procurement Office

RFO DIR-CPO-TMP-445

Cooperative Contracts Overview

DIR Transforming How Texas Government Serves Texans

Cooperative Contracts

Policy & Planning

Cooperative Contracts

Shared Technology Services
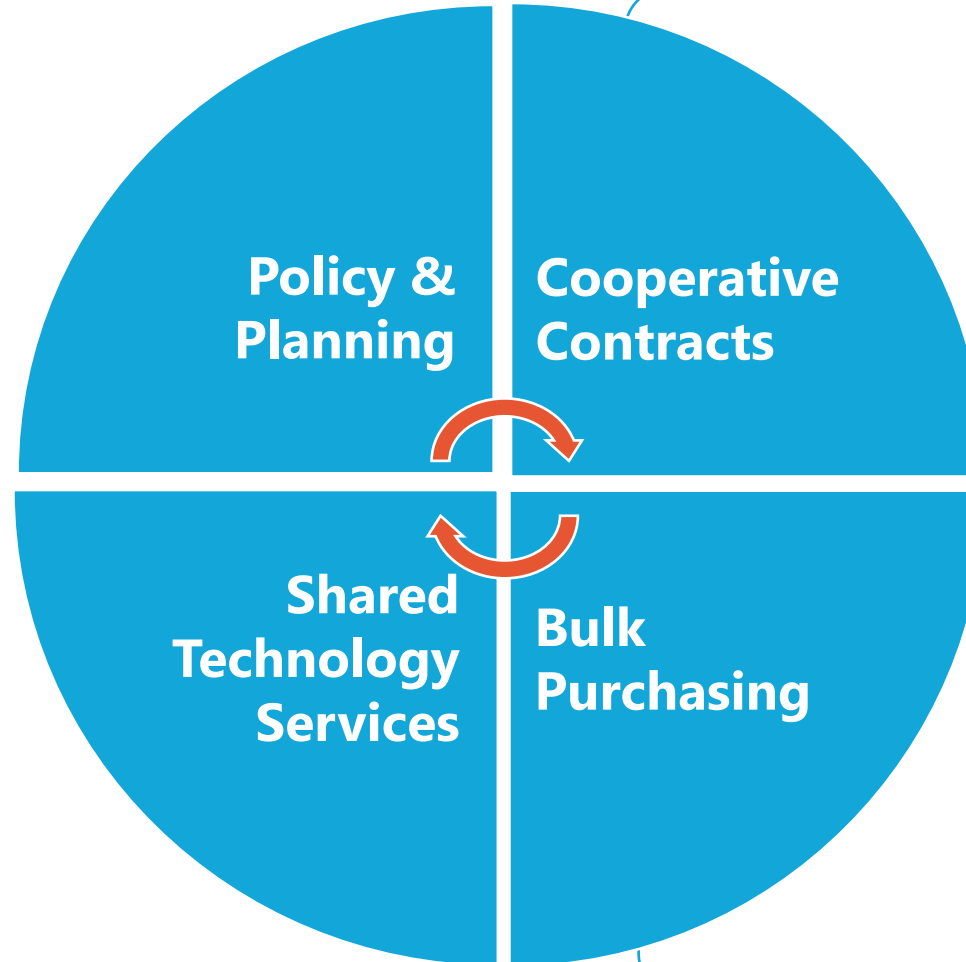
Bulk Purchasing

"Do it Yourself"

Information Technology Goods and Services

Bulk Purchasing

Leverage "Known" volume to achieve further savings

Cooperative Contracts Products

- Computers
- Software
- Networking Equipment
- Printers & Copiers
- Surveillance Cameras
- Data Storage
- Digital Photography
- Accessibility Products
- Projectors

- Security Products
- Videoconferencing Equipment
- Classroom Interactive Products
- Body Cameras
- Drones
- Disaster Recovery Products

Cooperative Contracts Services

- **IT Staff Augmentation Services**
- Technology Based Training
- End-User IT Outsourcing (Seat Management)
- Managed Document Output
- Deliverables Based IT Services (DBITS)
- IT Security Services
- Comprehensive Web Development
- Cloud Management Services
- Cabling Services

Telecommunications Services:

- Wireless Voice and Data
- Pagers
- Internet
- Video
- Audio Conferencing
- Cable Modem and DSL
- Interpreter Services – over the phone

RFO DIR-CPO-TMP-445

General Information

DIR
Transforming How Texas Government Serves Texans

General Information

Point of Contact for all inquiries regarding this RFO

- All communications regarding the RFO must be addressed in writing to:

> **Colleen Berkley**
>
> **Department of Information Resources**
> 300 W. 15th St., Ste. 1300, Austin, TX 78701
> colleen.berkley@dir.texas.gov

- Refer to RFO Section 3.1 regarding observance of this requirement.

General Information

- Reference the RFO page number and Section number when submitting questions.

- Webinar participants may submit questions electronically at anytime during the webinar, please use the question tab.

- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.

- Check the ESBD often for updates

- After this Webinar, all questions regarding this RFO must be submitted in writing through BidStamp Vendor Information System Portal (VIS) by **May 8, 2020 2:00 P.M. (CT)**

Electronic Response

- Any Vendor responding to this RFO must submit their response through the BidStamp Vendor Information System (VIS)

- Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via http://dircommunity.force.com/BidStamp and enter in their access credentials.

- If a Vendor does not have login credentials, they will request one by clicking on "Are you a vendor and need to request an account?" button that is located on the login page.

Electronic Response

After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.
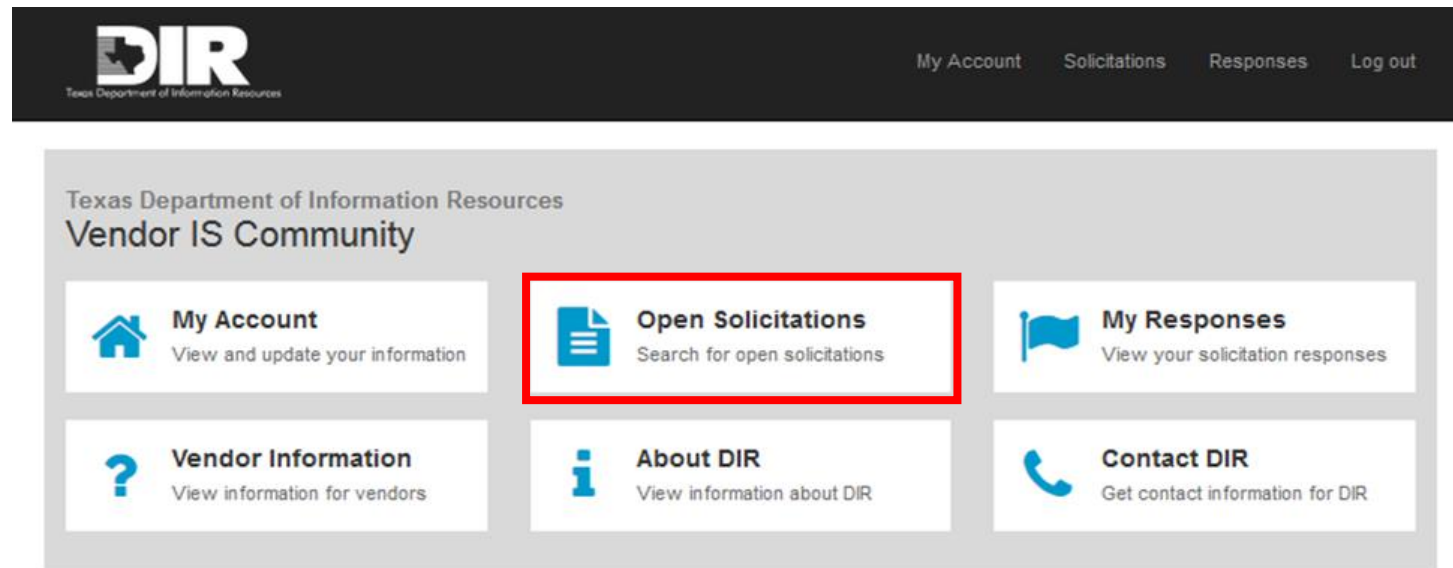
The Vendor BidStamp Training Guide and the Presentation are posted on DIR's website on the Information For Vendors page. http://dir.texas.gov/View-Information-For-Vendors/Landing.aspx

RFO DIR-CPO-TMP-445

IT Staff Augmentation Services

The purpose of this Request for Offer (RFO) is to solicit responses from Respondents to provide staff augmentation services for IT initiatives undertaken by Department of Information Resources (DIR) Customers.

Scope

Customers will submit and distribute solicitations for ITSAC Services and Contract Holders will respond to these opportunities. There are two (2) types of solicitations allowable under this Contract.

- Statement of Work – a solicitation document distributed to one (1) or more Contract holders requesting a response to a specific Customer need for a business solution to a staffing need;

- Request for Resumes – a solicitation document distributed to one (1) or more Contract holders requesting resumes to fill a particular staff need. Customers may limit the number of resumes received from each Contract holder.

Vendor Qualifications

1. Ability to Conduct Business in Texas

Vendor and its Order Fulfiller and Reseller shall be authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with **Texas Business Organizations Code, Title 1, Chapter 9**.

2. Federal Requirements

- Company is not listed under the CPA Federal Divestment Statute Lists https://comptroller.texas.gov/purchasing/publications/divestment.php
- Company is good standing with the System for Award Management (Federal level)

3. Texas Requirements

- Company is not listed under the CPA Debarred Vendor List
- Vendor performance with CPA is in good standing

RFO DIR-CPO-TMP-445

Historically Underutilized Business

RFO Overview: HUB Subcontracting Plan

Attachment 2 HUB Subcontracting Plan (Response Exhibit D)

- DIR encourages all respondents to seek Historically Underutilized Business (HUB) subcontractors and maximize HUB participation in their bids.

- Responses submitted without a current HUB Subcontracting Plan (HSP) provided in the RFO, will be disqualified per TAC Rule §20.285.

- All respondents, HUBs and Non-HUBs, are required to submit a completed HSP.

- The HSP form includes specific instructions for meeting the Good Faith Effort requirements.

- Vendors must complete a new HUB Plan and a good faith effort for this procurement.

RFO Overview: HUB Subcontracting Plan

The HUB Goal for this RFO is 26%

METHOD A (Attachment A)

- **If you are subcontracting and you are meeting or exceeding the HUB Goal for this RFO, you will complete Method A.**

    - Include all VID numbers for each vendor, all estimated dollar amounts and percentages for each vendor.

RFO Overview: HUB Subcontracting Plan

METHOD B (Attachment B)

- **If you are subcontracting, and are not going to meet the HUB Goal of 26% you will complete Method B.**
    - **Provide written notification** of subcontracting opportunity listed to at least three State of Texas certified HUBs.
    - **Provide written notification** of subcontracting opportunity to at least (2) minority or women's trade organization or development center.
    - Allow no less than seven (7) working days from their receipt of notice for HUBs to respond (keep delivery receipt emails).
    - **Note:** Attach supporting documentation (letters, fax transmittals, email, etc.) demonstrating evidence of the good faith effort performed with RFO submittal.

RFO Overview: HUB Subcontracting Plan

If not subcontracting, your response must contain a detailed explanation demonstrating HOW your company will fulfill the entire contract with its own resources.

- Self-Performance Justification must be provided in the space provided in SECTION 3, do not reference sections in the RFO

RFO Overview: HUB Subcontracting Plan

You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) up to ten (10) working days before the RFO submittal.

Lynn Hodde

512-463-9813

lynn.hodde@dir.texas.gov
or
dir.hub@dir.texas.gov

RFO DIR-CPO-TMP-445

Procurement Process

RFO Schedule, Responses, and Evaluations

DIR Transforming How Texas Government Serves Texans

Procurement Process

Contact with DIR Personnel

- Vendors and all vendor representatives shall not attempt to discuss the contents of this RFO with any employees or representatives of DIR.

- Failure to observe this restriction may result in disqualification of any related Response.

RFO Overview: Schedule

Date/Time	Activity
April 16, 2020	Publish RFO on Electronic State Business Daily
April 30, 2020, 2:00 p.m.	Optional Pre-Proposal Conference
April 15, 2020 through May 8, 2020	Question and Answer period; DIR will post Addenda to the ESBD throughout this period.
5/28/2020, 02:00 PM (CT)	Deadline for submitting responses to RFO; deadline for receipt of References
5/28/2020 – 6/30/2020	Evaluation of responses and clarifications
6/30/2020 – 12/30/2020	Negotiation and contract execution

Mandatory Response Contents

1. **Exhibit A** – Respondent Information, including Attachment 1 Canceled Contracts (if applicable)

2. **Exhibit B** – Respondent History and Experience

3. **Exhibit C** – Contract Marketing and Support Plan

4. **Exhibit D** – HUB Subcontracting Plan (HSP)

Also include all signed Addenda forms. Failure to do so does NOT release a Respondent from any requirements/changes made via Addendum.

References must come directly from the Reference email – Reference Forms received from a Respondent will not be considered.

RFO Overview: Evaluation Criteria

RFO Section 4.2.1 Pass/Fail Criteria

- Financial Information is a Pass/Fail review conducted by the Finance Group;

- Completion and signing of HUB Subcontract Plan; and

- In accordance with §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code, Respondents may fail this selection criterion for any of the following conditions:

  - A score of less than a C or Legacy Unsatisfactory in the Vendor Performance System;
  - Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports; and
  - Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (including but not limited to late delivery, etc.).

RFO Overview: Evaluation Criteria

The criteria to be used in determining the best value for the State are as follows, in order of importance/weight:

1. Respondent's Response to Exhibit C Contract Marketing and Support Plan;

2. Respondent experience in providing the products and services requested as detailed in **Exhibit B Respondent History and Experience** <u>**inclusive of References**</u> including performance under existing and prior contracts for similar products or services and the evaluation may include consideration of Vendor performance as recorded in the CPA Vendor Performance Tracking System.

RFO Process

Disqualification of Offers

- Failure to submit on or before due date and time;

- Failure to sign Executed Offer Form (Attachment A);

- Failure to complete Financial Information;

- Failure to fully disclose canceled contracts within the scope of the requirement; and/or

- Failure to sign and/or complete a new HUB Plan (HSP).

RFO DIR-CPO-TMP-445

Exceptions

Conference Recap/Closing

An Addendum will be issued, to include:

- Pre-proposal webinar materials,

- These slides,

- Attendee lists, and

- The question/answer document.

Conference Recap/Closing

- **HUB questions?** Contact Lynn Hodde: lynn.hodde@dir.texas.gov

- **All other questions, inquiries, etc.?**
  Contact Colleen Berkley: colleen.berkley@dir.texas.gov

- **Deadline for submitting questions:** May 8, 2020 at 2:00 p.m. C.T.

- Answers to the questions submitted here today will be posted to the ESBD.

- It is your responsibility to check the ESBD regularly for any updates.

- Responses are due May 28, 2020 at 2:00 p.m. C.T.

