Texas Department of Information Resources

Department of Information Resources

Request for Offer

DIR-CPO-TMP-579

Information Technology Staff Augmentation Contract (ITSAC)

Commodity Item	Commodity Item Description	Commodity Class	Commodity Class Description
69	Personnel Services, Temporary	962	MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)
18	Cable Construction, Installation and Maintenance, Fiber Optic, Communication, Computer, etc.	962	MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)
40	Instructor-led, Classroom Training, Technical	924	EDUCATIONAL AND TRAINING SERVICES
02	Access Services, Data	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
03	Application Service Provider (ASP), Web Based Hosted	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
04	Applications Software, Main Frame Server Systems	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES

Commodity Item	Commodity Item Description	Commodity Class	Commodity Class Description
05	Application, Infrastructure, Hosting, Data Hosting and Cloud Computing Services, Vendor Hosted and Internally Hosted	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
07	Applications Software for Microcomputer Systems: Business, Mathematical and Statistical, Medical, Scientific, etc.	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
14	Applications Software, Mainframes and Servers	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
15	Assessment and Profiling Services of Software	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
16	Biometric Authentication System Software Services, Including Maintenance and Repair	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
17	Electronic Forms Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
18	Computer Aided Design (CAD) Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
19	Computer Digitizing Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
20	Computer Output to Microfilm/Microfiche (COM) Processing Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
21	Data Entry Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
22	Data Preparation and Processing Services, Including Bates Coding	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES

Commodity Item	Commodity Item Description	Commodity Class	Commodity Class Description
23	Data Recovery Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
24	Data Conversion Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
25	Diskette, CD Rom, DVD, Blu-ray, and Tape Duplicating Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
26	Desktop Publishing Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
27	Ecommerce Software Development Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
29	Facilities Management Services, Computer	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
30	Image Processing and Conversion Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
31	Installation of Computers, Peripherals, and Related Equipment (Including Software)	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
32	Intelligent Transportation System (ITS) Software, Including Design, Development, and Maintenance Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
33	Mapping and Geographical Information Systems (GIS) Services, Digitized, Cartography (See 962-52 for Standard Mapping Services)	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
37	Networking Services, Including Installation, Security, and Maintenance	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
38	Optical Scanning Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES

Commodity Item	Commodity Item Description	Commodity Class	Commodity Class Description
40	Programming Services, Computer, Including Mobile Device Applications	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
44	Risk Management for Software Development	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
45	Software Maintenance and Support Services and Updates and Data Hosting Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
46	Software Updating and Upgrading Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
47	Support Services, Computer, Includes Computer Warranties	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
49	Systems and Executive Software, Mainframe and Servers	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
56	Systems and Executive Software, Microcomputer	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
63	Systems and Executive Software, Mainframe and Servers	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
64	System Implementation and Engineering Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
65	System Requirements Quality Assurance Review	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
75	Technical Writing and Documentation, IT Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
76	Testing of Systems Infrastructure, Components or Software, IT Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
96	Web Page Design, Management and Maintenance Services	915	COMMUNICATIONS AND MEDIA RELATED SERVICES

Commodity Item	Commodity Item Description	Commodity Class	Commodity Class Description
82	Records Management Services, Including Document Management Services and Technology Integration	958	MANAGEMENT AND OPERATION SERVICES
68	Support Services, Management	958	MANAGEMENT AND OPERATION SERVICES

Issued: September 28, 2023

Responses Due: November 27, 2023 2:00pm CST

SOLICITATION CONTENTS

The list below contains a summary of the documents comprising this Request for Offer (RFO) issued by DIR. The Successful Response shall be responsible for fulfilling all requirements contained in these documents.

RFO DIR-CPO-TMP-579 (this document)

a. Attachments

Attachment 1: Sample Contract

Attachment 2: Standard Contract Terms and Conditions

Attachment 3: Statement of Work (SOW) Template

Attachment 4: ITSAC Job Category, Title Descriptions

Attachment 5: ITSAC Not-to-Exceed Rates

b. Bid Package

Exhibit A: Respondent Information (including Appendix 1 List of Respondent's Canceled Contracts)

Exhibit A1: Exceptions Table

Exhibit B: Respondent History and Experience

Exhibit C: Contract Marketing and Customer Support Plan

Exhibit D: HUB Subcontracting Plan (HSP) Sample Form

Exhibit E: Reference Forms

Exhibit F: Respondent Release of Liability

Exhibit G: EDGAR Certification Form

Exhibit H: Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment

Exhibit I: Accessibility Conformance Report (ARC also referred to as VPAT)

Exhibit J: Vendor Accessibility Development Services Information Request (VADSIR)

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1. INTRODUCTION

1.1. Statutory Authority

A. DIR has authority to complete the objectives of this procurement. This procurement fulfills the objectives of Chapter 2054 of the Texas Government Code, specifically including Sections 2054.0565, 2054.059, 2059, and Subchapters F, I and L, of the Texas Government Code. In accordance with Texas Government Code Sec. 2054.0565, USE OF CONTRACTS BY OTHER ENTITIES, (a) The department may include terms in a procurement contract entered into by the department, including a contract entered into under Section 2157.068, that allow the contract to be used by another state agency, a political subdivision of this state, a governmental entity of another state, or an assistance organization as defined by Section 2175.001.

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

1.2. Purpose

A. The objective of this Request for Offer (RFO) is to solicit Responses from potential Respondents to provide Information Technology Staff Augmentation Contract (ITSAC) services to Customers, acting by and through the Department of Information Resources (DIR).

B. 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. RFO **Section 4 EVALUATIONS, NEGOTIATIONS, AND AWARD** 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.

C. 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. DIR Vision and Desired Outcomes

1.3.1 Background

DIR delivers the strategic thinking, purchasing power, and policy insights necessary to ensure organizations across all levels of state and local government can find, procure, and securely implement innovative technology. As the only state agency with a view into

how every other agency uses technology, DIR helps the Texas legislature craft smart, statewide IT policy. While DIR is specifically charged with overseeing state government, countless local government entities—including K-12 education organizations and public colleges and universities—also depend on DIR's services to keep their technology reliable, secure, and forward-looking. For more information on DIR and its offerings, see the DIR website at: https://dir.texas.gov/

1.3.2 DIR Information

DIR, a State of Texas agency, is responsible for strategic planning and coordination of the State's Information Technology (IT) environment. DIR directly assists agencies in meeting their IT requirements by providing services in the following areas:

1. IT strategic planning and IT standards development and direction;

2. Central procurement for commodity IT equipment, supplies, and selected services;

3. Coordination and sponsorship of IT training and educational events;

4. Centrally managed statewide telecommunications services; and

5. Planning and management of State technology centers, including the outsourcing and consolidation of the State agencies' data centers.

1.3.3 Information Technology Acquisition

A. Through its Cooperative Contracts Program, DIR assists state agencies and local governments (collectively 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 if more favorable to the Customer, 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.

1.3.4 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.

1.3.5 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 (1.00%). 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.

1.3.6 DIR Cooperative Contracts Program Historical Sales

Contracts negotiated and managed through the Cooperative Contracts Program resulted in over $8.2 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 (source DIR Data Warehouse)

	2021	2022	2023 YTD
Assistance Org	$5,980,000	$4,700,000	$4,300,000
Higher Ed	$398,930,000	$446,800,00	$426,400,000
K-12	$920,490,000	$891,600,000	$748,500,000
Local Government	$731,240,000	$783,400,000	$803,900,000
Out of State	$74,970,000	$84,600,000	$67,800,000
State Agency	$645,990,000	$839,600,000	$791,900,000
Total:	$2,778,000,000	$3,050,600,000	$2,842,800,000

1.3.7 Current Contracts

DIR currently has multiple Contracts to provide Information Technology Staff Augmentation Contract (ITSAC). Table 2 Information Technology Staff Augmentation Contract (ITSAC) Sales Volume by DIR Fiscal Year shows the total sales volume of services sold through the Information Technology Staff Augmentation Contract (ITSAC)

contracts for fiscal years 2021, 2022, and 2023.

Table 2: Information Technology Staff Augmentation Contract (ITSAC) - Sales Volume by DIR Fiscal Year

FY 2021 Sales	FY 2022 Sales	FY 2023 Sales
$55,742,247	$259,343,037	$204,622,662

2. SCOPE

2.1. Required Services

A. It is the responsibility of the Respondent to ensure the services proposed are within the scope of this RFO.

B. At the discretion of DIR, the scope of this RFO may be modified by an Addendum. It is the responsibility of the Respondent to monitor ESBD for Addendum updates and to make any necessary adjustments to its response accordingly.

C. DIR intends to contract with the Successful Respondent to provide Information Technology Staff Augmentation Contract (ITSAC).

2.1.1 Services

A. Services will be provided on an as needed basis to DIR customers when they submit and distribute solicitations for ITSAC Services.

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.

H. There are two (2) types of solicitations allowable under this Contract.

1. 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;

2. 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.

2.1.1.1   Statements of Work

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

1. Description of the solution and services required;

2. Customer requirements; and

3. 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.

2.1.1.2   Requests for Resume

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

1. Duration of services;
2. Description of the services to be performed;
3. ITSAC Category, Title, and Level of Workers who will perform the services;
4. Additional Customer requirements; and

5. 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.

2.1.1.3   Hourly Rates

Attachment 5 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 **Attachment 5 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 **Bid Package 3 Standard Terms and Conditions Sections 8.3 Payments and 8.5 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.

2.1.1.4 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:

A. 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;

B. Successful Respondent falsifies an invoice for services or travel reimbursement;

C. Successful Respondent directly contacts a Customer in violation of Sections 2.1 and 2.2 above;

D. 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.

E. 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.

2.1.1.5 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.

2.1.1.6 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.

2.1.2 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.

2.1.3 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.

2.1.3.1 Related Services

Related services are any value-added service that Respondent may perform as related to the products proposed in **RFO Section 2.1.1 A**. Related services include, but are not limited to, product installation, integration, maintenance and support, managed services and product training.

2.1.3.2 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-579. 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-579 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.

2.2. Exclusions/Out of Scope

The following products and services are not in the scope of this RFO:

A. Related services (installation, maintenance, support, training, etc.) without also providing an associated service within scope.

B. Custom application development services.

C. Deliverables-Based Information Technology Services (DBITS).

D. Cloud Broker Services.

E. Cloud Assessment Services.

F. Professional or consulting services as defined in Chapter 2254 of the Texas Government Code.

G. Out of Scope Products includes The State of Texas Prohibited Software/Applications/Developers (manufacturers) list posted at:

> https://dir.texas.gov/information-security/prohibited-technologies

2.3. Electronic and Information Resources (EIR) Accessibility

A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR's 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.

B. Accordingly, all vendors must provide accessibility documentation:

1. For each commercial product (also referred to as commercial off the shelf or

COTS), and service products such as Software as a Service (SaaS), Platform as a Service (PaaS), and any other managed services that include a user interface, a completed Accessibility Conformance Report (ACR) or the URL to view the ACR online. See **RFO Section <u>2.3.1</u>** for detailed requirements.

2. For non-product offerings (such as IT related development services, services that include user interfaces, managed services, online components, etc.), a Vendor Accessibility Development Services Information Request (VADSIR), which documents Respondent's capability or ability to produce or customize accessible EIR (also referred to as Information and Communications Technology (ICT)). **See RFO Section <u>2.3.2</u>** for detailed requirements.

3. The Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment. See **RFO Section <u>2.3.3</u>** for detailed requirements.

2.3.1   ACR Submission and Review

A. All Respondents must provide ACRs created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (version 2.3 or higher) or provide links to ACRs located on manufacturer(s)' websites (where available) for every product (as defined above) 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 completed ACRs already exist, and there have been no changes to the product or service since April 18, 2020.

B. Respondents 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.

C. Respondents that do not already have accessibility documentation should complete the form included in the bid package or may obtain the form located here: http://www.itic.org/public-policy/accessibility. Resellers should obtain an ACR(s) from the manufacturer or provide links to the manufacturer's accessibility documentation.

D. DIR will review a sample of ACRs for credibility and completeness.

E. Respondents that submit incomplete ACRs or are unable to provide or obtain

ACRs for products it manufactures or for products from manufacturers it represents, may be required to submit a letter (Accessibility Statement) stating that some or all product(s) accessibility documentation may be missing, product accessibility is untested, and an explanation of alternate accommodation.

2.3.2 VADSIR Submission and Review

A. Respondents must ensure that EIR and ICT 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.

B. Respondents must complete a VADSIR Questionnaire to document the Respondent's capability or ability to produce accessible EIR and ICT if the response includes one or more of the following offerings:

1. Website development services

2. Web Application Development Services

3. Custom development services as part of an integrated solution

4. Client based software application development services

5. Other software development services containing one or more user interfaces (end user, administrative, etc.)

C. VADSIRs will be evaluated by DIR for credibility and completeness.

2.3.3 PDAA Submission and Self-Assessment Score

A. All Respondents must complete the PDAA Self-Assessment Questionnaire for responses that include EIR or ICT. The PDAA generates a self-assessment score which is an indicator of the extent to which a Respondent's organization has implemented accessibility best practices within operations and integrated accessibility criteria into all phases of a product life cycle. The PDAA is an <u>organizational assessment</u>, not an assessment of products or services.

B. PDAA score will be included in the evaluation and a missing or blank PDAA will receive a score of 0 (fail) and may disqualify the Response.

2.4. TX-RAMP

Where applicable, respondents shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"). See **Appendix A, Standard Terms**

and Conditions, Section 10.4(B)(xxiv) for more information.

2.5. Form of Contract

2.5.1 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 attached as **Attachment 1** and the Standard Terms and Conditions attached as **Attachment 2** to RFO Proposed Changes and Exceptions

A. **Caution: Respondent's Response may be disqualified if their exceptions are excessive.**

B. Item 12 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 Product, Services, and Related Services* and *Standard Contract Terms and Conditions Cooperative Contracts.* Respondent should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 12 of **Exhibit A Respondent Information**. Failure to abide by these instructions may result in DIR rejecting all exceptions submitted by the Respondent.

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"). If Respondent is unable to comply with these provisions, the Respondent's Response may be subject to disqualification from further consideration. 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>. Material deviations (including excessive, additional, inconsistent, conflicting, or alternative terms) may render the Response 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 or the Standard Terms

and Conditions 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.

2.6. Term of Contract

A. DIR anticipates that the term of the Contract will be an estimated two (2) years with one (1) optional two-year renewal and one (1) optional one-year renewal to be exercised by DIR at its discretion.

B. **RFO Section 3.8.3.4** contains the format for Respondents to note any exception to any provision, term, or condition specified in the RFO.

C. Any objections or exceptions should be noted in keeping with **RFO Section 3.8.3.4**.

D. 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.

2.7. Option to Extend

The Successful Respondent agrees that DIR may require continued performance, 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 ninety (90) calendar days. 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 SOLICITATION INFORMATION

3.1. Point of Contact

A. **Alexis Jimerson** is the sole point of contact for this procurement. Routine correspondence may be directed to Alexis Jimerson as follows:

> Alexis Jimerson
> Department of Information Resources
> 300 W. 15th Street, Suite 1300
> Austin, Texas 78701
> E-mail: alexis.jimerson@dir.texas.gov

B. Respondents shall make no contact concerning this RFO with other DIR personnel, except as permitted by the point of contact. **Failure to comply with this requirement at any point prior to contract award may result in disqualification.** 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.

3.2. Response Integrity

A. To ensure the integrity of the competitive process, a Respondent may not directly or indirectly communicate any of the contents of its Response to:

1. A competitor of the Respondent; or

2. Any other company, corporation, firm, partnership, individual, or related entities of the same parent company engaged in the same line of business as the Respondent; or

3. A related entity of the Respondent engaged in the same line of business as the Respondent.

B. **This prohibition is in effect during the preparation of the offer and while the offer is pending with DIR, including the negotiation and finalization of any resulting Contract.** The term "related entities" includes, but is not limited to, affiliates, subsidiaries, associates, branches, and divisions. It does not include entities that may occasionally enter into teaming agreements with one another to provide services under a contract with a third party but otherwise have no legal relationship with each other.

C. When a related entity of the Respondent (whether related at the time Responses are due or at any time thereafter) submits a competing offer, DIR may require additional information to ensure each separate Response is independent. Failure to provide or fully disclose all such information may, at DIR's discretion, disqualify Respondent or result in the termination of any resulting contract. **RESPONDENT HAS AN ONGOING DUTY TO UPDATE ALL INFORMATION INCLUDED IN ITS RESPONSE AT ANY TIME THAT SUCH INFORMATION CHANGES.**

3.3. Schedule of Events

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 Respondents will be notified of modifications to the schedule via the Electronic State Business Daily (ESBD) web site.