Thank you for your participation
and interest in this solicitation effort.

dir.texas.gov

#DIRisIT

@TexasDIR

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Texas Government
Serves Texans

Texas Department of Information Resources

Attendee Report:
Information Technology Staff Augmentation Contracts (ITSAC) Services / DIR-TMP-CPO-445

Webinar ID	Duration	# Registered	# Attended
115-878-459	1 hour 40 minutes	377	312

Attendee Details

Attended	Last Name	First Name	Email Address
Yes	ALMAMUN	SHARIF	sharif@ilynxinc.com
Yes	Abdeladim	Rita	rita@abdeladim.com
Yes	Achonu	Davids	davids.achonu@alineds.com
Yes	Allen	Kindra	kindraallen@deloitte.com
Yes	Allison	Justin	justin.allison@sistematechnologies.com
Yes	Arabolu	Madhavi	marabolu@numbersonly.com
Yes	Astarita	Eugene	eastarita@pcgus.com
Yes	Avery	Karen	kavery@mmcgrp.com
Yes	Badolato	Andrew	abadolat@teksystems.com
Yes	Bagaria	Suresh	suresh@e-consultinginc.com
Yes	Baley	David	dbaley@capsysinc.com
Yes	Baley	Gena	genabaley@capsysinc.com
Yes	Barrett	Anne	anne.barrett@fiserv.com
Yes	Bell	Danny	operations@fedassure.com
Yes	Bell	Latravious	LBELL@Latavco.com
Yes	Bellow	Nicole	nicolebellow@smarterhrsolutions.com
Yes	Bennett	Cecily	cbennett@stellargy.com
Yes	Bentley	Vic	vic.bentley@metaformers.com
Yes	Bernard	John	jbernard@infodatinc.com
Yes	Berton	Jana	janab@tristarrgroup.com
Yes	Boddapu	Usha	usha@esolvit.com
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Yes	Budd	Daniel	dbudd@mmcgrp.com
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Yes	Caldwell	Alicia	acaldwell@SESsolutions.com
Yes	Camarillo	Mariano	mariano@texasgovlink.com
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Report: **Information Technology Staff Augmentation Contracts (ITSAC) Services / DIR-TMP-CPO-445**
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CDT

Webinar ID	Actual Start Date/Time	Duration	# Registered	# Attended	Questions Asked (#)	Questions Answered (#)
115-876-459	04/30/2020 01:20 PM CDT	1 hour 40 minutes	377	312	179	21

Q&A

Last Name	First Name	Email Address	Question # (Per Person)	Question Date/Time	Asked Question Asked	Answer Given	Answerer	Join Time - Leave Time (Time in Session)	Time in Session	Registration Date/Time
Balev	David	dbalev@capexsinc.com	1	02:06:20 PM CDT	Do we need to wait to ask specific questions about RFO through BidStamp V6?	All questions can be sent via the webinar today. After today, please send questions to Colleen Berkley - colleen.berkley@dir.texas.gov	Thompson Chandra	04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/17/2020 09:16 AM CDT
Balev	David	dbalev@capexsinc.com	2	02:16:23 PM CDT	Page 10-11 2.9 Table 3: What is WorkQuest and why does it cel soecial treatment?			04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/17/2020 09:16 AM CDT
Balev	David	dbalev@capexsinc.com	3	02:17:15 PM CDT	Page 19 3.7.2 References - if more than 3 references are provided. will thev be used for evaluation ourooses?			04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/17/2020 09:16 AM CDT
Balev	David	dbalev@capexsinc.com	4	02:18:15 PM CDT	Exhibit A, Page 4. 14 (B) (iii) How is Manufacturer warranty certification aoplicable to Staff Auamentation?			04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/17/2020 09:16 AM CDT
Balev	David	dbalev@capexsinc.com	5	02:19:14 PM CDT	Exhibit A, Page 5 (B) (xi) Are the names and SSN/s required if the Respondent is in compliance with Franchise Tax and Tx Family Code?			04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/17/2020 09:16 AM CDT
Balev	David	dbalev@capexsinc.com	6	02:20:21 PM CDT	NTE Rates: Why is DIR eliminating Legacy/Core/Emerging Technoloaies as thev are important differentiators?			04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/17/2020 09:16 AM CDT
Balev	David	dbalev@capexsinc.com	7	02:20:51 PM CDT	NTE Rates: Are DCS providers required to utilize these same NTE rates?			04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/17/2020 09:16 AM CDT
Barrett	Anne	anne.barrett@fiserv.com	1	02:24:03 PM CDT	Are off shore resources allowed?			04/30/2020 02:10 PM CDT - 04/30/2020 03:00 PM CDT (51 minutes)	51 minutes	04/29/2020 03:46 PM CDT
Bell	Latravious	LBELL@Latavco.com	1	02:07:14 PM CDT	Latravious Bell of LATAVCO here. How do we know if all our references have sent the references back for our company? Will you send us confirmation or let us know before Mav 7th?			04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 1 minute)	1 hour 1 minute	04/16/2020 11:43 PM CDT
Bell	Latravious	LBELL@Latavco.com	2	02:45:44 PM CDT	Does DIR also consider cancellations of contracts during DIR ITSAC awards? Last award, you all awarded contracts to vendors that were cancelled in the previous bid but incumbents that were awarded the contract and stayed for 3 full vears were not awarded .			04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 1 minute)	1 hour 1 minute	04/16/2020 11:43 PM CDT
Berton	Jana	lanab@trislarrorouo.com	1	02:13:00 PM CDT	How mav we gain access to the IT Securitv Services bid?			04/30/2020 01:59 PM CDT - 04/30/2020 02:08 PM CDT (9 minutes),04/30/2020 02:08 PM CDT - 04/30/2020 02:12 PM CDT (4 minutes),04/30/2020 02:12 PM CDT - 04/30/2020 02:15 PM CDT (4 minutes),04/30/2020 02:15 PM CDT - 04/30/2020 02:19 PM CDT (4 minutes),04/30/2020 02:19 PM CDT - 04/30/2020 02:23 PM CDT (4 minutes),04/30/2020 02:24 PM CDT - 04/30/2020 02:27 PM CDT (4 minutes),04/30/2020 02:28 PM CDT - 04/30/2020 02:31 PM CDT (4 minutes),04/30/2020 02:31 PM CDT - 04/30/2020 02:34 PM CDT (4 minutes),04/30/2020 02:34 PM CDT - 04/30/2020 03:00 PM CDT (26 minutes)	60 minutes	04/27/2020 03:55 PM CDT
Boddapu	Usha	usha@exolvit.com	1	02:46:57 PM CDT	How manv vendors will be awarded the ITSAC contract			04/30/2020 01:58 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/17/2020 01:35 PM CDT
Boddapu	Usha	usha@exolvit.com	2	02:48:45 PM CDT	could vou discuss about DIR Pricinq			04/30/2020 01:58 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/17/2020 01:35 PM CDT
Bonner	Ferrel	ferrelbonner@pabulumconsultino.com	1	02:00:59 PM CDT	Ferrel "FC" Bonner, President & CEO PABULUM Consultina, LLC www.pabulumconsultina.com ferrelbonner@pabulumconsultina.com Small 8a and SDVOSB with a TS Facilitv Clearance	Did you have a question?	Thompson Chandra	04/30/2020 01:49 PM CDT - 04/30/2020 01:49 PM CDT (1 minute),04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes),04/30/2020 02:25 PM CDT - 04/30/2020 02:57 PM CDT (32 minutes)	1 hour 4 minutes	04/16/2020 04:25 PM CDT
Bonner	Ferrel	ferrelbonner@pabulumconsultino.com	2	02:41:59 PM CDT	What if IT is a new area of work for a company and you don't have relevant IT respondent per Exhibit B (but personnel have practical experience)? How can one still be competitive?			04/30/2020 01:49 PM CDT - 04/30/2020 01:49 PM CDT (1 minute),04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes),04/30/2020 02:25 PM CDT - 04/30/2020 02:57 PM CDT (32 minutes)	1 hour 4 minutes	04/16/2020 04:25 PM CDT
Bonner	Ferrel	ferrelbonner@pabulumconsultino.com	3	02:44:11 PM CDT	this would be our first attempt doing business with TX			04/30/2020 01:49 PM CDT - 04/30/2020 01:49 PM CDT (1 minute),04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes),04/30/2020 02:25 PM CDT - 04/30/2020 02:57 PM CDT (32 minutes)	1 hour 4 minutes	04/16/2020 04:25 PM CDT
Bonner	Ferrel	ferrelbonner@pabulumconsultino.com	4	02:53:36 PM CDT	we've only done federal contractino			04/30/2020 01:49 PM CDT - 04/30/2020 01:49 PM CDT (1 minute),04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes),04/30/2020 02:25 PM CDT - 04/30/2020 02:57 PM CDT (32 minutes)	1 hour 4 minutes	04/16/2020 04:25 PM CDT
Bonner	Ferrel	ferrelbonner@pabulumconsultino.com	5	02:58:54 PM CDT	Are references from the performance of ANY government Contract acceptable?		Thompson Chandra	04/30/2020 01:49 PM CDT - 04/30/2020 01:49 PM CDT (1 minute),04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes),04/30/2020 02:25 PM CDT - 04/30/2020 02:57 PM CDT (32 minutes)	1 hour 4 minutes	04/16/2020 04:25 PM CDT
Brosseau	Thomas	bc.brosseau@ritdata.com	1	02:04:14 PM CDT	I can see it	You should be able to see it now.		04/30/2020 01:51 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 9 minutes)	1 hour 9 minutes	04/20/2020 06:25 PM CDT
Camarillo	Mariano	mariano@texasaovlink.com	1	02:04:23 PM CDT	yes			04/30/2020 02:02 PM CDT - 04/30/2020 03:00 PM CDT (58 minutes)	58 minutes	04/17/2020 08:44 AM CDT
Camarillo	Mariano	mariano@texasaovlink.com	2	02:04:31 PM CDT	I see them			04/30/2020 02:02 PM CDT - 04/30/2020 03:00 PM CDT (58 minutes)	58 minutes	04/17/2020 08:44 AM CDT
Cardenas	Christopher	ccardenas@pro13.com	1	02:38:22 PM CDT	I am interested in subcontractina as a HUB vendor. Is it possible to get a list of incumbent primes participating on this RFO pre bid webinar?	Yes	Thompson Chandra	04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 5 minutes)	1 hour 5 minutes	04/30/2020 07:33 AM CDT
Carter	Richard	richard.carter@neoxconsultino.com	1	02:59:59 PM CDT	Thank vou!!			04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes)	1 hour 3 minutes	04/30/2020 01:57 PM CDT
Carvalho	Peter	pcarvalho@bain1.com	1	02:04:30 PM CDT	I can see vour screen	Can vou see it now Melvnda?	Thompson Chandra	04/30/2020 01:54 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 6 minutes)	1 hour 6 minutes	04/27/2020 05:37 PM CDT
Caudle	Melvnda	caudle@coooerconsultino.com	1	02:04:11 PM CDT	none			04/30/2020 01:35 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 25 minutes)	1 hour 25 minutes	04/16/2020 03:33 PM CDT
Caudle	Melvnda	caudle@coooerconsultino.com	2	02:20:20 PM CDT	sound and video look creat!			04/30/2020 01:35 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 25 minutes)	1 hour 25 minutes	04/16/2020 03:33 PM CDT
Cheiarla	Raghu	raghu@highcloudsolutions.com	1	02:43:30 PM CDT	For financial pass/fail criteria, do you consider a company with gross annual revenue less than 1 million as a FAF?			04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes)	1 hour 3 minutes	04/17/2020 10:08 AM CDT
Cheiarla	Raghu	raghu@highcloudsolutions.com	2	02:44:49 PM CDT	My company gross annual revenue for last is $500k, please suaaest if we are aoina to oass financial criteria?			04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes)	1 hour 3 minutes	04/17/2020 10:08 AM CDT
Cheiarla	Raghu	raghu@highcloudsolutions.com	3	02:46:36 PM CDT	Is there a limit on how many vendors will be awarded contracts under this RFO?			04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes)	1 hour 3 minutes	04/17/2020 10:08 AM CDT
Chitabathini	Krishna	krishna@3ktechnoloaias.com	1	02:43:49 PM CDT	from RFQ: Respondent may submit the Respondent Reference Questionnaire to companies or government agencies through the BidStamp VIS. Do we have to use Bidstamp for sending the form or we can send the reference form directly?			04/30/2020 01:58 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/29/2020 07:19 PM CDT
Clark	Jessica	iessica@itconsultant.com	1	02:46:35 PM CDT	Re: Financial Review; I understand that the DUNS is required for part of that evaluation but is there anything else that we need to submit. e.o. companv financials?			04/30/2020 01:52 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/24/2020 10:26 AM CDT
Clitheroe	Dustv	dustv.clitheroe@bridaearoup.com	1	02:18:10 PM CDT	Can you please explain what is meant by the onboarding times cited in form Bid oko 1. Exhibit C. question 7b?			04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes)	1 hour 3 minutes	04/17/2020 11:36 AM CDT
Coffer	Lara	lara.coffer@amail.com	1	02:34:41 PM CDT	Are the questions typed in this chat window confidential and only seen by DIR, or will they be seen by everyone in the Webinar?	Hi Lara! Question on the webinar are only seen by DIR.	Thompson Chandra	04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/29/2020 11:34 AM CDT
Coffer	Lara	lara.coffer@amail.com	2	02:38:26 PM CDT	If a contractor is currently working under a Database Admin 3 contract at a rate of $118.72 and the new Database Admin 3 rate is NTE $74.06 (37% reduction), will the contractor have to reduce their rate? Can they be transferred to the undefined title? When will that take effect?			04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/29/2020 11:34 AM CDT
Coffer	Lara	lara.coffer@amail.com	3	02:39:20 PM CDT	The Undefined Title : Open Bill Rate category is new. Are there any guidelines or restrictions on this category?			04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/29/2020 11:34 AM CDT
Coffer	Lara	lara.coffer@amail.com	4	02:41:24 PM CDT	In reference to the HSP, can a HUB subcontracting company be listed in more than one vendor's HSP plan?			04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/29/2020 11:34 AM CDT
Coffer	Lara	lara.coffer@amail.com	5	02:44:18 PM CDT	Allied provides rate card services under DCS Services. Will these same ITSAC NTE rates be used by Allied and other DCS service providers as well?			04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/29/2020 11:34 AM CDT
Coffer	Lara	lara.coffer@amail.com	6	02:47:42 PM CDT	The NTE bill rates have significantly dropped (30-40%). What are these rate reduction based on? They don't seem to align with market rates. What is the reasoning behind posting lower than market rates?			04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/29/2020 11:34 AM CDT
Coffer	Lara	lara.coffer@amail.com	7	03:00:16 PM CDT	Thanks Chandra! Do we need to submit the Bid Package 4 Exhibit G Certification of Off-Premise Customer Service document with the proposal? It is not listed in the 3.7.1 Mandatory Response Contents, and there are no submission instructions for this file.			04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes),04/30/2020 01:59 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 8 minutes	04/29/2020 11:34 AM CDT
Cole	Brian	BCole@ostolobal.com	1	02:41:48 PM CDT	BEst value was earned and had criteria that went along with it. How is SOW linked to the 1-5 vendors			04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (60 minutes)	60 minutes	04/23/2020 08:02 PM CDT
Convav	Jennifer	sales@candttech.com	1	02:26:02 PM CDT	Can we talk about rates? Why are current rates about 30-40% less than current rates			04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (60 minutes)	60 minutes	04/30/2020 02:00 PM CDT
Convav	Jennifer	sales@candttech.com	2	02:50:22 PM CDT				04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (60 minutes)	60 minutes	04/30/2020 02:00 PM CDT
Convav	Jennifer	sales@candttech.com	3	02:53:43 PM CDT	are current vendors already reaistered on bid stamp			04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (60 minutes)	60 minutes	04/30/2020 02:00 PM CDT
Convav	Jennifer	sales@candttech.com	4	02:56:19 PM CDT	current rates were apparently based on market research... how has the market rates reduced 40%			04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (60 minutes)	60 minutes	04/30/2020 02:00 PM CDT
Convav	Jennifer	sales@candttech.com	5	02:58:05 PM CDT	since we are short on time can you pick questions that have not been answered vet olease			04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (60 minutes)	60 minutes	04/30/2020 02:00 PM CDT
Convav	Jennifer	sales@candttech.com	6	02:59:05 PM CDT	are work cuest candidates trulv disabled			04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (60 minutes)	60 minutes	04/30/2020 02:00 PM CDT
Couloute	Jessica	iessica.couloute@amail.com	1	02:04:05 PM CDT	I think sound cut out	Ok. Thanks.	Thompson Chandra	04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (60 minutes)	60 minutes	04/30/2020 02:00 PM CDT
Couloute	Jessica	iessica.couloute@amail.com	2	02:49:22 PM CDT	Are private firms required to provide financials?			04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (60 minutes)	60 minutes	04/30/2020 02:00 PM CDT
Couloute	Jessica	iessica.couloute@amail.com	3	02:50:29 PM CDT	If HUB is not applicable - do we need to note this in our HUB plan.			04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (60 minutes)	60 minutes	04/30/2020 02:00 PM CDT
Council	Dominica	dcouncil@bridaeointconsultino.com	1	02:04:36 PM CDT	I see it with no issues			04/30/2020 01:55 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 6 minutes)	1 hour 6 minutes	04/23/2020 10:54 AM CDT
Council	Dominica	dcouncil@bridaeointconsultino.com	2	02:41:44 PM CDT	Will vou accept references from non-State agencies?			04/30/2020 01:55 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 6 minutes)	1 hour 6 minutes	04/23/2020 10:54 AM CDT
D'Souza	Reuben	reuben.dsouza@rddataolutions.com	1	02:05:50 PM CDT	What is the percentage setaside for HUB if you partner with a maior supplier?			04/30/2020 01:59 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/16/2020 04:41 PM CDT
D'Souza	Reuben	reuben.dsouza@rddataolutions.com	2	02:32:30 PM CDT	Can you send us a list of all active contractors on the contract now? And can we hire H1B's candidates who are not on our pavroll?			04/30/2020 01:59 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/16/2020 04:41 PM CDT
Douglas	Russell	rdouolas@expertium.com	1	02:04:30 PM CDT	I see it			04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 5 minutes)	1 hour 5 minutes	04/30/2020 09:27 AM CDT
Douglas	Russell	rdouolas@expertium.com	2	02:08:12 PM CDT	We need to discuss the proposed rates after the presentation? Its a critical discussion			04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 5 minutes)	1 hour 5 minutes	04/30/2020 09:27 AM CDT
Edainaton	Victoria	victoria@theamaaencv.com	1	02:35:20 PM CDT	Lynn - if my company is currently NOT a HUB but did recently submit for a HUB Certification, can I stop using Sub-contractors once we receive our HUB Cert?			04/30/2020 01:54 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 6 minutes)	1 hour 6 minutes	04/20/2020 09:01 AM CDT
Edainaton	Victoria	victoria@theamaaencv.com	2	02:44:51 PM CDT	My company has done business mainly with the Federal Government. I'm not sure we have any information in the Vendor Performance Svstem. Will that disoualifv us?			04/30/2020 01:54 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 6 minutes)	1 hour 6 minutes	04/20/2020 09:01 AM CDT
Goval	Mohit	mooval@eleaantsolutions.us	1	02:49:40 PM CDT	if a vendor is HUB certified, do he still need to subcontract 26% to other HUB team mate			04/30/2020 01:51 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 10 minutes)	1 hour 10 minutes	04/29/2020 07:52 AM CDT

Last Name	First Name	Email	#	Time	Question	Thank you	Presenter	Answer Window	Duration	Date/Time
Gururathan	Ram	ram@chandratech.com	1	02:19:34 PM CDT	Can we submit the proposal before the due date? What will happen if there is any amendment after we submit the proposal earlier than due date?			04/30/2020 01:20 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 40 minutes)	1 hour 40 minutes	04/18/2020 08:57 PM CDT
Gutierrez	Jerry	jerry.gutierrez@cinbman.com	1	02:16:44 PM CDT	Can a vendor be awarded a contract and be hub subcontractor at the same time			04/30/2020 02:05 PM CDT - 04/30/2020 02:43 PM CDT (39 minutes)	39 minutes	04/22/2020 08:11 PM CDT
Gutti	Sridhara	srgutti@essnova.com	1	02:04:51 PM CDT	yes can see now			04/30/2020 01:51 PM CDT - 04/30/2020 01:55 PM CDT (4 minutes),04/30/2020 01:54 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 7 minutes)	1 hour 9 minutes	04/24/2020 03:33 PM CDT
Gutti	Sridhara	srgutti@essnova.com	2	02:48:09 PM CDT	Can we submit the references from our federal and/or commercial customers?			04/30/2020 01:51 PM CDT - 04/30/2020 01:55 PM CDT (4 minutes),04/30/2020 01:54 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 7 minutes)	1 hour 9 minutes	04/24/2020 03:33 PM CDT
Gutti	Sridhara	srgutti@essnova.com	3	02:49:58 PM CDT	Please provide information expected number of awards			04/30/2020 01:51 PM CDT - 04/30/2020 01:55 PM CDT (4 minutes),04/30/2020 01:54 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 7 minutes)	1 hour 9 minutes	04/24/2020 03:33 PM CDT
Gutti	Sridhara	srgutti@essnova.com	4	02:53:28 PM CDT	If we fail to get 3 references submitted, does that disqualify us?			04/30/2020 01:51 PM CDT - 04/30/2020 01:55 PM CDT (4 minutes),04/30/2020 01:54 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 7 minutes)	1 hour 9 minutes	04/24/2020 03:33 PM CDT
Hermann	Brvan	brvan.hermann@onshoreoutsourcino.com	1	02:50:02 PM CDT	Regarding the answer to question 21 in the Q&A sheet, is there a percentage of work that is done on-site vs off-site with the current contract?			04/30/2020 01:54 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 6 minutes)	1 hour 6 minutes	04/17/2020 08:32 AM CDT
Hieber	Michael	mhieber@cain-i.com	1	02:17:47 PM CDT	The bid states that References are due on May 7 while the bid is due on May 28. Is the May 7 date correct for References?			04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes)	1 hour 4 minutes	04/27/2020 02:48 PM CDT
Inniss	Harlvn	hadvn.inniss1@cubtx.com	1	02:38:37 PM CDT	If you are a brand new company can you bid on this RFO if you have had previous performance under another company that has a contract?			04/30/2020 01:58 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/28/2020 12:46 PM CDT
Irbv	Karon	karon.irbv@neoxconsultino.com	1	02:54:52 PM CDT	In section 4.2.1 one of the pass/fail criteria is Financial Review. I do not see any thing to write to in the RFO. Can you tell us how that will be evaluated?			04/30/2020 01:59 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/21/2020 10:41 AM CDT
Jammula	Rathu	rathu@ideatechnologies.net	1	02:44:34 PM CDT	what is finacial information means. what do we provide?			04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes)	1 hour 4 minutes	04/30/2020 01:55 PM CDT
Jammula	Rathu	rathu@ideatechnologies.net	2	02:44:45 PM CDT	tax returns			04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes)	1 hour 4 minutes	04/30/2020 01:55 PM CDT
Jonas	Bettina	bjonas@bravotech.com	1	02:14:30 PM CDT	Exhibit C Item #3 - As a potential new Supplier to Texas DIR - we are not sure how to project total sales. Is this meant for existing suppliers, that have a sales history with Texas DIR? Or can you recommend some suggestions on how to make this projection without past history? Thanks!			04/30/2020 01:26 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 34 minutes),04/30/2020 01:58 PM CDT - 04/30/2020 02:39 PM CDT (41 minutes),04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 1 minute)	1 hour 34 minutes	04/17/2020 08:38 AM CDT
Jonas	Bettina	bjonas@bravotech.com	2	02:39:40 PM CDT	Are e-smnatures accepted on addenda?			04/30/2020 01:26 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 34 minutes),04/30/2020 01:58 PM CDT - 04/30/2020 02:39 PM CDT (41 minutes),04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 1 minute)	1 hour 34 minutes	04/17/2020 08:38 AM CDT
Kakumani	Naaendra	naaendra@navavuaa.com	1	02:32:31 PM CDT	what CPA Grade of Vendor Performance is consider GOOD STANDING			04/30/2020 01:37 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 23 minutes)	1 hour 23 minutes	04/17/2020 04:37 PM CDT
Kantam	Sunila	adomtechnologiesllc@gmail.com	1	02:04:32 PM CDT	yes i can see			04/30/2020 01:55 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 5 minutes)	1 hour 5 minutes	04/25/2020 04:47 PM CDT
Keel	Chris	ckeel@deloitte.com	1	02:50:45 PM CDT	If vendors are not active in submitting resumes, are they at risk of being removed from the contract			04/30/2020 01:35 PM CDT - 04/30/2020 01:38 PM CDT (4 minutes),04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (60 minutes)	1 hour 4 minutes	04/30/2020 01:35 PM CDT
Konda	LN	LN.Konda@allasoftware.com	1	02:42:39 PM CDT	Can references can be crime vendors?			04/30/2020 01:55 PM CDT - 04/30/2020 02:59 PM CDT (1 hour 5 minutes),04/30/2020 01:59 PM CDT - 04/30/2020 02:09 PM CDT (11 minutes),04/30/2020 02:28 PM CDT - 04/30/2020 02:56 PM CDT (29 minutes)	1 hour 5 minutes	04/19/2020 04:19 PM CDT
Konda	LN	LN.Konda@allasoftware.com	2	02:42:56 PM CDT	Can references can be from private sector?			04/30/2020 01:55 PM CDT - 04/30/2020 02:59 PM CDT (1 hour 5 minutes),04/30/2020 01:59 PM CDT - 04/30/2020 02:09 PM CDT (11 minutes),04/30/2020 02:28 PM CDT - 04/30/2020 02:56 PM CDT (29 minutes)	1 hour 5 minutes	04/19/2020 04:19 PM CDT
Kahatriva	Baku	baku@ecomconsultindinc.com	1	02:56:56 PM CDT	Out of 100 vendors, we can get list of top 20 vendors who filled most requirements			04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes),04/30/2020 02:01 PM CDT - 04/30/2020 03:00 PM CDT (59 minutes)	1 hour 4 minutes	04/24/2020 03:12 PM CDT
Kahatriva	Baku	baku@ecomconsultindinc.com	2	03:00:28 PM CDT	Historically how many requirements posted, how many filled?			04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes),04/30/2020 02:01 PM CDT - 04/30/2020 03:00 PM CDT (59 minutes),04/30/2020 01:52 PM CDT - 04/30/2020 03:00 PM CDT (14 minutes)	1 hour 4 minutes	04/24/2020 03:12 PM CDT
Kumar	Sai	ITSAC@integrateus.com	1	02:53:18 PM CDT	Addendum 1 has changes to RFO. Do you have track of what is changed on the RFO document?			04/30/2020 01:35 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes),04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 1 minute)	1 hour 9 minutes	04/17/2020 07:27 AM CDT
Lal	Gita	dlal@damaninc.com	1	02:24:31 PM CDT	What is the WorkQuest system?			04/30/2020 01:59 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/21/2020 12:58 PM CDT
Lal	Gita	dlal@damaninc.com	2	02:34:25 PM CDT	Is there a limit to the number of contracts you will issue/ vendors vou will select?			04/30/2020 01:59 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/21/2020 12:58 PM CDT
Lealdota	Vaimagalo	vaimagalo.lealota@recruitveterans.com	1	02:04:18 PM CDT	I can see the slides	thank you.	Thompson Chandra	04/30/2020 01:46 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 14 minutes)	1 hour 14 minutes	04/30/2020 11:04 AM CDT
M	Smita	dir@althomtech.com	1	02:43:46 PM CDT	Exhibit A did not have a question asking for DUNN number, in response to which question should we include the DUNNS number			04/30/2020 02:04 PM CDT - 04/30/2020 03:00 PM CDT (56 minutes)	56 minutes	04/16/2020 05:39 PM CDT
McCurlev	David	dave.mccurlev@actiumtx.com	1	02:15:32 PM CDT	For section 3.7.2, references, you require at least three references. Is there a limit as to the number that we can supolv?			04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 5 minutes)	1 hour 5 minutes	04/29/2020 05:27 PM CDT
McNeel	Susette	susette@zeroinvoice.com	1	02:56:24 PM CDT	Thank you.			04/30/2020 02:08 PM CDT - 04/30/2020 03:00 PM CDT (52 minutes)	52 minutes	04/16/2020 08:07 PM CDT
Movosore	Mobolaii	mmovosore@dizixllc.com	1	02:04:21 PM CDT	ves	Thanks.	Thompson Chandra	04/30/2020 01:44 PM CDT - 04/30/2020 02:39 PM CDT (1 hour 17 minutes),04/30/2020 03:00 PM CDT (22 minutes)	1 hour 17 minutes	04/16/2020 04:27 PM CDT
Movosore	Mobolaji	mmovosore@digixllc.com	2	02:04:27 PM CDT	I can see it			04/30/2020 01:44 PM CDT - 04/30/2020 02:39 PM CDT (1 hour 17 minutes),04/30/2020 02:39 PM CDT - 04/30/2020 03:00 PM CDT (22 minutes)	1 hour 17 minutes	04/16/2020 04:27 PM CDT
Mukherjee	Rohit	rohit.mukherjee@solutionhuddle.com	1	02:04:25 PM CDT	I see it			04/30/2020 01:43 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 16 minutes)	1 hour 16 minutes	04/30/2020 01:43 PM CDT
Mustafa	Sved	admin@sourtech.com	1	02:09:07 PM CDT	How staffing solution statement of work is different from DBITS?			04/30/2020 01:20 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 40 minutes)	1 hour 40 minutes	04/22/2020 07:20 PM CDT
Mustafa	Sved	admin@sourtech.com	2	02:14:59 PM CDT	Please clarify the reference form dealine as it has May 7th date on reference form?			04/30/2020 01:20 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 40 minutes)	1 hour 40 minutes	04/22/2020 07:20 PM CDT
Mustafa	Sved	admin@sourtech.com	3	02:17:35 PM CDT	Will two references from same agency will considered as two separate references as services provided applies to multiple agencies? will this be considered as two references as part of three minimum?			04/30/2020 01:20 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 40 minutes)	1 hour 40 minutes	04/22/2020 07:20 PM CDT
Mustafa	Sved	admin@sourtech.com	4	02:27:22 PM CDT	For financial stability do you have seperate criteria other than vendor in good standina			04/30/2020 01:20 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 40 minutes)	1 hour 40 minutes	04/22/2020 07:20 PM CDT
Mustafa	Sved	admin@sourtech.com	5	02:30:08 PM CDT	How can we determine 26% of what amount? The Not to Exceed pricing has been significantly reduced. What criteria DIR used to come up with these new rates? also please explain what I specailist level listed on the NTE oricino sheet?			04/30/2020 01:20 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 40 minutes)	1 hour 40 minutes	04/22/2020 07:20 PM CDT
Mustafa	Sved	admin@sourtech.com	6	02:38:12 PM CDT	where do we provide financial information. Dont see any attachment for this information			04/30/2020 01:20 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 40 minutes)	1 hour 40 minutes	04/22/2020 07:20 PM CDT
Mustafa	Sved	admin@sourtech.com	7	02:44:13 PM CDT	What if the reference contact is no longer with the State? Their email will not be with State extension.			04/30/2020 01:20 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 40 minutes)	1 hour 40 minutes	04/22/2020 07:20 PM CDT
Neoru	Booden	bneori@sourcematch.team	1	02:41:29 PM CDT				04/30/2020 01:59 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/17/2020 10:24 AM CDT
Nihalani	Shobhna	shobhna.nihalani@faxcelvision.com	1	02:09:02 PM CDT	do we use bitstamp for rfo or ssbd			04/30/2020 01:59 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/17/2020 05:11 PM CDT
Nihalani	Shobhna	shobhna.nihalani@faxcelvision.com	2	02:08:21 PM CDT	what is the last day to turn in the references 5/28 or 5/7?			04/30/2020 01:59 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/17/2020 05:11 PM CDT
Nihalani	Shobhna	shobhna.nihalani@faxcelvision.com	3	02:17:52 PM CDT	On the reference form - Total Est. Contract Dollar Amount - is that how much the contract is worth or how much business we have got? Lot of staffing contracts don't have any estimated value or don't give us the past spend, what should we write?			04/30/2020 01:59 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/17/2020 05:11 PM CDT
Omoroole	Harrv	homoroole@ho2xvalerre.com	1	02:53:37 PM CDT	Would this meetino recordino be available for download?			04/30/2020 02:06 PM CDT - 04/30/2020 03:00 PM CDT (54 minutes)	54 minutes	04/27/2020 11:10 AM CDT
Parker	Steve	sparker@activenealitv.com	1	02:15:40 PM CDT	If we see multiple people at the same agency can you get a reference from different people at the same agency for different contractors workino there			04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes)	1 hour 4 minutes	04/22/2020 03:30 PM CDT
Pedioo	Debbie	debbieo@oedioostaffino.com	1	02:04:22 PM CDT	It's fine			04/30/2020 01:30 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 31 minutes),04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes),04/30/2020 02:03 PM CDT - 04/30/2020 03:00 PM CDT (56 minutes)	1 hour 31 minutes	04/16/2020 04:24 PM CDT
Pedioo	Debbie	debbieo@oedioostaffino.com	2	02:04:39 PM CDT	Fine			04/30/2020 01:30 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 31 minutes),04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes),04/30/2020 02:03 PM CDT - 04/30/2020 03:00 PM CDT (56 minutes)	1 hour 31 minutes	04/16/2020 04:24 PM CDT
Pedioo	Debbie	debbieo@oedioostaffino.com	3	02:19:30 PM CDT	Please tell people that all browsers do not work for BidStamp. You must use Incointo for Goodle Chrome.			04/30/2020 01:30 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 31 minutes),04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes),04/30/2020 02:03 PM CDT - 04/30/2020 03:00 PM CDT (56 minutes)	1 hour 31 minutes	04/16/2020 04:24 PM CDT
Pedioo	Debbie	debbieo@oedioostaffino.com	4	02:25:17 PM CDT	How will our names be added to the pre-solicitation stating that we attended this RFO?			04/30/2020 01:30 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 31 minutes),04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes),04/30/2020 02:03 PM CDT - 04/30/2020 03:00 PM CDT (56 minutes)	1 hour 31 minutes	04/16/2020 04:24 PM CDT
Pedioo	Debbie	debbieo@oedioostaffino.com	5	02:28:43 PM CDT	Lynne Hodde - If you have more than 10 subcontractors, where do you add the remaining subcontractors on the form?			04/30/2020 01:30 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 31 minutes),04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes),04/30/2020 02:03 PM CDT - 04/30/2020 03:00 PM CDT (56 minutes)	1 hour 31 minutes	04/16/2020 04:24 PM CDT
Pedioo	Debbie	debbieo@oedioostaffino.com	6	02:31:06 PM CDT	Lynne Hodde- if you are over 26% in goal, you do not have to send Method b?			04/30/2020 01:30 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 31 minutes),04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes),04/30/2020 02:03 PM CDT - 04/30/2020 03:00 PM CDT (56 minutes)	1 hour 31 minutes	04/16/2020 04:24 PM CDT
Pedioo	Debbie	debbieo@oedioostaffino.com	7	02:36:54 PM CDT	How will the contracting company know how many references was responded?			04/30/2020 01:30 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 31 minutes),04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes),04/30/2020 02:03 PM CDT - 04/30/2020 03:00 PM CDT (56 minutes)	1 hour 31 minutes	04/16/2020 04:24 PM CDT
Pedioo	Debbie	debbieo@oedioostaffino.com	8	02:45:55 PM CDT	How many contracts will be extended? Clarify what "EPEAT designation" is.			04/30/2020 01:30 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 31 minutes),04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes),04/30/2020 02:03 PM CDT - 04/30/2020 03:00 PM CDT (56 minutes)	1 hour 31 minutes	04/16/2020 04:24 PM CDT
Pedioo	Debbie	debbieo@oedioostaffino.com	9	02:59:38 PM CDT	Clarify what configuration (if applicable) is. On page 23, Section 9.b.2. of Contract			04/30/2020 01:30 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 31 minutes),04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes),04/30/2020 02:03 PM CDT - 04/30/2020 03:00 PM CDT (56 minutes)	1 hour 31 minutes	04/16/2020 04:24 PM CDT
Peek	Bill	bill@ekhioconsultino.net	1	02:44:57 PM CDT	Are electronic sionatures allowed.			04/30/2020 01:52 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/16/2020 06:23 PM CDT
Peek	Bill	bill@ekhioconsultino.net	2	02:50:46 PM CDT	If you added a 40% uplift on rates did not that into consideration any profit margin and not just the cost of the contractor?			04/30/2020 01:52 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/16/2020 06:23 PM CDT
Pelaprolu	Vijay	vp01@pageitinc.com	1	02:27:22 PM CDT	If we are a new vendor, how does the Vendor Performance part is considered?			04/30/2020 01:56 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 5 minutes)	1 hour 5 minutes	04/23/2020 12:46 PM CDT
Peters	Gil	qoeters@acaltech.com	1	02:01:19 PM CDT	I hear you	Thank vou!	Thompson Chandra	04/30/2020 01:59 PM CDT - 04/30/2020 02:00 PM CDT (1 minute),04/30/2020 02:00 PM CDT - 04/30/2020 02:18 PM CDT (19 minutes),04/30/2020 02:20 PM CDT - 04/30/2020 03:00 PM CDT (41 minutes)	59 minutes	04/18/2020 05:23 PM CDT
Peters	Gil	qoeters@acaltech.com	2	02:51:02 PM CDT	In regards to bill rates on IT staffing, certain agencies seem to focus wearing more on price sensitivity(best value, etc.), while others look for the best candidate, regardless of how close it is to the NTE(and sometimes exceed it) Will this be chananino?			04/30/2020 01:59 PM CDT - 04/30/2020 02:00 PM CDT (1 minute),04/30/2020 02:00 PM CDT - 04/30/2020 02:18 PM CDT (19 minutes),04/30/2020 02:20 PM CDT - 04/30/2020 03:00 PM CDT (41 minutes)	59 minutes	04/18/2020 05:23 PM CDT
Powers	Shaun	shaun.powers@dava.com	1	02:09:37 PM CDT	How many vendors are currently approved under this contract? How many vendors does DIR anticipate approving in this RFO round?			04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (60 minutes)	60 minutes	04/30/2020 01:34 PM CDT