Table 3: Schedule of Events

Date/Time	Activity
09/28/2023	Publish RFO on Electronic State Business Daily (ESBD)
10/04/2023 1:00 PM CST	Optional Pre-Proposal Webinar
10/18/2023 5:00 PM CST	Deadline for submitting questions
11/27/2023 2:00 PM CST	**Deadline for DIR to receive Vendor references** **Deadline for submitting responses to RFO**
11/27/2023 – Until completed	Evaluation of responses, oral presentations (if requested), negotiations, and contract execution

3.3.1 Optional Webinar

A. DIR will hold a webinar for this procurement on the date and time specified in **Section 3.3 Schedule of Events**. It is recommended that at least one (1) Respondent representative attend this webinar.

B. DIR will provide attendees the opportunity to submit written questions via the webinar. DIR requests that all questions submitted at the webinar reference the appropriate RFO or Exhibit page and section number.

C. The webinar will provide overview information of the RFO and will provide preliminary answers to questions submitted prior to the webinar question deadline as well as questions submitted via the webinar itself. Although DIR may provide tentative verbal answers to questions on the webinar, only answers provided in writing by DIR shall be considered official. Information in any form other than the materials constituting this RFO and its Exhibits, the Question and Answer Document(s), and any Addenda shall not be binding on DIR. DIR reserves the right to amend answers prior to the offer submission deadline.

D. The webinar will be available live via the web. **To participate in this live interactive Webcast, you must register at:**

https://www.zoomgov.com/webinar/register/WN_sHBLnJJMRQSIzNQ8vAX33Q

3.3.2 Written Questions and Official Answers

A. Respondents shall submit all questions regarding this RFO through the BidStamp VIS. **Questions regarding this RFO will be accepted until the date and time specified above in 3.3 Schedule of Events. NOTE:** Texas observes Daylight Savings Time.

B. Official answers will be posted as an Addendum to this RFO, on the Electronic State Business Daily (ESBD), available at http://www.txsmartbuy.com/esbd.

C. By submission of a question, vendors acknowledge that the applicable question will be posted with each official answer and therefore vendors should not include any confidential or proprietary information in such questions. DIR will not publish the identity of any vendor that submitted any particular inquiry.

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

A. 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.**

B. The State's Policy on Utilization of Historically Underutilized Businesses and HSP forms are available at:
https://comptroller.texas.gov/purchasing/vendor/hub/forms.php.

C. 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. Please provide an unsigned copy of the editable PDF in BidStamp as well. The completed, approved plan shall become a part of the Contract if the Respondent is selected to receive a contract as a result of this RFO.

3.5.   HUB Continuing Performance

Any Contract includes reporting responsibilities related to HUB subcontracting. Successful Respondent shall not change any subcontractor without submitting a revised 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.**

3.5.1 HUB Resources Available

A. 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.

B. 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.

3.6. Successful Respondent Qualifications

Respondents to this RFO must be one (1) of the following:

A. Manufacturer or publisher of the offered product who will sell directly to Customers through a Co-op Contract.

B. Manufacturer or publisher of the offered product who will execute a Co-op contract with DIR and designate one or more qualified dealers or resellers (Order Fulfillers) to sell directly to Customers on its behalf. The manufacturer or publisher may also sell directly to Customers.

C. Dealer, reseller, or service provider who will sell directly to DIR Customers through a Co-op Contract.

3.6.1 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 (a Contract Holder) must agree that if at any time during the term of the Contract the Contract Holder is listed on the Terrorism List, the Contract Holder 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 the Contract Holder 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. Contract Holders 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.

3.6.2 Successful Respondent Performance and Debarment

In accordance with 34 TAC, Chapter 20, Subchapter C, a Respondent 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

3.6.3 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:

A. 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;

B. 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

C. 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.

3.6.4 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.

3.7. Response Deadline and Submission Requirements

A. Respondents are required to submit Responses in accordance with the requirements outlined in this document. Responses must be received by DIR on or before **the date and time specified in RFO Section 3.3 Schedule of Events. No late Responses will be reviewed**.

B. 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.

3.8. Response Instructions

A. Respondent will follow the instructions set forth in the following Exhibits and Attachments to this RFO.

B. Each section, Exhibit, and Attachment of this RFO, along with any other associated files, contains individual detailed instructions regarding the required format of the Respondent's Response. The Respondent is required to respond according to the instructions contained in each section of this RFO.

C. Respondent's Response must be consistent with the structure, sequencing, and terminology used in this RFO.

3.8.1 BidStamp Vendor Information System (VIS) Portal

DIR's BidStamp Vendor Information System (BidStamp VIS) provides prospective 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.

3.8.1.1 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.

3.8.1.2 Solicitation Response Requirement

A. **Any Respondent to this RFO must submit their Response through the BidStamp VIS unless other arrangements are made in advance of the RFO due date and time**. 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 **RFO Section 3.1 Point of Contact**. Please allow at least five (5) Business Days for response.

B. Respondents shall follow the specific naming conventions detailed in this RFO. For electronic files, the Respondent must use a three-letter identifier preceding each named file (e.g., Big Service Company, Inc., "BSC"). This three-letter identifier shall replace the "ABC" referenced in the file names below. **All files submitted by the Respondent should use the same three-letter identifier**.

C. **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).**

D. Non-submission of any of the requested information may disqualify the Respondent's Response from further consideration by DIR.

3.8.1.3 Respondent Experience

A. Respondent shall complete Exhibit B Respondent Experience, providing information regarding its past relevant experience.

B. **Respondent shall not refer to information provided elsewhere in the RFO Response or reference website links**.

3.8.2 No Marketing Materials Desired

Unnecessarily elaborate brochures or other presentations beyond those requested and sufficient to present a complete Response **are not desired**.

3.8.3 Response Documents

3.8.3.1 Executed Offer Form

The Respondent shall complete and sign the Executed Offer Form found in **Exhibit A** of this RFO document. **This form must be completed and signed. Failure to sign Exhibit A will result in the disqualification of the response as noncompliant.**

3.8.3.2   Respondent References

Respondent must complete the top portion of and send **Exhibit E Reference Form** to a minimum of three (3) companies or government agencies who are capable of providing comment on the Respondent's ability to provide the services described in this RFO and who are willing to do so. Reference should be able to comment on work performed by the Respondent in the past five (5) years. Instructions are included in **Exhibit E Reference Form**. DIR is not responsible for undeliverable e-mails or for non-responsive references. Respondent's references will be considered in accordance with **RFO Section 5.2.2 Weighted Evaluation Criteria**. References must respond directly to DIR on the form provided by the due date in order to be considered for evaluation. **Exhibit E Reference Form** must be submitted by the reference directly to the point of contact listed in the Reference Form. The Respondent may not submit the reference form to DIR. Completed **Exhibit E Reference Forms** submitted by the Respondent will **NOT** be considered. DIR may contact References for clarification at DIR's discretion.

3.8.3.3   Canceled Contract References

Using **Exhibit A Respondent Information, Attachment 1 Canceled Contracts** (included as part of **Exhibit A**), Respondent shall provide the name, title, contact number and description of services provided for any contract that was canceled or prematurely terminated in the past five (5) years. Respondent shall include details on the reason for the cancelation and the Respondent's position relevant to the cancelation, including the final resolution of the contract cancelation. For each company or entity listed, Respondent shall provide a signed RFO **Exhibit F, Respondent Release of Liability**. Failure to disclose Canceled Contracts may lead to a Respondent not being considered for award.

3.8.3.4   Exceptions to Requirements (including Appendix A Standard Terms and Conditions)

A. The final terms and conditions of any Contract awarded as a result of this RFO shall be agreed upon during negotiation. However, the minimum standard terms and conditions that will be included in any awarded Contract are contained in the **Appendix A Standard Terms and Conditions** included in the RFO documents.