Last	First	Email	#	Time	Question	Answer	By (First)	By (Last)	Meeting Window	Duration	Date
Powers	Shaun	shaun.powers@ddsvs.com	2	02:32:11 PM CDT	If a bidder is not a HUB, and does not propose subcontracting to any HUBs, will this negatively affect the bidder's likelihood of selection by DIR?				04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (60 minutes)	60 minutes	04/20/2020 01:34 PM CDT
Powers	Shaun	shaun.powers@ddsvs.com	3	02:33:47 PM CDT	Can DIR describe what it would expect to see under the HUB "Self Performance Justification" from winning bidders?				04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (60 minutes)	60 minutes	04/20/2020 01:34 PM CDT
Prieto	Sergio	sprieto@mayantechs.com	1	02:24:02 PM CDT	Would you provide a link to the portal that customers would be using to post their solicitation if they decide to do it via the portal?				04/30/2020 01:59 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/17/2020 09:20 AM CDT
Prieto	Sergio	sprieto@mayantechs.com	2	02:34:34 PM CDT	do we need to use a HUB? We are thinking about self fulfilling the contract and we are not a HUB.				04/30/2020 01:59 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/17/2020 09:20 AM CDT
Prieto	Sergio	sprieto@mayantechs.com	3	02:41:16 PM CDT	we havent done business with the state in the past. Are references from the Private Sector equally valid? or are we unable to participate in this contract?				04/30/2020 01:59 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/17/2020 09:20 AM CDT
Razan	Michael	michael.razan@bcconizant.com	1	02:31:13 PM CDT	Will it be possible to negotiate the final contract for this procurement so Terms and Conditions are mutual to both the vendor and the state?		Thompson	Chandra	04/30/2020 01:54 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 6 minutes)	1 hour 6 minutes	04/29/2020 07:59 AM CDT
Robinson	Scott	srobinson@homesolutions.net	1	02:54:46 PM CDT	Confirming that send references to Colleen directly.	Yes. Please send reference to Colleen.	Chandra		04/30/2020 01:58 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes)	1 hour 3 minutes	04/29/2020 11:23 AM CDT
Rooseman	Amanda	Amanda.Rooseman@toto.com	1	02:15:17 PM CDT	Can you please clarify the deadline for all references to be submitted? Is it May 7th or May 28th?				04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes)	1 hour 4 minutes	04/29/2020 01:13 PM CDT
Shah	Jusna	jusna@esolvit.com	1	02:49:34 PM CDT	Prices list are the same we have to follow or it is a sample price list				04/30/2020 01:58 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes)	1 hour 3 minutes	04/17/2020 01:39 PM CDT
Shah	Jusna	jusna@esolvit.com	2	02:50:35 PM CDT	Question for Lynn if we have currently approved HSP form can we use that alongwith the new HUb we have contacted through e-mail do we need to change anything on that or we can submit as it is with the copy of e-mail send it to Hub vendor				04/30/2020 01:58 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes)	1 hour 3 minutes	04/17/2020 01:39 PM CDT
Shaikh	Kabir	kabir@lbsac.com	1	02:36:50 PM CDT	references deadline is 5/7 or 5/28.	May 28, the date was updated in Addendum 1 costed on the ESBD today.	Thompson Chandra		04/30/2020 02:16 PM CDT - 04/30/2020 03:00 PM CDT (45 minutes)	45 minutes	04/30/2020 02:16 PM CDT
Shaikh	Kabir	kabir@lbsac.com	2	02:37:38 PM CDT	Thank you.				04/30/2020 02:16 PM CDT - 04/30/2020 03:00 PM CDT (45 minutes)	45 minutes	04/30/2020 02:16 PM CDT
Shaikh	Kabir	kabir@lbsac.com	3	02:38:22 PM CDT	Just a quick question we are SBA 8a certified women owned HUB certified business doing IT Staffing for 15 years but did not work directly with federal or state will it disqualify us to respond to this RFO				04/30/2020 02:16 PM CDT - 04/30/2020 03:00 PM CDT (45 minutes)	45 minutes	04/30/2020 02:16 PM CDT
Shaikh	Mohsin	orb@cambavcs.com	1	01:58:36 PM CDT	Good Afternoon! Sure. we're in.	Thanks.	Thompson	Chandra	04/30/2020 02:16 PM CDT - 04/30/2020 03:00 PM CDT (45 minutes),04/30/2020 01:50 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 10 minutes),04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes)	1 hour 10 minutes	04/16/2020 03:10 PM CDT
Shaikh	Mohsin	orb@cambavcs.com	2	02:04:47 PM CDT	Yes. we can see!				04/30/2020 01:50 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 10 minutes),04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes)	1 hour 10 minutes	04/16/2020 03:10 PM CDT
Singh	Aanchal	aanchal.singh@smartims.com	1	02:27:31 PM CDT	Do we have to be ACTIVE on SAM.gov?				04/30/2020 01:58 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes),04/30/2020 02:02 PM CDT - 04/30/2020 02:52 PM CDT (51 minutes)	1 hour 2 minutes	04/16/2020 09:54 AM CDT
Sreedharan	Sampath	sampath@infocorvus.com	1	02:33:29 PM CDT	As we are HUB certified, we will meeting 100% of the HUB coal. is that correct?				04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes)	1 hour 4 minutes	04/29/2020 05:02 PM CDT
Swedberg	Ed	ed@governmentpartnersllc.com	1	02:17:10 PM CDT	If I am a HUB with limited time in business, can I use the qualifications and references of a partner in my response?				04/30/2020 01:51 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 9 minutes)	1 hour 9 minutes	04/21/2020 06:46 PM CDT
Taylor	Ryan	Ryan.Taylor@Randstadusa.com	1	02:04:14 PM CDT	I can see the slides	Thanks.	Thompson	Chandra	04/30/2020 01:59 PM CDT - 04/30/2020 02:59 PM CDT (1 hour)	1 hour	04/22/2020 01:45 PM CDT
Thron	Dianne	dthron@oo-clanet.com	1	02:29:02 PM CDT	Since this can be staff aug (maybe just one contractor), I don't understand how this will be subcontracted or why that would helpful to DIR as HUB contractors can bid this.				04/30/2020 01:51 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 10 minutes)	1 hour 10 minutes	04/17/2020 12:51 PM CDT
Unlie	Richard	richard.unlie@mediba.com	1	02:30:45 PM CDT	If you are a Small Business do you need to submit a HUB				04/30/2020 01:52 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/19/2020 01:19 PM CDT
Unlie	Richard	richard.unlie@mediba.com	2	02:44:12 PM CDT	How do evalute Vendor performance. What are the measures and what criteria do you use				04/30/2020 01:52 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes),04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 8 minutes)	1 hour 8 minutes	04/19/2020 01:19 PM CDT
Vadiakonda	Srikanth	Sri@intensifvtech.com	1	02:04:19 PM CDT	yes	Thanks.	Thompson	Chandra	04/30/2020 01:55 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes)	1 hour 8 minutes	04/16/2020 03:51 PM CDT
Van	Lavanva	lavanva@hireblazer.com	1	02:47:35 PM CDT	What if the company is incorporated a year ago, But we have 10 years of staffing industry experience? how would that effect evaluation?				04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 3 minutes)	1 hour 3 minutes	04/16/2020 03:27 PM CDT
Velu	Sam	sam@amzur.com	1	02:04:14 PM CDT	yes	Thanks.	Thompson	Chandra	04/30/2020 02:02 PM CDT - 04/30/2020 03:00 PM CDT (59 minutes)	59 minutes	04/22/2020 07:05 AM CDT
Velu	Sam	sam@amzur.com	2	02:07:18 PM CDT	YRW- Will you be sharing the presentation an d recording	Yes. The presentation is in the webinar handout section.	Thompson Chandra		04/30/2020 02:02 PM CDT - 04/30/2020 03:00 PM CDT (59 minutes)	59 minutes	04/22/2020 07:05 AM CDT
Velu	Sam	sam@amzur.com	3	02:18:17 PM CDT	tv				04/30/2020 02:02 PM CDT - 04/30/2020 03:00 PM CDT (59 minutes)	59 minutes	04/22/2020 07:05 AM CDT
Verma	Sudesh	sudesh@askitc.com	1	02:04:19 PM CDT	No we cannot see	Hopefully you can see it now.	Thompson Chandra		04/30/2020 01:42 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 19 minutes)	1 hour 19 minutes	04/30/2020 12:14 PM CDT
Verma	Sudesh	sudesh@askitc.com	2	02:04:24 PM CDT	the screen	Can you see the screen?	Thompson Chandra		04/30/2020 01:42 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 19 minutes)	1 hour 19 minutes	04/30/2020 12:14 PM CDT
Verma	Sudesh	sudesh@askitc.com	3	02:04:39 PM CDT	yes now we can see				04/30/2020 01:42 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 19 minutes)	1 hour 19 minutes	04/30/2020 12:14 PM CDT
Verma	Sudesh	sudesh@askitc.com	4	02:17:54 PM CDT	So we need to download the fresh Reference Form which will be reflecting the date May 28, 2020. Is that So?				04/30/2020 01:42 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 19 minutes)	1 hour 19 minutes	04/30/2020 12:14 PM CDT
Verma	Sudesh	sudesh@askitc.com	5	02:29:27 PM CDT	Can we partner with one HUB Subcontractor to achieve this 26% ooal? Please clarify				04/30/2020 01:42 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 19 minutes)	1 hour 19 minutes	04/30/2020 12:14 PM CDT
Verma	Sudesh	sudesh@askitc.com	6	02:51:13 PM CDT	In Questions & Answers; it has been mentioned that New rates will be appicable				04/30/2020 01:42 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 19 minutes)	1 hour 19 minutes	04/30/2020 12:14 PM CDT
Verma	Sudesh	sudesh@askitc.com	7	02:51:50 PM CDT	but we dont see new rates list. The list attached in RFO is the one of current contract				04/30/2020 01:42 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 19 minutes)	1 hour 19 minutes	04/30/2020 12:14 PM CDT
Vickerv	Marv	marv.vickerv@dir.texas.oov	1	02:04:19 PM CDT	yes	Thanks.	Thompson Chandra		04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 1 minute)	1 hour 1 minute	04/29/2020 09:15 AM CDT
Volick	Thomas	companv@hhro.com	1	02:55:54 PM CDT	What is meant bv "Canceled Contracts"?				04/30/2020 01:55 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 6 minutes),04/30/2020 02:12 PM CDT - 04/30/2020 03:00 PM CDT (48 minutes),04/30/2020 02:14 PM CDT - 04/30/2020 02:59 PM CDT (45 minutes)	1 hour 6 minutes	04/16/2020 02:58 PM CDT
Vusirika	Suvarna	suvarna.vusirika@adventolobal.com	1	02:49:58 PM CDT	does references needs to be from Texas or other states will work?				04/30/2020 01:58 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/29/2020 02:07 PM CDT
Vusirika	Suvarna	suvarna.vusirika@adventolobal.com	2	02:51:57 PM CDT	The proposal needs to be uploaded online or ship it to DIR office?				04/30/2020 01:58 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 2 minutes)	1 hour 2 minutes	04/29/2020 02:07 PM CDT
Wells	Tonva	tlwells@ciber.com	1	02:04:25 PM CDT	I can see it.				04/30/2020 01:41 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 19 minutes)	1 hour 19 minutes	04/28/2020 01:21 PM CDT
Wells	Tonva	tlwells@ciber.com	2	02:21:00 PM CDT	How manv states other than Texas utilize this contract?				04/30/2020 01:41 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 19 minutes)	1 hour 19 minutes	04/28/2020 01:21 PM CDT
Wells	Tonva	tlwells@ciber.com	3	02:49:27 PM CDT	I don't saw what specific financial information is requested for the financial review. What information are we supposed to provide?				04/30/2020 01:41 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 19 minutes)	1 hour 19 minutes	04/28/2020 01:21 PM CDT
Yazhari	Nooshin	nvazhari@ooptimumcs.com	1	02:09:31 PM CDT	If we are an existing DIR vendor, under another DIR contract, do we still have to provide Vendor Information, Marketing Plan, and HUB Subcontracting Plan for this contract?				04/30/2020 02:01 PM CDT - 04/30/2020 03:00 PM CDT (59 minutes)	59 minutes	04/30/2020 02:01 PM CDT
Yazhari	Nooshin	nvazhari@ooptimumcs.com	2	02:12:21 PM CDT	On the NotToExceedRates sheet, it seems like the rates are lower than the previuos DIR awards from past years's DIR Staffing Contracts. Also, the rates are significantly lower than standard market/GSA rates. If we have to offer higher NotToExceedRates rate, matching our GSA contract, does that automatically disqualify us?				04/30/2020 02:01 PM CDT - 04/30/2020 03:00 PM CDT (59 minutes)	59 minutes	04/30/2020 02:01 PM CDT
Yazhari	Nooshin	nvazhari@ooptimumcs.com	3	02:52:00 PM CDT	If we don't get 3 refences back to DIR, will we be disqualified?				04/30/2020 02:01 PM CDT - 04/30/2020 03:00 PM CDT (59 minutes)	59 minutes	04/30/2020 02:01 PM CDT
Young	cathy	hr@intelliblue.com	1	02:04:20 PM CDT	Yes	Thank you Cathy!	Thompson Chandra		04/30/2020 01:37 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 23 minutes),04/30/2020 01:52 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 9 minutes),04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 7 minutes)	1 hour 23 minutes	04/16/2020 02:55 PM CDT
Young	cathy	hr@intelliblue.com	2	02:43:12 PM CDT	what about the companies that are applying for the first time				04/30/2020 01:37 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 23 minutes),04/30/2020 01:52 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 9 minutes),04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 7 minutes)	1 hour 23 minutes	04/16/2020 02:55 PM CDT
Young	cathy	hr@intelliblue.com	3	02:43:53 PM CDT	who are not in vendor performance systems				04/30/2020 01:37 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 23 minutes),04/30/2020 01:52 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 9 minutes),04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 7 minutes)	1 hour 23 minutes	04/16/2020 02:55 PM CDT
Young	cathy	hr@intelliblue.com	4	02:52:12 PM CDT	QI Reference: Need to be from client or MSP prolvder				04/30/2020 01:37 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 23 minutes),04/30/2020 01:52 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 9 minutes),04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 7 minutes)	1 hour 23 minutes	04/16/2020 02:55 PM CDT
Young	cathy	hr@intelliblue.com	5	02:53:47 PM CDT	For Rate, do we need to follow the rates given or we can submit bid with low rates				04/30/2020 01:37 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 23 minutes),04/30/2020 01:52 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 9 minutes),04/30/2020 01:53 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 7 minutes)	1 hour 23 minutes	04/16/2020 02:55 PM CDT
bandreddv	hemchand	hemchand@bansar.com	1	02:05:42 PM CDT	statement of work is same as DBITS?				04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 1 minute)	1 hour 1 minute	04/27/2020 11:00 AM CDT
bandreddv	hemchand	hemchand@bansar.com	2	02:08:45 PM CDT	registering with federal sam(System of award management) is mandatory?				04/30/2020 02:00 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 1 minute)	1 hour 1 minute	04/27/2020 11:00 AM CDT
desai	neha	neha.desai@sxtech.us	1	02:52:34 PM CDT	IS IT mandatory to have HUB				04/30/2020 01:43 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 17 minutes)	1 hour 17 minutes	04/16/2020 04:27 PM CDT
desai	neha	neha.desai@sxtech.us	2	02:53:36 PM CDT	Is It Mandatory to partner with HUB vendors? is there an evaluation points for it?				04/30/2020 01:43 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 17 minutes)	1 hour 17 minutes	04/16/2020 04:27 PM CDT
desai	neha	neha.desai@sxtech.us	3	02:54:00 PM CDT	can we partner with two or more HUBs?				04/30/2020 01:43 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 17 minutes)	1 hour 17 minutes	04/16/2020 04:27 PM CDT
oil	oren	oren@nfconsultino.com	1	02:22:22 PM CDT	please discuss the differences between the two new types of solicitations (SOW, & req for Rasumes) versus the previous types (best value & open)				04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes)	1 hour 4 minutes	04/29/2020 12:44 PM CDT
gil	oren	oren@nfconsultino.com	2	02:26:46 PM CDT	On SOW type of solicitation. So, that's a type of solution that is still billed as hourly work but not necessarily tied to a specific resume/resource ?				04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes)	1 hour 4 minutes	04/29/2020 12:44 PM CDT
oil	oren	oren@nfconsultino.com	3	02:30:46 PM CDT	Please cover the significant changes to billing rate (NTE's) on the new contract. How are customers/vendors expected to handle this since many of the new rates are well below current rates. Some customers will be cutting orders before current contract expiration, so will they be using previous NTE's ?				04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes)	1 hour 4 minutes	04/29/2020 12:44 PM CDT
oil	oren	oren@nfconsultino.com	4	02:47:48 PM CDT	does DIR have a 'goal' number of vendors to offer contracts to? And, are there any sub-goals within that, e.g., a certain number of small vendors, or new vendors. etc?				04/30/2020 01:57 PM CDT - 04/30/2020 03:00 PM CDT (1 hour 4 minutes)	1 hour 4 minutes	04/29/2020 12:44 PM CDT
sharmshabad	rashi	support@innosoul.com	1	02:17:54 PM CDT	do we need to registered to do business in TX before submitting our response or can we register once we get selected?				04/30/2020 02:05 PM CDT - 04/30/2020 03:00 PM CDT (56 minutes)	56 minutes	04/23/2020 11:08 PM CDT
sharmshabad	rashi	support@innosoul.com	2	02:42:20 PM CDT	Can one customer rep send three email references if they have 3 different contracts with us? ex: 3 of our resources working on a project for an agency and same manager manages all 3. can they send 3 emails referring to all those 3 contracts?				04/30/2020 02:05 PM CDT - 04/30/2020 03:00 PM CDT (56 minutes)	56 minutes	04/23/2020 11:08 PM CDT
sharmshabad	rashi	support@innosoul.com	3	02:58:03 PM CDT	Is there a way we can find out from DIR if there are any delays or failure to perform in our current contract? What type of scenarios should we include in our response: ex a consultant left before completing the contract, or response did not join as he got another offer, or a candidate needed replacement etc				04/30/2020 02:05 PM CDT - 04/30/2020 03:00 PM CDT (56 minutes)	56 minutes	04/23/2020 11:08 PM CDT
udler	aaron	aaron.udler@officeoninc.com	1	02:04:27 PM CDT	yes. we can see				04/30/2020 02:02 PM CDT - 04/30/2020 03:00 PM CDT (58 minutes)	58 minutes	04/17/2020 11:10 AM CDT