B. **Exhibit A Respondent Information** item 13 contains the format for

Respondents to note any exception to any standard provision, term, or condition specified in the RFO. **Exceptions to the RFO document itself are prohibited**. An explanation as to why the Respondent **cannot** comply with the provision, term, or condition **and** why the proposed alternative language **must** be included in the Response. Examples of nonresponsive explanations include:

1. Referencing negotiation of revised language in another DIR or other state agency contract;

2. Referring to an internal division's need for the revised language without a valid reason as to why the exception is necessary;

3. Indicating the proposed language is "negotiable" without further justification; and

4. Referencing an internal Respondent terms and conditions document.

C. Exceptions must include:

1. RFO document title (RFO, MSA, Exhibit, Attachment, etc.) section number and section title;
2. Explanation as to why Respondent **cannot** comply with the term or condition; and
3. Proposed alternate language (redlined against the standard language).

D. If Respondent fails to note any exception within its initial Response, Respondent will not be allowed to request an exception upon award or at some later date.

E. 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 Excel document, a file entitled "**ABC_579_ Exceptions.xlsx" where "ABC" is the Respondent entity's name. The name can be abbreviated/acronym format but should be easily associated with the Respondent.**

F. **Respondents are encouraged not to request exceptions or optional term formats to standard contract terms and conditions; DIR, in its sole discretion, may or may not accept the Respondent's requested exceptions**.

G. Prior to the final award of a Contract, DIR reserves the right to make changes to the standard terms and conditions. Should this occur, any Respondent selected for negotiations will be notified.

H. If there are no exceptions, the Respondent shall explicitly state the Respondent takes no exception to any part of this RFO. **Any exception may result in the Contract not being awarded to the Respondent.**

3.8.3.5 Addenda to the RFO

Respondents are encouraged to acknowledge receipt of all Addenda by providing a completed and signed version of "page one" of each Addendum with their Response. Respondents will be held to all terms and requirements of each Addenda regardless of the provision of a signed "page one." Respondents will also be held to all terms and requirements of any Addenda issued after their submission of a response to this solicitation.

3.8.4 Response Files

The following table summarizes the files to be loaded into the BidStamp VIS in order to be considered a complete Response, with the corresponding file names. It includes required Accessibility documents referenced in **RFO Section 2.3 Electronic and Information Resources (EIR) Accessibility**.

Table 4: Response Files

RFO Reference	Form of Response
Exhibit A: Respondent Information Form – MUST BE SIGNED	"ABC_579_Exhibit A" (.docx or .pdf)
Exhibit B: Respondent History and Experience	"ABC_579_Exhibit B" (.docx or .pdf)
Exhibit C: Contract Marketing and Customer Support Plan	"ABC_579_Exhibit C" (.docx or .pdf)
Exhibit F: Respondent Release of Liability	"ABC_579_Exhibit G.pdf"
Exhibit G: EDGAR Certification Form	"ABC_579_ EDGAR.pdf"
Exhibit H: PDAA form	"ABC_579_ PDAA.xlsx"
Exhibit I: ACR (VPAT) (if applicable)	"ABC_579_ ACR_Brand.docx" *include the actual "Brand" name in the document naming convention*
Exhibit J: VADSIR (if applicable)	"ABC_579_ VADSIR.docx"
HUB Subcontract Plan (HSP) - MUST BE COMPLETED and SIGNED	"ABC_579_ HSP.pdf"

RFO Reference	Form of Response
Exhibit A1: Exceptions - Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions	"ABC_579_ Exceptions.docx"
Redlined version of Attachment 2 Standard Terms and Conditions, if applicable	"ABC_579_ Exceptions_Redline.docx"
Signed Addenda to the RFO	"ABC_579_ Addenda" (.docx or .pdf)
Manufacturer Letters of Authorization (if applicable)	"ABC_579_ LOA_Brand.docx" *include the actual "Brand" name in the document naming convention*

3.9. 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.

3.10. 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 doing 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 on the ESBD, at http://www.txsmartbuy.com/esbd. It is the responsibility of Respondents to monitor the web site for Addenda. Respondent's failure to periodically check the ESBD will in no way release the Respondent from Addenda or additional information resulting in additional costs to meet the requirements of the RFO.

3.11. Pre-agreement Costs

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

3.12. 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.

3.13. 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. Responses of Successful Respondents will be published on DIR's website after contracts are executed, and all other Responses are subject to release upon completion of the procurement or if the procurement is terminated.

B. If a Respondent believes that its Response, or parts of its Response, may be exempted from disclosure under Texas law, Respondent must submit both a redacted and unredacted copy of its Response. In the unredacted copy, Respondent must specify page-by-page and line-by-line the parts of the Response that it believes are exempt. Respondent may not mark its complete Response "copyrighted" or mark every page as proprietary or confidential. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons substantiating the exception(s). DIR may publish or release the redacted copy of the Response without notice to or consent from Respondent.

C. If a Respondent fails to provide redacted and unredacted copies of its Response, or fails to specifically identify information that Respondent believes to be excepted from disclosure within its Response, then Respondent waives any and all claims against DIR for the release of such information, regardless of whether DIR provided prior notice to Respondent of such release.

D. Pursuant to Texas Government Code Section 2252.907, Respondent is required to make any information created, 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.

E. The Office of the Texas 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.

F. 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.

G. The issuance of this RFO does not imply that DIR is making an offer to do business with any RFO recipient or Respondent. No agreement or other binding obligation on DIR is implied or will occur unless and until a definitive agreement is executed. The issuance of this RFO and the submission of the Respondent's Response do not create any obligation upon DIR to purchase goods or Services from the Respondent, or to enter into any binding legal relationship with one (1) or more of the Respondents.

H. DIR makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFO, its Appendices and Attachments, and in the Data Room, if any. The Respondent is responsible for making its own evaluation of information and data contained in this RFO and in preparing and submitting its Response.

3.14. News Release

Respondent-initiated news releases pertaining to this RFO shall not be made without prior written approval of DIR, in its sole and absolute discretion. A minimum of ten (10) Business Days written notice is required for such approval.

4. EVALUATIONS, NEGOTIATIONS, AND AWARD

4.1. Evaluation of Responses

A. DIR will review Responses to determine responsiveness to this RFO. All determinations about responsiveness to this RFO are final. All Responses determined to be responsive will go through a financial review overseen by the Chief Financial Officer's (CFO's) office. **The financial review (here, a review of the financial solvency of the Respondent), Completed HUB Subcontracting Plan, and the submittal of a signed Exhibit A Respondent Information are pass/fail determinations that are final**. Only Responses that pass all three (3) will be considered for award.

B. 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.

4.2. Evaluation Criteria

4.2.1 Pass/Fail Criteria

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

A. Financial Information is a Pass/Fail review conducted by the Finance Group based on the Respondent's financial stability as reported by Dun and Bradstreet; Respondent shall provide an accurate DUNS number on **Exhibit A Respondent Information**; the DUNS number shall correspond to the company address on file with Dun and Bradstreet.

B. Completion and signing of a HUB Subcontract Plan; and

C. 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:

   1. A score of less than "C" in the Vendor Performance System;

   2. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports; and

   3. Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (including but not limited to late delivery, etc.).

D. Compliance with Texas Government Code 2054, subchapter M, TAC 206, TAC 213, and WC3 WCAG 2.0 AA technical standards, as applicable. Respondents may fail this selection criterion for any of the following reasons:

   1. Missing or incomplete ACRs for products listed on the itemized price sheet;

   2. Missing or incomplete VADSIR for proposed development services on the itemized price sheet or;

   3. Missing or blank PDAA self-assessment.

4.2.2 Weighted Evaluation Criteria

A. **Services and Related Services**

DIR will use the following criteria and weight to be used in determining the best value for the State regarding Services and Related Services:

   1. **Exhibit C: Contract Marketing and Customer Support Plan**

2. Respondent experience in providing the services requested as detailed in **Exhibit B: Respondent History and Experience** and;

   Three (3) completed Exhibit F Reference Forms (Reference Forms must come to DIR directly from the Reference to be considered responsive.**) DIR will only consider the first three (3) reference forms received.

B. DIR's evaluation of Respondent's history and experience may include consideration of Respondent performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.115.

C. DIR will consider exceptions in light of a Respondent's score in other areas. Excessive exceptions, or exceptions which are not presented in the formats described in **RFO Section 3.8.3.4** may affect a Respondent's standing, may delay negotiations resulting in a shorter contract term, or may cause the Respondent's Response to be deemed non-responsive and be removed from further consideration.