Information Technology Staff Augmentation Contract (ITSAC) Services Request for Offer DIR-CPO-TMP-445

Interns, Rates and
Categories Webinar
May 26, 2020

DIR
Texas Department of Information Resources

Transforming How
Texas Government
Serves Texans

Agenda

- Introductions
- ACC Internship Program
- New ITSAC Rates and Methodology
- Specialist Level
- Undefined Title
- Questions and Answers
- Conference Recap/Closing

Introductions

Colleen Berkley

Procurement Services Director
Chief Procurement Office

Chandra Thompson

Procurement Lead
Chief Procurement Office

Sam Greer

Director of Employer Outreach
and Experiential learning
Programs
Austin Community College

Scott Wilson

Procurement Lead
Chief Procurement Office

RFO DIR-CPO-TMP-445

Internship Program Overview

Sam Greer PhD

Director of Employer Outreach and Experiential learning Programs

Austin Community College

President

Texas Cooperative Education and Internship Association

samuel.greer@austincc.edu

DIR Transforming How Texas Government Serves Texans

Austin Community College Internship Placement Process

All ACC internship students are enrolled in internship practicums that are regulated by the Texas Higher Education Coordinating Board. Students must have departmental approval to register. These classes are typically the final class the student takes before graduation.

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Austin Community College Internship Placement Process

Internship classes start in late August (fall), late January (spring), and late May (summer)

This is when you will find the best candidates. We start recruiting placements for these positions 90 days prior to the start of each semester.

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Austin Community College Internship Placement Process

ACC Computer Studies degree and certificate specializations:

- Programming
  - Java
  - C++
  - Python
  - Database
  - Web programming
  - Software testing
- Network Administration
  - Cyber Security
  - User/Computer Support
  - PC Technician
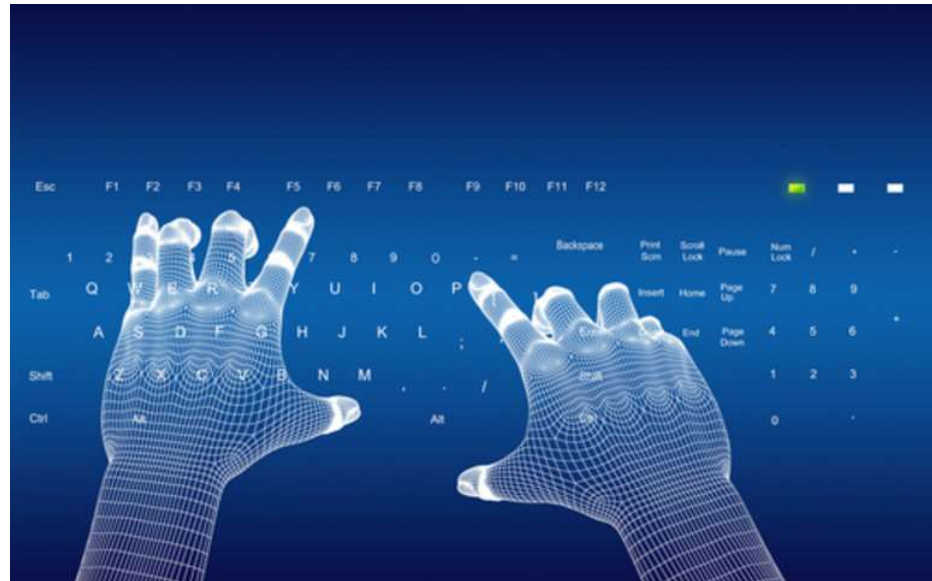
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Austin Community College Internship Placement Process

Two ways ITSAC Contract Holders can get vetted ACC Interns:

1. Email at <u>internships@austincc.edu</u> (Request for intern form will be sent to you)

2. Once you have requested an intern, you will continue to be sent an email solicitation 90, 60, and 30 days prior to the start of each semester

Transforming How Texas Government Serves Texans

Austin Community College Internship Placement Process

1. No cost and no obligation.

2. Will receive resumes for review.

3. Request interns at any time, but there may be a delay until the next semester to find a qualified candidate.

Austin Community College Internship Placement Process

Internship students are vetted and approved before they are allowed to apply for DIR positions. Prior to the start of each semester, you will be contacted by the internship class instructor to discuss your position. They will then determine the most qualified applicants from those enrolled in the class.

Select me!

Austin Community College Internship Placement Process

Any position that is not filled by a registered intern will be placed on the general ACC Career Services job board.

Applicants applying from those postings are not vetted by the college.

Austin Community College Internship Placement Process

For placements outside of Austin, please contact me directly. I will connect you with a college IT internship program in your area.
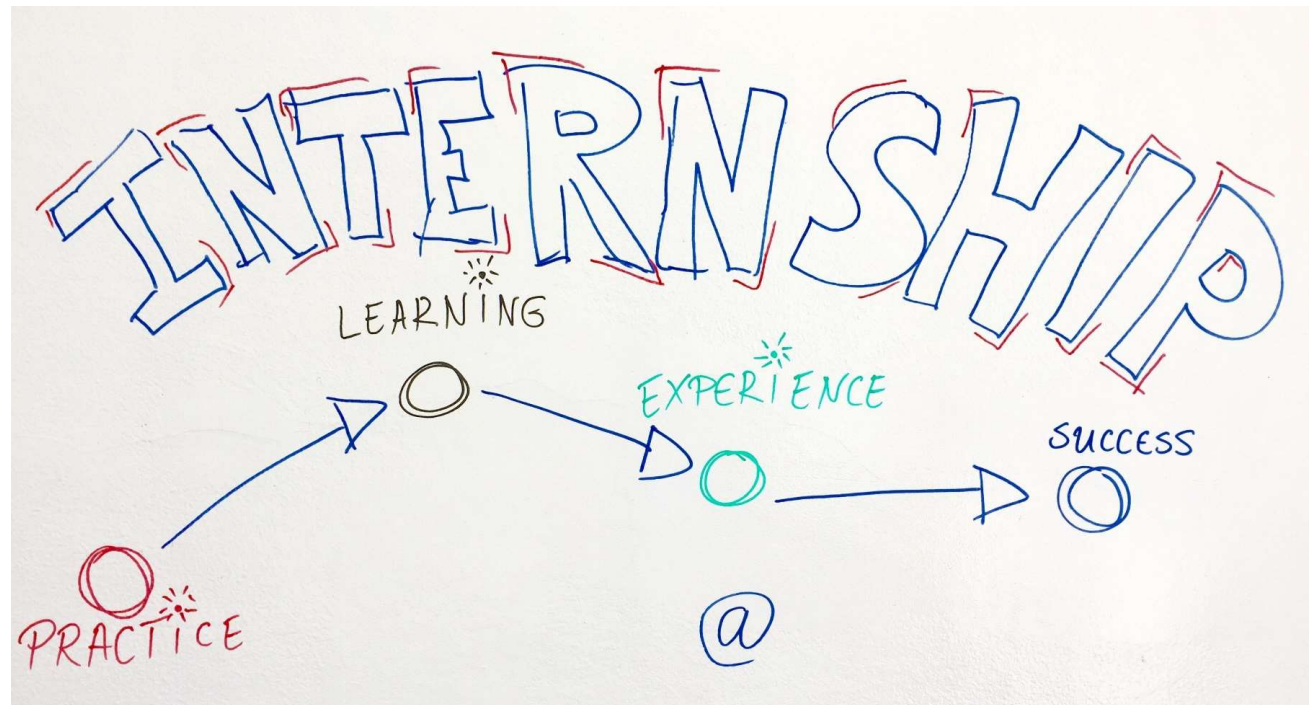
Austin Community College Internship Placement Process

RFO DIR-CPO-TMP-445

Not-to-Exceed Rates, Specialist Level, and Undefined Category

Colleen Berkey

DIR Director of Procurement Services

Chief Procurement Office

colleen.Berkley@dir.texas.gov

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NTE Rates, Specialist Level, and Undefined Category

NTE Rates

- Market Research to define base salary
  - Robert Halff.com
  - Salary.com
  - Payscale.com
  - Third-party verification
  - State Auditor's Office Salary rates

- Multiplier for Austin, TX rate adjustment (10%)

- Multiplier for benefits (60%)

- Multiplier for ITSAC Contract Holder margin (20%)
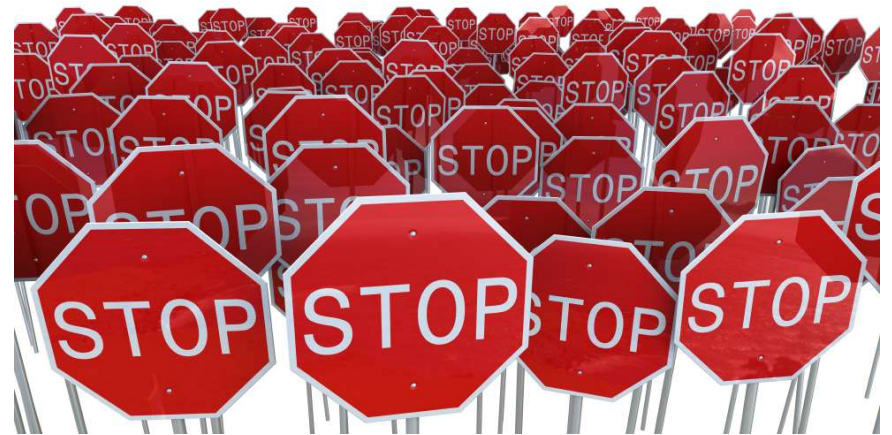
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NTE Rates, Specialist Level, and Undefined Category

THE SPECIALIST

Specialist Level

- Activated by Customer
- Allows for inclusion of specialized skill set into DIR identified categories
- Contract Holders may only propose rates for Specialist Level solicitations

NTE Rates, Specialist Level, and Undefined Category

Undefined Category

- For use by Customer when identifying an IT service not currently on Contract
- Contract Holders may propose rates for Customer-defined categories

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NTE Rates, Specialist Level, and Undefined Category Questions?

RFO DIR-CPO-TMP-445

Bonus Content

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Response Tips

- **Follow the Point of Contact instructions in RFO Section 3.1; you may contact HUB directly at <u>dir.hub@dir.texas.gov</u> regarding HSPs**
- **Check the ESBD often for Addenda and review materials**
- **Allow at least 24 hours for an email response or acknowledgement**
- **Follow up with your References, not with DIR**
- **Don't wait until the last day, hour to submit, and you must hit "Submit" in BidStamp for your Response to be eligible for evaluation.**

Tips & Tricks

Conference Recap/Closing

An Addendum will be issued, to include:

- These slides,
- Attendee lists.

Conference Recap/Closing

- **HUB questions?** Contact Lynn Hodde: lynn.hodde@dir.texas.gov

- **All other questions, inquiries, etc.?**
  Contact Colleen Berkley: colleen.berkley@dir.texas.gov

- **Deadline for submitting Refence Forms:** May 28, 2020 at 2:00 p.m. C.T.; late Reference Forms may be accepted up to the Response due date.

- **Deadline for submitting Responses:** June 11, 2020 at 2:00 p.m. C.T.

Thank you for your participation and interest in this solicitation effort.

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Texas Department of Information Resources

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Texas Government
Serves Texans

Last Name	First Name	Email Address	Registration Date/Time	Organization	Are you a HUB Vendor
Abdeladim	Rita	rita@abdeladim.com	05/13/2020 09:36 AM CDT	Abdeladim & Associates	Yes
Acord	Justin	Govt-Bids@cogentinfo.com	05/20/2020 07:32 AM CDT	COGENT Infotech Corporation	No
Adudodla	VenkatReddy	venkat@smartfolksinc.com	05/25/2020 10:52 PM CDT	Smart Folks Inc	Yes
AllBee	Timothy	timothy.allbee@recruitveterans.com	05/21/2020 12:23 PM CDT	Recruit Veterans	Yes
Allen	Kindra	kindraallen@deloitte.com	05/13/2020 10:53 AM CDT	Deloitte	No
Arabolu	Madhavi	marabolu@numbersonly.com	05/21/2020 09:10 AM CDT	Numbers Only, Inc	Yes
Astarita	Eugene	eastarita@pcgus.com	05/14/2020 04:30 PM CDT	Public Consulting Group	No
Avery	Karen	kavery@mmcgrp.com	05/12/2020 06:18 PM CDT	MMC Group	Yes
BANDREDDY	HEMCHAND RAVINDRANA	hemchand@bansar.com	05/18/2020 11:44 PM CDT	Bansar Technologies Inc	Yes
BONDADA	TH	ravibondada@gmail.com	05/21/2020 01:15 PM CDT	MARKSYS TECHNOLOGIES LLC	No
Badolato	Andrew	abadolat@teksystems.com	05/13/2020 09:23 AM CDT	TEKsystems	No
Bagaria	Sapna	sapna@e-consultinginc.com	05/24/2020 09:49 PM CDT	E-Consulting, Inc.	Yes
Baley	Gena	genabaley@capsysinc.com	05/13/2020 08:00 AM CDT	Capitol Systems, Inc.	Yes
Baley	David	dbaley@capsysinc.com	05/13/2020 07:58 AM CDT	Capitol Systems, Inc.	Yes
Barnett	Melissa	mbarnett@vsoftconsulting.com	05/21/2020 07:56 PM CDT	V-Soft Consulting Group, Inc.	No
Beauvoir	Max	max@ossinc.us.com	05/18/2020 04:16 PM CDT	OSS, Inc	Yes
Bell	Latravious	LBELL@Latavco.com	05/14/2020 11:27 PM CDT	Latavco Consulting Group. LLC	Yes
Bhattacharyya	Shouvik	shouvik@b12consulting.com	05/19/2020 02:10 PM CDT	B12	Yes
Bhima	Latha	vms@ricefwtech.com	05/13/2020 03:42 PM CDT	RICEFW Technologies Inc	No
Blom	Richard	dblom@b12gov.com	05/20/2020 07:28 AM CDT	B12	Yes
Boddapu	Usha	usha@esolvit.com	05/20/2020 11:37 AM CDT	Esolvit Inc.	Yes
Britton	Michael	mbritton@secureditsolutions.com	05/20/2020 12:47 PM CDT	Secured IT Solutions	No
Brosseau	Bo	Bo.Brosseau@nttdata.com	05/13/2020 11:59 AM CDT	NTT DATA	No
Brown	Todd	tbrown@accesssciences.com	05/13/2020 11:26 AM CDT	Access Sciences	Yes
COLLINS	Patrick	patrick.collins@essnova.com	05/13/2020 04:38 PM CDT	Essnova Solutions	No
Camarillo	Mariano	mariano@texasgovlink.com	05/19/2020 02:01 PM CDT	Texas GovLink	Yes
Carter	Richard	richard.carter@neosconsulting.com	05/13/2020 10:38 AM CDT		Yes
Caudle	Melynda	caudle@cooperconsulting.com	05/13/2020 09:38 AM CDT	Cooper Consulting Company	Yes
Ceppi	Matt	ceppi@sigcorp.com	05/18/2020 03:11 PM CDT	SIG	No
Chaturvedi	Rishab	rishab.chaturvedi@agreeya.com	05/14/2020 07:22 AM CDT	AgreeYa Solutions, Inc.	No
Chavez	Orlando	orlando.chavez@recruitveterans.com	05/21/2020 02:12 PM CDT	Recruit Veterans	Yes
Chen	Katherine	katherine.chen@savvytech.us	05/20/2020 10:08 PM CDT	Savvy Tech	Yes
Clark	Jessica	jessica@jlcconsultant.com	05/18/2020 12:51 PM CDT	JLC Consulting, Inc.	No
Cochrane	Emily	ecochrane@brooksource.com	05/21/2020 11:11 AM CDT	Brooksouce	No
Collier	Shane	sacollier@dsig-inc.com	05/12/2020 05:53 PM CDT	Data Systems Integration Group, Inc.	No
Colliver	Paul	paul.colliver@disys.com	05/26/2020 02:37 PM CDT	Digital Intelligence Systems	No
Contreras	Dan	dan.contreras@txonesource.com	05/19/2020 01:51 PM CDT		No
Cooper	Crystal	crystal.cooper@infojiniconsulting.com	05/21/2020 08:09 AM CDT	Infojini, Inc.	No
Couloute	Jessica	jessica.couloute@addisongroup.com	05/20/2020 10:18 AM CDT		No
Curtin	Anna	anna.curtin@cgi.com	05/26/2020 09:34 AM CDT	CGI	No
Cuthbertson	Shea	scuthbertson@apexsystems.com	05/19/2020 10:23 AM CDT	Apex Systems	No
Daniel	Kara	kara@ekhp.consulting	05/19/2020 01:57 PM CDT	EKHP	Yes
Darby	Shelia	shelia@darbyconsulting.com	05/14/2020 12:21 PM CDT	Darby Consulting LLC	Yes
Darby	Daniel	dandarby@darbyconsulting.com	05/14/2020 12:31 PM CDT	Darby Consulting	Yes
Daruri	Venkata	venkat.daruri@sstech.us	05/13/2020 02:21 PM CDT		No
Davis	Tina	tina@esolvit.com	05/20/2020 11:36 AM CDT	Esolvit Inc.	Yes