4.3. Revised Offer

A. DIR in its discretion will make the determination whether to request oral presentations and/or engage in a Revised Offer process. 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, as described within **RFO Section 4.1** above, DIR will determine the number of Respondents with whom it will start Contract negotiations. Negotiations will continue until DIR, in its sole discretion, determines that the best value for the State has been obtained.

4.5. Award of Contract

DIR Executive Management shall make the decision to award a Contract, 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 **RFO DIR-CPO-TMP-579** on the ESBD, http://www.txsmartbuy.com/esbd, upon execution of a Contract. 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.

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 Vendor 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

Exhibit A

Respondent Information

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

1) A) Legal Entity Name: _____

   B) Company "friendly" Name (DBA): _____

2) Comptroller of Public Accounts Respondent Identification Number:
   _____

3) DUNS # _____ _____

4) Federal Employer Identification Number (FEIN) _____

5) Parent company name (if applicable) _____

6) <u>Principal place of business</u>

   Address:
   City:
   State:
   Zip Code:

7) <u>Facility responsible for servicing the contract</u>

   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.

8)   <u>Contact Person(s) regarding Respondent's Response to the RFO</u>

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

9)   <u>Contact Person(s) responsible for contract negotiation (if different from above)</u>

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

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

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

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

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

☐Yes   ☐No

12)   Year of incorporation: _____

13) <u>Exceptions</u>

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

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.** 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:

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

B. Exceptions <u>**must include**</u>:

1. RFO document title, section number, and section title;
2. Explanation as to why Respondent cannot comply with the term or condition; and
3. 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 new 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 submit, as a separate Microsoft Excel document, the Exhibit A1 Exceptions and name it "ABC_579_Exceptions.xlsx."

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. If there are no exceptions, the Respondent shall explicitly state in the Microsoft Excel document "ABC_579_Exceptions.xlsx" that the Respondent takes no exception to any part of this RFO.

G. **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 Exhibit A1 Exceptions spreadsheet, 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.

14) **<u>Respondent and Subcontractor Conflict of Interest Disclosure</u>**

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.

15) **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.

16) <u>Statement of Compliance</u>

A. Checklist for the RFO

1. 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.

2. 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 3.8.4 of the RFO and reject any Response that does not comply.

3. All Responses must be received by DIR on or before the date and time specified in Section 3.3 of this RFO. No late Responses will be reviewed.

Item	Check
Responses must be submitted in the BidStamp VIS Portal	☐
Mandatory Response Contents	
Exhibit A: Respondent Information Form (this document) – <mark>MUST BE SIGNED</mark>	☐
Exhibit B: Respondent History and Experience	☐
Exhibit C: Contract Marketing and Support Plan	☐
Exhibit F: Respondent Release of Liability	☐
Exhibit G: EDGAR Certification Form	☐
Exhibit H: PDAA Form	☐
Exhibit I: ACR (VPAT)	☐
Exhibit J: VADSIR	☐
HUB Subcontracting Plan (HSP) – <mark>MUST BE COMPLETED and SIGNED</mark>	☐
Exhibit A1: Exceptions - Any Exceptions requested <u>or</u> Affirmative Statement that Respondent takes no Exceptions	☐
Redlined version of Attachment 2 Standard Terms and Conditions, if applicable	☐

Item	Check
Signed Addenda to the RFO	☐
Manufacture Letters of Authorization (if applicable)	☐

B. **Certification Statement**

The undersigned hereby certifies on behalf of *insert company's legal name here* that DIR-CPO-TMP-579; has been read and understood. In submitting its Response *insert company's legal name here* represents to DIR the following:

1. Respondent is capable of providing the products and services as described in the RFO;

2. Respondent is offering true and correct pricing and discounts for the products and services;

3. Respondent agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;

4. 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;

5. 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;

6. 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;

7. 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;

8. 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;

9. 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);

10. 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;

11. 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

12. 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;

13. 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;

14. 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:_____

15. 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;

16. 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;

17. 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;

18. 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

19. Respondent agrees that these representations will be incorporated into any subsequent agreement(s) between Respondent and Customer that result from

this RFO;

20. Respondent certifies that there ☐ have / ☐ have not been canceled contracts in the past five (5) years. NOTE: If "have" is checked, Respondent must complete and submit Exhibit A, Attachment 1; if "have not" is checked, Respondent shall include a statement certifying that they have had no canceled contracts in the past five (5) years.

21. 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 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.

_____

<mark>Signature of Officer or Agent empowered to contractually bind the Respondent</mark>
(REQUIRED)

_____

Title

_____

Date

<END OF EXHIBIT A>

Exhibit A

1   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 RESPONSE

Respondent may add additional fields as necessary to comply with the required disclosure.

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:		
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

Company Name: _____

DIR-CPO-TMP-579 Information Technology Staff Augmentation Contract (ITSAC) Services

Section Number	Section Title	Justification	Proposed Language (Please redline standard language)	DIR Response

Exhibit B
Respondent History and Experience

1) In no more than three (3) pages, provide a detailed history of your company. Include a high-level summary of your business model and how your products/services have been used by customers.

2) Indicate the Technology Category(ies) to which your company is Responding:

Table 1: Category(ies) to which Respondent is Responding

Technology Category	Submitting Response?
Services	☐
Related Services	☐

3) For each Technology Category selected in Table 1 and in no more than two (2) pages per category, provide a summary of the Respondent's experience, with focus on projects completed within the past five (5) years. If serving as a subcontractor, Respondent should clearly indicate the percentage of work for which the Respondent was directly responsible.

If providing related services, provide a summary and in no more than two (2) pages total, of how the related services support the scope of the services included in Section 2 of the RFO. Each related service proposed should be clearly distinguished and associated to a service.

4) Include a summary and in no more than three (3) pages total, of the qualifications and experience of the team members dedicated to providing support to the DIR customers.

5) Using Table 2, for each category to which you are Responding, provide the total number of years your company has provided the services requested in this RFO. If this section is not applicable to your company, please indicate with "n/a" in the table below.

(This response is required, but is not scored as part of the evaluation)

Table 2: Number of Years Providing Requested Products/Services

Products and Related Services	
Market Segment	Total Number of Years Providing Services being Requested
All Sectors	
Texas State Agencies	
Local Governments	
Independent School Districts	
Institutes of Higher Education	

6) Using Table 3, indicate if, in the last twelve (12) months, your company has sold the requested services to the Market Segments listed below. Include the total sales for the 12-month period. If this section is not applicable to your company, please indicate with "n/a" in the table below.

(This response is required, but is not scored as part of the evaluation)

Table 3: Sales to Texas State Agencies, Local Governments, etc.

Market Segment	Total Sales
Texas State Agencies	
Local Governments	
Independent School Districts	
Institutes of Higher Education	

7) Using Table 4, 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 by listing the top 5 states with the highest annual sales. Include the cumulative sales for the state indicated for the most recent 12-month period. If this section is not applicable to your company, please indicate with "n/a" in the table below.

(This response is required, but is not scored as part of the evaluation)

Table 4: Sales to Other State Public Entities

State	Total Sales
State 1	
State 2	
State 3	
State 4	
State 5	

8)   Using Table 5, indicate whether your company holds another cooperative contract(s) (example: GSA, NASPO, TIPS, OMNIA, other.) and include the list of the contracts and the links to the contract pages. If a section is not applicable to your company, please indicate with "n/a" in the table below.

(This response is required, but is not scored as part of the evaluation)

Table 5: Other Cooperative Contracts

Cooperative Contract	Contract Number	Link to Contract Page
GSA		
NASPO		
TIPS		
OMNIA		
Other		

<END OF EXHIBIT B>

Exhibit C

Contract Marketing and Customer Support Plan

TOTAL PERCENT OF OVERALL SCORE = 40.00 %

In no more than seven (7) pages total, non-inclusive of the requested attachments, 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 products/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 Respondent 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. **NOTE:** For a complete list of DIR eligible customers, refer to the DIR website information on eligibility, located here: Customer Eligibility | Texas Department of Information Resources.

3) Provide an overview of the products and services proposed in the response and how the contract marketing plan supports the promotion of the proposed products and services to DIR eligible customers.

4) Describe 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. <u>Provide names, titles, prior account management experience for accounts of the State's size and type.</u>

6) Describe how the Respondent will manage the contract to ensure uninterrupted, high-quality performance and overall contract effectiveness. Include the process for the transfer of subscriptions among the users of a DIR customer entity to ensure uninterruption of services.