Davuluri	Nagesh	nagesh.davuluri@amzur.com	05/18/2020 08:23 AM CDT		No
Dhir	Manoj	manoj.dhir@madiba.com	05/26/2020 02:02 PM CDT		No
DiDominic	John	john.didominic@abacustechnical.com	05/19/2020 02:02 PM CDT	Abacus	No
Du Preez	Amy	austin.big.sky@gmail.com	05/26/2020 02:11 PM CDT	Big Sky IT	No
Duke	Ken	kend@tristarrgroup.com	05/18/2020 01:24 PM CDT	Tri-Starr Group	Yes
Duvvuri	Bheem	bheems@coolsofttech.com	05/21/2020 11:19 AM CDT	COOLSOFT LLC	No
Edgington	Victoria	victoria@theamagency.com	05/20/2020 09:02 AM CDT	The AM Agency	No
Elias	Nad	nad.elias@therecruitability.com	05/26/2020 02:04 PM CDT	recruitAbility	No
Fitzgerald	Justin	jfitzgerald@judge.com	05/26/2020 02:00 PM CDT	The Judge Group	No
Gaddam	Sreerangam	sree.gaddam@celersystems.com	05/16/2020 10:41 AM CDT	Celer Systems, Inc.	No
Gonet	connor	connor.gonet@atos.net	05/15/2020 01:45 PM CDT	Atos	No
Gonzalez	Michael	michael.gonzalez@us.sogeti.com	05/14/2020 04:51 PM CDT	Capgemini	No
Goode	Jennifer	jgoode@rfdinc.com	05/26/2020 02:01 PM CDT	RFD & Associates	Yes
Gorjala	Rama	rama@sr-professionals.com	05/14/2020 06:22 PM CDT	S&R Professionals	Yes
Goyal	Mo	mo@loblollyconsulting.com	05/13/2020 09:58 AM CDT	Loblolly	Yes
Griffin	Travis	travisgriffin@optechs-inc.com	05/18/2020 01:05 PM CDT	Optimized Technical Solutions	Yes
Gurunathan	Ram	ram@chandratech.com	05/12/2020 05:43 PM CDT	Chandra Technologies Inc	No
Gururani	Nidhi	nidhi@ossinc.us.com	05/18/2020 04:18 PM CDT	OSS, Inc	Yes
Gutti	Sridhara	srgutti@essnova.com	05/13/2020 06:25 PM CDT		No
Hanna	Brittainy	bhanna@htrjobs.com	05/26/2020 12:21 PM CDT	Hunter Technical Resources	No
Harrison	Stephanie	stephanie.harrison@dir.texas.gov	05/21/2020 03:44 PM CDT	DIR	No
Hartke	Ron	vendorregistration@ardentinc.com	05/26/2020 02:50 AM CDT	Ardent Technologies Inc	No
Hawk	Sue	sue.hawk@gts-ts.com	05/13/2020 10:23 AM CDT	GTS Technology Solutions, Inc.	Yes
Hawkins	Kandace	kandaceh@tristarrgroup.com	05/18/2020 02:08 PM CDT	Tri-Starr Personnel	Yes
Haws	Bryce	bhaws@lineasolutions.com	05/22/2020 04:29 PM CDT	Linea Solutions	No
Hayes	Will	whayes@idr-inc.com	05/25/2020 05:06 PM CDT	Internal Data Resources, Inc.	No
Henley	Michael	mhenley@roseint.com	05/22/2020 08:52 PM CDT	Rose International Inc.	No
Hensler	Curt	curtis.hensler@cgi.com	05/21/2020 01:47 PM CDT	CGI	No
Hermann	Bryan	bryan.hermann@onshoreoutsourcing.com	05/13/2020 09:56 AM CDT		No
Higginbotham	Candice	candice.higginbotham@nhrg.com	05/13/2020 08:47 AM CDT	NHRG, Inc.	Yes
Hight	Bowden	bowden@bowdenhight.com	05/21/2020 01:19 PM CDT		No
Holcombe	Christina	cholcombe@fhr-solutions.com	05/26/2020 08:53 AM CDT		No
Horowitz	Michael	mhorowitz@pcgus.com	05/15/2020 10:50 AM CDT	Public Consulting Group	No
Howick	Ward	Ward@themidtowngroup.com	05/26/2020 01:59 PM CDT	The Midtown Group	No
Hubbard	Robert	rhubbard@genuent.com	05/19/2020 02:07 PM CDT	Genuent	No
Hussein	Abdigani	support@primaryGE.com	05/20/2020 12:58 PM CDT	Primary General Enterprises	Yes
Inniss	Hadyn	hadyn.inniss1@qubtx.com	05/22/2020 11:59 AM CDT	QUBTX LLC	Yes
Irby	Karon	karon.irby@neosconsulting.com	05/26/2020 10:22 AM CDT	Neos Consulting Group	Yes
Jackson	Gwyn	gwjackson@pcgus.com	05/19/2020 10:13 AM CDT	PCG	No
Jacoby	Rebecca	rjacoby@figsolutions.com	05/20/2020 10:22 AM CDT	Ferrilli	No
Jaques	Kamryn	kamryn@mystratice.com	05/14/2020 11:17 AM CDT	Stratice, LLC	No
Jones	Dana	dana@lunadatasolutions.com	05/12/2020 06:41 PM CDT		Yes
Jones	Bettina	bjones@bravotech.com	05/18/2020 10:15 AM CDT	BravoTECH	Yes
K	Dharmendra	accounts@zirastech.net	05/20/2020 09:20 PM CDT	Ziras Technologies Inc	No
Kadam	Datta	Datta.Kadam@ArnAmy.com	05/20/2020 03:28 PM CDT	ArnAmy, Inc.	No
Kakumani	Nagendra	nagendra@navayuga.com	05/18/2020 04:49 PM CDT	Navayuga Infotech LLC	No
Kapalli	Sanjay	kbi@knowledgebuilders.com	05/26/2020 10:45 AM CDT	Knowledge Builders Inc	No
Kashamalla	Robert	robert@abacusservice.com	05/19/2020 01:59 PM CDT	Abacus Service Corporation	No

Katta	Venkat	venkata.katta@kattainfotek.com	05/14/2020 06:20 PM CDT	Katta InfoTek	Yes
Keplinger	Mike	Mike.Keplinger@v3main.com	05/18/2020 10:55 AM CDT	V3Main Technologies, Inc.	Yes
Kertsos	Jenny	jenny.kertsos@gts-ts.com	05/13/2020 11:03 AM CDT	GTS Technology Solutions	Yes
Kilgore	Kellie	kkilgore@sigconsult.com	05/18/2020 08:45 AM CDT	Signature Consultants	No
Kimmel	Nawal	nkimmel@abdeladim.com	05/12/2020 08:29 PM CDT	Abdeladim & Associates	Yes
Konda	LN	LN.Konda@alissoftware.com	05/19/2020 10:34 AM CDT		Yes
Kumar	Sai	ITSAC@Integrateus.com	05/13/2020 12:09 PM CDT	IntegrateUs LLC.	Yes
Lal	Gita	glal@damaninc.com	05/22/2020 01:32 PM CDT	Daman Consulting Inc	Yes
Lang	Paul	plang@cloud49.com	05/21/2020 05:29 PM CDT	Cloud49	No
Launey	Audra	alauney@resourceintegrators.com	05/18/2020 11:00 AM CDT		Yes
Launius	Wendy	wlaunius@resourceintegrators.com	05/18/2020 11:36 AM CDT	Resource Integrators, LLC	Yes
Leatiota	Vaimagalo	vaimagalo.leatiota@recruitveterans.com	05/21/2020 11:04 AM CDT	Recruit Veterans	Yes
Loughlin	John	john.loughlin@redriver.com	05/20/2020 09:12 AM CDT	Red River	No
Lynch	Tom	tlynch@rfdinc.com	05/12/2020 05:57 PM CDT		Yes
M	Smita	dir@athomtech.com	05/13/2020 08:25 AM CDT		Yes
Maddikayala	Venkat	venkat.maddikayala@v3main.com	05/18/2020 11:01 AM CDT	V3Main Technologies	Yes
Malik	Qaiser	forqaiser@gmail.com	05/25/2020 09:01 AM CDT	Shahtez Software Solutions	Yes
Malott	David	dmalott@loblollyconsulting.com	05/21/2020 02:26 PM CDT	Loblolly Consulting	Yes
Maralla	Hari	hari@nipunsys.com	05/19/2020 11:22 PM CDT	Nipun Systems Inc	Yes
Martin	Jacob	jmartin@genuent.com	05/19/2020 01:15 PM CDT		No
Martinez	Alyssa	alyssamartinez@optechs-inc.com	05/18/2020 02:43 PM CDT	Optimized Technical Solutions, Inc.	Yes
Masaniec	Monika	monika@ossinc.us.com	05/18/2020 04:19 PM CDT	OSS, Inc	Yes
Matthews	Susan	susan.matthews@cpa.texas.gov	05/26/2020 09:24 AM CDT		No
Mayer	Ashleigh	amayer@figsolutions.com	05/20/2020 10:28 AM CDT	Ferrilli	No
McCarthy	Daniel	dmccarthy@rfdinc.com	05/26/2020 02:01 PM CDT	RFD and Associates Inc	Yes
McElrath	Rick	rmcelrath@premierlogitech.com	05/20/2020 10:22 AM CDT	Premier LogiTech	Yes
McFarlain	John	john@talsearchgroup.com	05/24/2020 10:45 AM CDT	Tal Search Group, Inc.	No
McFarland	James	jamesmcfar@gmail.com	05/18/2020 10:23 AM CDT	Hinz Consulting	No
McKenzie	Scott	scott@mckenzieconsultinginc.com	05/26/2020 02:05 PM CDT	McKenzie Consulting Inc.	No
Michalik	Tava	tmichalik@alliedconsultants.com	05/19/2020 09:08 AM CDT	Allied	No
Michel	Lacy	lacy.michel@neosconsulting.com	05/26/2020 09:11 AM CDT	Neos Consulting Group	Yes
Miller	Bryan	bmiller@genuent.com	05/19/2020 03:13 PM CDT	Genuent	No
Miller	Cheryl	cheryl@lunadatasolutions.com	05/12/2020 06:42 PM CDT	Luna Data Solutions, Inc.	Yes
Mohanarangan	Balaji	balaji@damaninc.com	05/26/2020 01:40 PM CDT	Daman Consulting, Inc	Yes
Moledina	Ahmed	amoledina@soaltech.com	05/20/2020 11:09 AM CDT	SOAL Technologies, LLC.	Yes
Molugu	Sreekanth	smolugu@unifysolutions.com	05/21/2020 12:45 PM CDT	Unify Solutions Inc	No
Mueller	Chelby	chelby.mueller@laborondemand247.com	05/22/2020 03:45 PM CDT	Labor On Demand, Inc.	Yes
Mustafa	Syed	admin@spurtech.com	05/19/2020 02:26 PM CDT		Yes
Nagilla	Sateesh	sateesh@namitus.com	05/21/2020 12:01 PM CDT	Namitus Technologies Inc	Yes
Nandyala	Lalitha	Lalitha@smartfolksinc.com	05/25/2020 10:31 AM CDT	Smart Folks Inc	Yes
Needham	Stephanie	sneedham@encoresupportsystems.com	05/14/2020 10:24 AM CDT	Encore Support Systems, L.P.	No
Negru	Bogdan	bnegru@sourcematch.team	05/12/2020 06:12 PM CDT	SourceMatch	Yes
Nihalani	Shobhna	shobhna.nihalani@texcelvision.com	05/13/2020 01:40 PM CDT	Arrati Inc dba texcelvision	Yes
Nirujogi	Prabhakar	prabhakar@amzur.com	05/22/2020 08:08 AM CDT	Amzur Technologies Inc	Yes
Nitzband	Mike	mikenitzband@tuckerrose.com	05/21/2020 01:11 PM CDT	Tucker-Rose Associates, LLC	No
O'Brien	Ed	eobrien@knowledgebuilders.com	05/22/2020 08:57 AM CDT	Knowledge Builders Inc. d/b/a KBI USA Inc.	No
Okonkwor	Tochukwu	tokonkwor@xyples.com	05/24/2020 03:36 PM CDT	Xyples LLC	Yes

Olenik	Ana	RFP@theglobaledgeconsultants.com	05/26/2020 06:46 AM CDT	The Global Edge Consulants	Yes
Ong-Dean	Colin	ong-dean@sigcorp.com	05/15/2020 03:34 PM CDT		No
Ortiz	Jose	JOrtiz@sprucetech.com	05/21/2020 10:03 AM CDT	Spruce Technology	No
Otanjac	Nenad	nenad.otanjac@verdtek.com	05/18/2020 01:56 PM CDT	Verdtek, Inc	Yes
Ozuna	Vanessa	vanessa@ptg.com	05/26/2020 01:24 PM CDT	Precision Task Group	Yes
Palacios	David	dpalacios@tech-consortium.com	05/14/2020 10:29 AM CDT	Technology Consortium	Yes
Palandurkar	Vijay	VIJAYK@VGROUPINC.COM	05/20/2020 07:30 AM CDT	V Group Inc.	No
Pare	Ravi	ravi@conquestitconsulting.com	05/20/2020 10:35 AM CDT	Conquest Consulting LLC	Yes
Passey	Aaron	aaron.passey@catapultsg.com	05/22/2020 12:09 PM CDT	Catapult Staffing, LLC	No
Pasunoori	Amar	amarpasunoori@yahoo.com	05/26/2020 02:00 PM CDT	Sonar Solutions Inc	Yes
Patel	Zeyn	zeyn@argustalent.com	05/13/2020 09:59 AM CDT	Argus Talent	Yes
Peek	Bill	bill@ekhpconsulting.net	05/19/2020 01:57 PM CDT	EKHP Consulting	Yes
Pelaprolu	Vijay	vp01@sageitinc.com	05/26/2020 02:10 PM CDT		No
Pewitt	Bill	bill@billpewitt.com	05/26/2020 12:04 PM CDT	Bill Pewitt and Associates	No
Powers	Shaun	shaun.powers@disys.com	05/13/2020 03:31 PM CDT	DISYS	No
Puppala	Karthik	karthik.puppala@prolim.com	05/19/2020 09:36 AM CDT	PROLIM Global Corporation	Yes
Raine	Kathleen	austinbigsky@gmail.com	05/26/2020 01:59 PM CDT	Paladino IT Services	No
Ramos	Ramon	rayramos1226@gmail.com	05/21/2020 12:12 PM CDT	Recruit Veterans	No
Randhawa	Karan	krandhawa@bmtechgroup.com	05/19/2020 11:40 AM CDT	BMTECH GROUP LLC	Yes
Rani	Sarada	sarada@srbsystems.com	05/26/2020 02:14 PM CDT	SRB Systems Inc	Yes
Ranjan	Anurag	anurag@iconma.com	05/13/2020 01:08 PM CDT	ICONMA	No
Ravi	Brijesh	brijeshr@vgroupinc.com	05/26/2020 11:50 AM CDT	V Group Inc.	Yes
Reddy	Mahidhar	mahidhar@abacusservice.com	05/19/2020 01:45 PM CDT		No
Reddy	Amar	Amar.Reddy@SmartIMS.com	05/26/2020 09:47 AM CDT	Smart IMS	No
Rios	Jessica	Jessica.Rios@ptg.com	05/26/2020 01:45 PM CDT		Yes
Robinson	Scott	srobinson@hornsolutions.net	05/13/2020 11:31 AM CDT	Horn Solutions	No
Roelofs	Wade	wade.r@saxonglobal.com	05/14/2020 07:01 AM CDT	Saxon Global	Yes
Rogers	Bill	bill.rogers@focalpointtx.com	05/26/2020 11:03 AM CDT	Focal Point Government Advisors	No
Roggeman	Amanda	Amanda.Roggeman@ptg.com	05/26/2020 01:24 PM CDT		Yes
Ruiz	Carlos	cruiz@encoresupportsystems.com	05/14/2020 10:12 AM CDT		No
Ryan	Andrew	aryan@v3gate.com	05/23/2020 11:54 AM CDT	V3Gate	No
SHARMA	SANDEEP	ssharma@evolversgroup.com	05/20/2020 08:40 AM CDT	THE EVOLVERS GROUP, L.P.	No
Santoro	Frank	f.santoro@judge.com	05/26/2020 02:38 PM CDT	Judge Technical Services, Inc.	No
Saraswat	Manu	manu.saraswat@nagarro.com	05/20/2020 02:19 PM CDT	Nagarro Inc.	No
Schwotzer	Lisa	lisa@dsig-inc.com	05/26/2020 07:48 AM CDT	Data Systems Integration Group, Inc.	No
Sessions	Gerda	gerda.sessions@gmail.com	05/14/2020 01:44 PM CDT	AGESS, LLC	Yes
Shah	Jugna	admin@esolvit.com	05/20/2020 11:35 AM CDT	Esolvit Inc.	Yes
Shaikh	Mohsin	grfp@cambaycs.com	05/20/2020 08:43 AM CDT	Cambay Consulting LLC	Yes
Shaleesh	Beshara	Admin@cbkcomputing.com	05/20/2020 11:27 AM CDT	CBK Computing Group	Yes
Shirley	Megan	megans@dcshq.com	05/14/2020 01:39 PM CDT	Dynamic Computing Services	Yes
Sikdar	Dattatreo	dattatreo.sikdar@connvertex.com	05/26/2020 02:00 PM CDT	Connvertex Technologies, Inc.	No
Simental	Tracie	tracie.simental@gts-ts.com	05/13/2020 10:30 AM CDT	GTS Technology Solutions	Yes
Simonetti	Tammy	tsimonetti@vsoftconsulting.com	05/22/2020 07:57 AM CDT	V-Soft	No
Singh	Aanchal	aanchal.singh@smartims.com	05/13/2020 08:40 AM CDT	Smart IMS, INC.	No
Singh	Raminder	mbeprogram@ccsglobaltech.com	05/22/2020 03:07 PM CDT	California Creative Solutions Inc. (dba CCS Global	No
Singh	Rohit	RSINGH@VOLUBLESYSTEMS.COM	05/25/2020 02:08 PM CDT	VOLUBLE SYSTEMS LLC	No
Singh	Varsha	varshas@vgroupinc.com	05/20/2020 07:16 AM CDT	V Group Inc.	No
Singh	Kulpreet	govt@tscti.com	05/25/2020 01:06 PM CDT	22nd Century Technologies, Inc.	No
Singh	Kamalpreet	kamal@amersolutions.com	05/15/2020 05:17 PM CDT	AMER Technology Inc.	No