7) Successful Respondents selected for Contract Award will be contractually required to maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on your website. Website page may not require a log-in by the customer for access.

Briefly explain who (what position) in your company will be responsible for ensuring the information on the DIR webpage is accurate and complies with the contract requirements throughout the life of the contract.

Provide steps successful respondent will take to remedy any webpage information that is determined to be out of contract compliance. Provide steps to ensure contract pricing published to the webpage is accurate and up to date and in compliance with the awarded contract.

(see list below for webpage requirements).

   A. A current ITSAC Not-to-Exceed Rate list or mechanism to obtain specific contract pricing;
   B. Discount percentage (%) off MSRP or List Price;
   C. A list with the description of staffing roles and/or services awarded;
   D. Successful Respondent contact information (name, telephone number and email address) for your point of contact for customer inquiries;
   E. instructions for obtaining quotes and placing Purchase Orders;
   F. warranty policies;
   G. return policies;
   H. the DIR Contract number with a hyperlink to the Contract's DIR webpage;
   I. a link to the DIR "Cooperative Contracts" webpage;
   J. the DIR logo; and
   K. any other information that the Contract indicates is required to be included on

the webpage.

** The attachments provided in response to numbers 8 and 9 are not included in the 7-page limit for Respondent's response for Exhibit C. **

8) **Provide and label a as an Attachment 1 to Exhibit C** an organization chart identifying the chain of command for managing this contract, including resource sourcing responsibility, and organization components that support this contract. Clearly identify positions that will support the scope as outlined in Section 2 of the RFO.

9) **Provide and label as an Attachment 2 to Exhibit C** a breakdown service levels being proposed. Respondent may provide links to URL sections as appropriate to convey the full services provided. If Respondent is proposing "bundled services", please include an example of what this would include. The service levels should include:

   A. On-boarding times;
   B. Types of resources included (i.e.: frameworks, guides, portals);
   C. Tracking communications; and
   D. Follow-up process and timelines.

<END OF EXHIBIT C>

Exhibit D

SAMPLE HUB Subcontracting Plan (HSP)

Respondents must download and complete the most recent version of the HUB Subcontracting Plan in from the Comptroller's Website:

https://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf

Note: Respondents must also print, sign, and upload the signed HSP in BidStamp.

SAMPLE

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 <u>do not</u> have a <u>continuous contract</u>* in place with for <u>more than five (5) years</u>, <u>meets or exceeds</u> 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 <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.
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 each 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 each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

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 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-a.pdf

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		$	%
	- Yes - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, 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 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.

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 two (2) 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 **two (2) 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):

(blank box)

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

Rev. 2/17

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

Texas Department of Information Resources

Department of Information Resources

Request for Offer
DIR-CPO-TMP-579

Information Technology Staff Augmentation Contract (ITSAC)

Exhibit E Vendor References

VENDOR REFERENCE
Information Technology Staff Augmentation Contract (ITSAC)
Request for Offer DIR-CPO-TMP-579
REFERENCE DEADLINE TO DIR: No later than November 27, 2023 at 2:00 PM CST

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill out and return directly to DIR at the following email address: dir-cpo-tmp-579@dir.texas.gov

<mark>**This portion to be completed by the Vendor requesting reference information**</mark>

_____
Vendor Name_____
Insert Type of **Product/Services Category***(e.g., Software)* _____
Prime Contractor _____
Subcontractor(s) _____
Dates of Performance: Starting Date _____ **Ending Date** _____
Total Est. Contract Dollar Amount $_____

_____

This portion to be completed by the Customer providing reference and returned to DIR at dir-cpo-tmp-579@dir.texas.gov.

Rating: (0) Unsatisfactory; (1) Marginally Satisfactory; (2) Satisfactory; (3) Exceeds Expectations; N/A. Not Applicable Definitions for each rating category are contained on the following page.

Please provide your opinion by rating the following:

Quality of Solicitation Services

1. Have you purchased any Services from this Vendor in the past two (2) years? ☐Yes ☐No
2. Vendor's ability to provide the services in a timely manner?   ☐0 ☐1   ☐2   ☐3   ☐N/A
3. Vendor's knowledge of and ability to answer questions about the services? ☐0   ☐1   ☐2   ☐3   ☐N/A
4. Vendor's ability to resolve problems?   ☐0   ☐1   ☐2   ☐3   ☐N/A

Cost

5. Timely, current, accurate & complete invoices.   ☐0   ☐1   ☐2   ☐3   ☐N/A

Timeliness of Performance

6. Adherence to delivery schedule (major tasks, milestones) ☐0 ☐1 ☐2 ☐3 ☐N/A

Business Relations & Customer Satisfaction

7. Effectively communicated with customer management & staff. ☐0 ☐1 ☐2 ☐3 ☐N/A
8. Vendor personnel (professional, cooperative & flexible). ☐0 ☐1 ☐2 ☐3 ☐N/A
9. Vendor's attitude toward customer service ☐0 ☐1 ☐2 ☐3 ☐N/A
10. Overall Satisfaction with Vendor ☐0 ☐1 ☐2 ☐3 ☐N/A

Comments: (Please use additional page if necessary)

_____

_____

In your opinion, should this Vendor be used again for Services? ☐Yes ☐No
In your opinion, should this Vendor be recommended to others? ☐Yes ☐No

Rater's Name:_____ Date:_____
Organization:_____
Title:_____
Phone Number:_____ Fax Number:_____ Email address:_____

Vendor Reference Evaluation
Scoring

Excellent (3)

There are no quality problems.	There are no cost issues.	There are no delays.	Responses to inquiries, technical, service, and administrative issues are effective and responsive.

Satisfactory (2)

Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is usually effective and responsive.

Marginal (1)

Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Cost issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is somewhat effective and responsive.

Unsatisfactory (0)

Nonconformances are compromising the achievement of contract requirements.	Cost issues are compromising performance of contract requirements.	Delays are compromising the achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is not effective and responsive.

Exhibit F
RESPONDENT RELEASE OF LIABILITY

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR EACH IDENTIFIED REFERENCE AND SUBMITTED WITH THE RESPONDENT'S RESPONSE

To company providing the reference:

Enter name of company providing the reference here

You are hereby requested to provide a business reference for:

Enter name of company (Respondent) or key staff person's name needing a reference

to the: Texas Department of Information Resources Solicitation Evaluation Team

Please disclose any and all information that you deem relevant relating to the above-named parties' business relationship. By signing this document, the entity and, if applicable, individual key staff person signing below releases the above-named company providing a reference, its agents, employees, and all persons, natural or corporate, in privity with above-named company providing a reference from any and all liability, claims or causes of action arising from their disclosure of information pursuant to this request for a business reference.

Signed the _____ day of _____, 20____.

_____
(Respondent Signature)

_____
(Respondent Printed Name)

_____
(Respondent Title)

Signed the _____ day of _____, 20____.

EDGAR CERTIFICATIONS for DIR VENDORS
FOR PURCHASES FUNDED BY U.S. FEDERAL GRANT

Certain Texas Department of Information Resource (DIR) customers (Customers) need to ensure that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (EDGAR). A portion of this process involves ensuring that all current vendors used by the Customer agree to comply with EDGAR. By placing this form on your DIR active contract webpage you are indicating that you are interested in providing the contracted goods and services to these Customers and comply with the necessary guidelines.

The following certifications and provisions are required and apply when certain DIR customers expend federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. 200.326, all contracts, c o n t a i n procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by Customer for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be effected and the basis for settlement.

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of

Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333

When federal funds are expended by Customer for any contract resulting from this procurement process, the Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Customer for any contract resulting from this procurement process, Vendor certifies it will comply with the mandatory standards and policies relating to energy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18)

Does vendor agree? _____ Initials of Authorized Representative of vendor

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CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does vendor agree? _____ Initials of Authorized Representative of vendor

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CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? _____ Initials of Authorized Representative of vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant of the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? _____ Initials of Authorized Representative of vendor

Vendor agrees to comply with the above federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date:_____ Federal Tax ID #_____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Date Received

1   **Name of vendor who has a business relationship with local governmental entity.**

2   ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3   **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A.   Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

     ☐ Yes   ☐ No

B.   Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

     ☐ Yes   ☐ No

C.   Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

     ☐ Yes   ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____   _____

Signature of vendor doing business with the governmental entity   Date

Policy Driven Adoption for Accessibility (PDAA) - Vendor Self-assessment

Instructions: The PDAA is an assessment for Information and Communications Technology (ICT) accessibility (also known as Electronic and Information Resources (EIR) accessibility). Vendors should describe how they are currently implementing accessibility policy and practices within their organizations. Please complete this form by checking a box for each topic that most closely match the current state of your organization. A completed example is available using the "Example" tab of the worksheet. This assessment is not a substitute for and is independent of other requested accessibility documentation (e.g., ACRs and VADSIRs). **For questions or additional information, please contact: statewideaccessibility@dir.texas.gov.**

Organization Information

Name: _____

Address: _____

Respondant Information

Name: _____

Email: _____

PDAA completion date: _____

My organization is a (choose one or more if applicable)

☐	**Manufacturer:** My organization sells a commercial product or an as-a-service application we built
☐	**Service Provider:** My organization provides development, customization, and advisory services
☐	**Integrator:** My organization provides solutions with a combination of commercialproducts, as-a-service applications, and customization services
☐	**Reseller or Catalog Supplier:** Only offers 3rd party commercial products and as-a-service applications with no development services

For each criteria statement, please enter in the shaded fields the number corresponding to the statement in each grouping that is most relevant to your organization today.

Responses

1. Develop, implement, and maintain an ICT accessibility policy.

0 My organization has no plan to have an ICT accessibility policy. **(If selected, skip to next section or provide comments at the end of this section)**

1a. Having an ICT accessibility policy.

1 My organization is developing an ICT accessibility policy.
2 My organization is finalizing an ICT accessibility policy.
3 My organization has approved an ICT accessibility policy.

1b. Having appropriate plans in place to implement and maintain the policy.

1 My organization is developing plans to implement our ICT accessibility policy and ensure that it is maintained.
2 My organization has completed planning for initial implementation and maintenance of our accessibility policy.
3 My organization has approved plans for accessibility policy implementation and maintenance.

1c. Establishing metrics and tracking progress towards achieving compliance to the policy.

1 My organization is identifying metrics that can be used to gauge policy compliance.
2 My organization is collecting metrics and has begun designing progress reporting based on them.
3 My organization is tracking progress on policy adoption and continues to refine the metrics.

Section 1 Comments (Provide any comments or additional information on this section here.)

2. Establish and maintain an organizational structure that enables and facilitates progress in ICT accessibility.

0 My organization has no plan to develop a governance system to support ICT accessibility. **(If selected, skip to next section or provide comments at the end of this section)**

2a. Developing an organization wide governance system.

1 My organization is investigating opportunities to improve organization wide governance for ICT accessibility.
2 My organization is finalizing plans that will result in an organization wide governance system.
3 My organization has approved plans for an organization wide governance system.

2b. Designating one or more individuals responsible for implementation.

2 My organization has identified key individuals in the implementation process.
3 My organization has assigned implementation duties and responsibilities to appropriate individuals.

2c. Implementing reporting/decision mechanism and maintain records.

1 My organization is developing tools and procedures for tracking ICT accessibility issues.
2 My organization is tracking and keeping records of ICT accessibility reporting and decisions.
3 My organization uses reports to make organizational changes to improve ICT accessibility.

Section 2 Comments (Provide any comments or additional information on this section here.)

3. Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.

Manufacturers: Address processes that pertain to your development of ICT products.

Service providers: Address processes that pertain to your development of ICT services.

Integrators: Address processes that pertain to your ICT integration services and solutions.

Catalog Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings.

0 My organization has no plan to integrate accessibility criteria into key business processes. **(If selected, skip to next section or provide comments at the end of this section.)**

3a. Identifying candidate processes for criteria integration.

1 My organization has a plan to identify and evaluate its key business processes for accessibility gaps.
2 My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.
3 My organization has approved plans to integrate accessibility criteria into these processes.

3b. Implementing process changes.

1 My organization has begun modifying its key business processes to integrate accessibility criteria.
2 My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.
3 My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.

3c. Integrate fully into all key processes.

2 My organization has fully integrated accessibility criteria into all of its key business processes and is using these processes to improve the accessibility of its product / service offerings.

3 My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.

Section 3 Comments (Provide any comments or additional information on this section here.)

4. Provide processes for addressing inaccessible ICT.

Manufacturers: Address processes that pertain to your development of ICT products in 4a, 4b, 4c, and 4d.

Service providers: Address processes that pertain to your development of ICT services in 4a, 4b, 4c, and 4d.

Integrators: Address processes that pertain to your ICT integration services and solutions in 4a, 4b, 4c, and 4d.

Catalogue Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings in 4e.

0   We do not have plans to provide processes for bringing ICT developed and sold by our organization into accessibility compliance. **(If selected, skip to next section or provide comments at the end of this section.)**

4a. Creating plans that include dates for compliance of inaccessible ICT.

1   We are developing plans to identify and test ICT developed and sold by our organization.

2   We have begun identifying and testing for accessibility in ICT products / services developed and sold by our organization and are developing plans that include dates for bringing inaccessible ICT into compliance.

3   We perform accessibility testing on all products / serviced developed and sold by our organization, and have plans in place that include dates for bringing inaccessible ICT into compliance.

4b. Providing alternate means of access until the ICT is accessible.

0   We do not have plans for providing alternate means of access for our organization's ICT offerings.

1   We are developing plans for providing alternate means of access for our organization's ICT offerings.

2   We are implementing methods providing alternate means of access for our organization's ICT offerings.

3   We have fully implemented a repeatable process for providing alternate means for our organization's ICT offerings.

4c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects

1   We are developing a corrective actions process for handling accessibility technical issues and defects

2   We are implementing a corrective actions process for handling accessibility technical issues and defects

3   We have fully implemented an integrated corrective actions process for handling accessibility technical issues and defects.

4d. Maintaining records of identified inaccessible ICT, corrective action, and tracking.

1   We plan to develop a record keeping system for tracking the accessibility status of current and future products / services.

1   We plan to develop a record keeping process for corrective action tracking and handling of accessibility related issues / defects.

2   We have a record keeping system for tracking the accessibility status of current and future products / services.

2   We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects.

3   We have a record keeping system for tracking the accessibility status of current and future products / services and use this system to improve the accessibility of our offerings.

3   We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects and use this system to improve the accessibility of our offerings.

4e. Maintaining records of identified inaccessible ICT, corrective action, and tracking. (Catalogue Vendor/Reseller only)

1   We have a plan to develop a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.

2   We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.

3   We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization, and use this system to improve the accessibility of our offerings.

Section 4 Comments (Provide any comments or additional information on this section here.)

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5. Ensure the availability of relevant ICT accessibility skills within (or to) the organization.

0   We do not have plans in place to define, identify existing, or acquire ICT accessibility skills. **(If selected, skip to next section or provide comments at the end of this section.)**

5a. Defining skills/job descriptions.

1   We have defined general skills and knowledge needs for ICT accessibility.

2   We have identified the fields of practice that require at least some level of accessibility knowledge and/or skills (examples include, but are not limited to: product manager, project manager, product/system designer, application architect, application developer, quality assurance tester, and /or training/instructional designer.)

3   We have mapped key accessibility skills and knowledge needs to specific fields of practice.

5b. Identifying existing resources that match up and address gaps.

2   We have performed a gap analysis correlating accessibility skills and knowledge and current resources.

3   We have organized the gaps in order of priority.

5c. Managing progress in acquiring skills and allocating qualified resources.

1   We have a high level management plan in place to acquire accessibility skills and/or allocate those resources.

1   We have developed a training plan for in-house resources and identified external resources for training and/or augmentation.

2   We have developed a process to track resource training and augmentation.

3   All resources have the appropriate skills and continuous monitoring and improvement systems are in place.

Section 5 Comments (Provide any comments or additional information on this section here.)

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6. Make information regarding ICT accessibility policy, plans, and progress available to customers.

0   We do not have a plan to make our accessibility policy or other accessibility information publically available. **(If selected, skip to next section or provide comments at the end of this section.)**

6a. ICT Accessibility policy and VPAT documentation availability

1   Our ICT accessibility policy is publicly available.

1   Our accessibility policy and documentation (VPATs, etc.) for <u>some</u> products is publicly available or available upon request.