Siva	Dinesh	dinesh.siva@zencongroup.com	05/17/2020 09:58 PM CDT	Zencon Group Inc.	No
Smetana	Andy	DIR@pmcsservices.com	05/13/2020 12:08 PM CDT	PMCS Services, Inc.	Yes
Smith	Matt	matt.smith@disys.com	05/19/2020 10:56 AM CDT	Disys	No
Smith	Karen	ksmith@elegantsolutions.us	05/18/2020 10:06 AM CDT	Elegant Enterprise-Wide Solutions, Inc.	No
Soman	Sandeep	sandeeps@vgroupinc.com	05/26/2020 04:45 AM CDT	V Group Inc.	No
Sperry	Liz	esperry@apexsystems.com	05/26/2020 02:01 PM CDT	Apex Systems	No
Srivastava	Vaibhav	vaibhav.srivastava@agreeya.com	05/14/2020 02:54 AM CDT	AgreeYa Solutions, Inc.	No
Stedman	Danna	danna.stedman@gts-ts.com	05/13/2020 10:26 AM CDT	GTS	Yes
Stith	David	dstith@vsoftconsulting.com	05/22/2020 07:28 AM CDT	V-Soft Consulting Group, Inc.	No
Taylor	Bracy	Bracy.Taylor@RecruitVeterans.com	05/21/2020 05:21 PM CDT	Recruit Veterans	No
Tenner	Joyce	joyce.tenner@iea-solutions.com	05/19/2020 02:46 PM CDT		No
Tenpas	Tim	tim.tenpas@appliedis.com	05/22/2020 08:04 AM CDT	AIS	No
Texter	Ann	ann.texter@dir.texas.gov	05/21/2020 03:14 PM CDT	DIR	No
Thomas	Susan	su@eninsystems.com	05/22/2020 11:11 AM CDT	ENIN SYSTEMS INC	No
Thompson	Chandra	chandra.thompson@dir.texas.gov	05/22/2020 07:27 AM CDT		
Tran	Tony	tony.tran@dir.texas.gov	05/21/2020 04:47 PM CDT		No
Trevino	Dan	dan.trevino@verdtek.com	05/18/2020 01:55 PM CDT	Verdtek, Inc	Yes
Trumpfheller	Heather	htrumpfh@teksystems.com	05/13/2020 08:52 AM CDT	TEKsystems	No
Turner	Tabitha	tturner@mmcgrp.com	05/13/2020 11:03 AM CDT	MMC Group	Yes
Unite	Richard	richard.unite@madiba.com	05/26/2020 11:58 AM CDT	Madiba.com	No
Vaada	Ram	rvaada@capricornsys.com	05/20/2020 06:17 AM CDT	Capricorn Systems, Inc.	No
Vadlamani	Ramesh	rvadlamani@cynosuretechnologies.com	05/26/2020 01:48 PM CDT	Cynosure Technologies LLC	Yes
Vairavan	Anna	Anna.Vairavan@Chandratech.com	05/12/2020 09:19 PM CDT	Chandra Technologies, Inc	No
Valluri	Sriram	SriramV@SmartIMS.com	05/26/2020 09:36 AM CDT	Smart IMS, Inc.	No
Van	Lavanya	lavanya@hireblazer.com	05/13/2020 10:34 AM CDT	HIREBLAZER LLC	Yes
Vaughn	Tom	tom@firecatstudio.com	05/26/2020 02:49 PM CDT	Firecat Studio	Yes
Vaught	Pam	pamv@tristarrgroup.com	05/18/2020 12:57 PM CDT	Tri-Starr Personnel LLC	Yes
Velu	Sam	sam@amzur.com	05/22/2020 06:15 AM CDT	Amzur	No
Visker	Christopher	cvisker@knowledgebuilders.com	05/22/2020 09:32 AM CDT	Knowledge Builders Inc d/b/a KBI USA Inc.	No
Volick	Thomas	tom.volick@nhrg.com	05/19/2020 07:38 AM CDT		Yes
Wagner	Diana	dwagner@pointb.com	05/15/2020 09:17 AM CDT	Point B	No
Wallace	Myles	myles@peakperformers.org	05/13/2020 08:52 AM CDT	Peak Performers	No
Walton	Robin	robin@cooperconsulting.com	05/13/2020 09:40 AM CDT	Cooper Consulting Company	Yes
Ward	Rich	rich@5wards.com	05/15/2020 09:36 AM CDT	5 Wards Group	Yes
Warny	Kent	kent.warny@competentia.com	05/20/2020 02:43 PM CDT	Competentia Services LLC	No
Wells	Tonya	tlwells@ciber.com	05/14/2020 01:55 PM CDT	Ciber Global, LLC	No
Wildes	Lori	loriwildes@dsig-inc.com	05/26/2020 09:39 AM CDT	Data Systems Integration Group, Inc dba DSIG	No
Williams	Kaye	kaye.williams@atos.net	05/15/2020 11:33 AM CDT	Atos	No
Williams	Jacob	Jacobw@aretetechnologiesinc.com	05/25/2020 05:03 PM CDT	Arete Technologies Inc	No
Williams	Debra	debra@governmentpartnersllc.com	05/14/2020 01:56 PM CDT	Government Partners LLC	No
Wilson	Scott	scott.wilson@dir.texas.gov	05/22/2020 05:40 PM CDT		No
Yazhari	Nooshin	nyazhari@optimumcs.com	05/19/2020 02:00 PM CDT		Yes
Yechuri	Ravi	ravi@smartfolksinc.com	05/25/2020 10:54 PM CDT	Smart Folks Inc	Yes
Yerramreddy	Anil	rfp@mouritech.com	05/16/2020 11:58 AM CDT	MOURI Tech LLC	Yes
Young	Jennifer	jennifer@dcshq.com	05/14/2020 01:43 PM CDT	Dynamic Computing Services	Yes
Zanatta	Dennis	dzanatta@geniusroad.com	05/26/2020 01:43 PM CDT		Yes
Zanatta	Kimberly	kzanatta@geniusroad.com	05/20/2020 01:11 PM CDT	Genius Road, LLC	Yes
Zanter	Andrew	andrew.zanter@vitaver.com	05/18/2020 03:38 PM CDT	Vitaver and Associates, Inc.	No
Zhu	Nevin	nevin@nvsconsulting.io	05/19/2020 11:45 AM CDT	NVS Consulting	Yes

a	rakesh	rakesh.a@ustechsolutionsinc.com	05/26/2020 09:51 AM CDT	US Tech Solution, Inc.	No
brumley	kendell	kendell@themidtowngroup.com	05/13/2020 03:40 PM CDT	Midtown Personnel, Inc., dba The Midtown Group	Yes
conway	jennifer	sales@candttech.com	05/19/2020 02:42 PM CDT	C&T Information Technology	Yes
dahn	bonnie	bdahn@treinen.com	05/19/2020 02:01 PM CDT		No
desai	neha	neha.desai@sstech.us	05/14/2020 12:07 PM CDT	System Soft Technologies	Yes
hernandez	lesslie	lesslie@sunnet.us	05/20/2020 02:25 PM CDT	sunnet solutions	Yes
kandukuri	gopi	gkandukuri@gmail.com	05/19/2020 02:06 PM CDT	Saxon global	Yes
kumar	vinay	vinay.dubey@dutechsystems.com	05/12/2020 06:03 PM CDT	Dutech Systems, inc	Yes
pandey	sweta	sweta@dutechsystems.com	05/12/2020 06:01 PM CDT	Dutech Systems, inc	Yes
shamshabad	rashi	support@innosoul.com	05/20/2020 03:41 PM CDT		No
Cohee	Travis	travis.cohee@nhrg.com	05/13/2020 08:53 AM CDT	National Human Resource Group, Inc.	Yes
Cole	Brian	BCole@ostglobal.com	05/25/2020 06:05 AM CDT	OST, INC.	No
DiDominic	John	jdidominic@yahoo.com	05/19/2020 02:10 PM CDT	Abacus Technical Services	No
Franklin	Jordan	jordan@mystratice.com	05/14/2020 12:53 PM CDT	Stratice	No
Goyal	Mohit	mgoyal@elegantsolutions.us	05/18/2020 10:03 AM CDT	Elegant Enterprise-Wide Solutions, Inc.	No
Hampton	Robin	robin@mystratice.com	05/14/2020 12:53 PM CDT	Stratice	No
Hight	Tiffany	tiffany@tiffanyhight.com	05/19/2020 03:56 PM CDT	Tiffany Hight & Associates	No
Hodgson	Bradford	bhodgson@lineasolutions.com	05/19/2020 01:25 PM CDT	Linea Solutions, Inc.	No
Ivaturi	Sirisha	sirisha.ivaturi@amzur.com	05/22/2020 01:56 AM CDT	Amzur Technologies, Inc	No
Jackson	Glenn	glenn@lunadatasolutions.com	05/12/2020 06:42 PM CDT		Yes
Khalfe	Gani	gani@argustalent.com	05/13/2020 10:21 AM CDT	Argus Talent	Yes
Legnon	Chris	clegnon@iqbginc.com	05/19/2020 09:57 PM CDT	IQ Business Group	No
Lester	Chris	chris.lester@catapultsg.com	05/22/2020 12:10 PM CDT	Catapult Staffing, LLC	No
Manace	Manmeet	rajk@buzzclan.com	05/20/2020 09:16 AM CDT	BuzzClan LLC	Yes
McCune	Michele	michele.mccune@cpa.texas.gov	05/19/2020 02:40 PM CDT	Comptroller's Office	No
Mears	Brent	bmears@astcorporation.com	05/20/2020 08:42 AM CDT	AST LLC	No
Morin	Dale	dale.morin@us.sogeti.com	05/19/2020 02:10 PM CDT	Sogeti	No
Nguyen	Diana	dnguyen@mmcgrp.com	05/13/2020 08:39 AM CDT		Yes
O'Reilly-Pol	Molly	molly@themidtowngroup.com	05/26/2020 01:06 PM CDT	Midtown Personnel, Inc.	No
Owens	Almaree	aowens@rhyan.com	05/13/2020 10:00 AM CDT	Rhyan Technology Services	Yes
Pantaleon	Christopher	chris.pantaleon@fiveptg.com	05/20/2020 08:06 AM CDT	Five Points and Associates	No
Radaikina	Iryna	iradaik@softserveinc.com	05/19/2020 01:33 PM CDT		No
Ramos	Ruben	rramos@pcgus.com	05/20/2020 12:59 PM CDT	Public Consulting Group (PCG)	No
Reddy	Madhusudana	Madhu@smartfolksinc.com	05/25/2020 10:56 PM CDT	Smart Folks Inc	Yes
Ricks	Mike	mricks@teksystems.com	05/13/2020 09:43 AM CDT	TEKsystems	No
Scholl	Kurt	kscholl@bravotech.com	05/18/2020 10:25 AM CDT	2021	Yes
Scott	Mickie	mickie_scott@e-qacorp.com	05/21/2020 12:22 PM CDT	DIR	No
Thorne	Katelyn	kthorne@teksystems.com	05/13/2020 03:08 PM CDT	TEKsystems	No
Tucker	Denise	dtucker@sigconsult.com	05/18/2020 09:08 AM CDT	Signature Consultants	No
Van Ogle	Erica	evanogle@treinen.com	05/19/2020 01:58 PM CDT	Treinen	No
Verma	Sudesh	sudesh@askitc.com	05/20/2020 07:12 AM CDT	Ask IT Consulting Inc.	No
Walker	Tim	twalker@treinen.com	05/19/2020 02:00 PM CDT		No
Wolf	Kathryn	kwolf@encoresupportsystems.com	05/14/2020 10:06 AM CDT	Encore Support Systems, LP	No
a	rakesh	akkera.rakesh@gmail.com	05/19/2020 01:12 PM CDT	US Tech Solutions, Inc.	No
kandukuri	gopi	gopi.k@saxonglobal.com	05/19/2020 02:03 PM CDT	Saxon global	Yes
white	susan	susan.white@cpa.texas.gov	05/19/2020 02:44 PM CDT	comptroller of public accounts	No