2   Our accessibility policy and documentation (VPATs, etc.) for <u>all released</u> products is complete and publicly available or available upon request.

6b. Availability of other accessibility documentation beyond policy and VPATs

2   We are beginning to make other accessibility technical information available such as how accessibility testing is performed.

3   We make accessibility information available beyond policy and VPAT information including information on how accessibility testing is performed and other information that demonstrates our organization's capability to produce accessible product / services.

6c. ICT Accessibility policy and documentation availability

2   We are implementing an accessibility support program within our organization to address questions related to our accessibility documentation.

3   We have a fully implemented accessibility support program within our organization to provide requested documentation and address questions related to the accessibility of our products.

Section 6 Comments (Provide any comments or additional information on this section here.)

Results

Vendor	
Total Points	0
Percent Complete	0%

Vendor

Launch   Integrate   Optimize
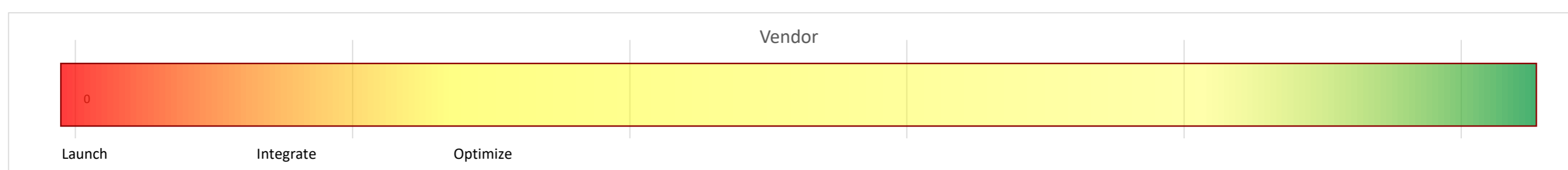
FAQs for Policy-Driven Adoption for Accessibility (PDAA)

For companies/vendors

1. What is PDAA?

Policy-driven Adoption for Accessibility (PDAA) is a tool that vendors can use to demonstrate the extent to which their organization has implemented accessibility best practices within operations. The PDAA concept is based on the following principles:

- Integrating accessibility policies and practices into their business and culture enables organizations to drive themselves towards the creation of accessible offerings over the long term.
- Enabling products for accessibility requires integrating accessibility criteria into all phases of a product life cycle, and other business processes where accessibility plays a role.
- Many state and federal agencies are required by law to procure or develop accessible offerings based on technical standards. Gaps in vendor internal governance systems and leadership commitment inhibit their ability to meet these standards.
- Agency procurement organizations need assurances that vendors have the ability to produce accessible offerings and continue to improve

2. Why are buying organizations requesting information on company accessibility policy?

Making an organization's information and communications technology (ICT) offerings accessible to people with disabilities requires commitment in many areas of that organization. PDAA data helps buying organizations understand a vendor's accessibility policy, progress and commitment A mature accessibility policy implementation signals that the vendor is fully aware of the implications of accessibility requirements and is prepared to resolve any issues in a timely manner with minimal friction. It also makes it more likely that the vendor understands that accessibility is more than meeting a set of technical guidelines or standards, and that usability will be a factor in how they go about meeting the technical requirements. Accessibility that is planned, designed, and built in from the beginning consistently results in a friendlier product for all

3. Why is PDAA information important to the buying organization?

The requested information provides insight into vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings, which can increase the procuring organizations' confidence in the accuracy of vendor's accessibility documentation.
Current ICT accessibility reporting formats such as VPATs (Voluntary Product Assessment Templates) only apply to COTS products and services. In many cases, vendor VPATs lack credibility due to limited knowledge about their offerings' accessibility. Additionally, there is no standard reporting format for non-COTS offerings such as development services for websites, web applications, system software, etc.

4. How will this information be used?

The initial completed form will establish a baseline for where a vendor stands with regard to its ICT accessibility policy. The baseline illustrates the depth and maturity of the vendor's support for accessibility policy and practices as illustrated via the PDAA Maturity Model (Link on next PDAA Maturity Model (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)
The questionnaire may also be included in future solicitations so that progress can be assessed. The vendor responses from the questionnaire may be considered as an element in vendor selection; however, this would be determined by the procuring organization.
Additionally, vendor companies can use the results as a roadmap for implementing their organization-wide ICT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible offerings.

5. We already submit VPATs as part of solicitation responses. Is that adequate?

No. VPATs (Voluntary Product Assessment Templates) are product-specific. PDAA is a holistic presentation of the organization's approach to accessibility. The expectation is that organizations with mature approaches to PDAA will greatly improve the levels of accessibility in products. It should also result in well documented, accurate VPATs, improving their value in product-level assessments

6. What is the PDAA Maturity Model?

Based on the Capability Maturity Model (CMM) concept, the PDAA Maturity Model(Link on next line) provides buying organizations and vendors with a simple dashboard or matrix to track and demonstrate vendors' progress toward full system-wide support of accessibility.
PDAA Maturity Model (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)

7. Where can I obtain more information on Accessibility Policy implementation for my organization?

Additional information can be found on the PDAA web pages. (http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement)

For government organizations/agencies

8. What is PDAA?

Policy-driven Adoption for Accessibility (PDAA) is a tool that vendors can use to demonstrate the extent to which their organization has implemented accessibility best practices within operations. The PDAA concept is based on the following principles:

- Integrating accessibility policies and practices into their business and culture enables organizations to drive themselves towards the creation of accessible offerings over the long term.
- Enabling products for accessibility requires the integration of accessibility criteria in all phases of a product life cycle, and other business process where accessibility plays a role.
- Many state and federal agencies are required by law to procure or develop accessible offerings based on technical standards, but gaps in internal governance and commitment by industry inhibits the adoption and implementation of these standards.
- Agency procurement organizations need assurances that vendors have the ability to produce accessible offerings and continue to improve

Policy Driven Adoption for Accessibility (PDAA) - Vendor Assessment

Instructions: The PDAA is an assessment for Information and Communications Technology (ICT) accessibility (also known as Electronic and Information Resources (EIR) accessibility). Vendors should describe how they are currently implementing accessibility policy and practices within their organizations. Please complete this form by checking a box for each topic that most closely match the current state of your organization. A completed example is available using the "Example" tab of the worksheet. This assessment is not a substitute for other requested accessibility documentation (e.g., VPATs and VADSIRs). For questions or additional information, please contact: statewideaccessibility@dir.texas.gov.

Organization Information

Name:	Widgets Inc.
Address:	111 State Blvd. Anytown, TX 78701

Respondant Information

Name:	Alex Smith
Email:	myemailaddress@company.com
PDAA completion date:	1/1/2015

My organization is a (choose one or more if applicable)

X	Manufacturer: My organization develops and sells its own ICT products / services
	Service Provider: My organization sells IT development services
	Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
	Reseller or Catalogue Supplier: Does not develop or have its own products, but offers COTS 3rd party products

For each criteria statement, please enter the number corresponding to your response in the shaded areas of the "Response" column for the status statement in each grouping that is most relevant to your organization today.

Responses

1. Develop, implement, and maintain an ICT accessibility policy.

	0	My organization has no plan to have an ICT accessibility policy. **(If selected, skip to next section or provide comments at the end of this section)**
2		**1a. Having an ICT accessibility policy.**
	1	My organization is developing an ICT accessibility policy.
	2	My organization is finalizing an ICT accessibility policy.
	3	My organization has approved an ICT accessibility policy.
1		**1b. Having appropriate plans in place to implement and maintain the policy.**
	1	My organization is developing plans to implement our ICT accessibility policy and ensure that it is maintained.
	2	My organization has completed planning for initial implementation and maintenance of our accessibility policy.
	3	My organization has approved plans for accessibility policy implementation and maintenance.
1		**1c. Establishing metrics and tracking progress towards achieving compliance to the policy.**
	1	My organization is identifying metrics that can be used to gauge policy compliance.
	2	My organization is collecting metrics and has begun designing progress reporting based on them.
	3	My organization is tracking progress on policy adoption and continues to refine the metrics.

Section 1 Comments (Provide any comments or additional information on this section here.)

2. Establish and maintain an organizational structure that enables and facilitates progress in ICT accessibility.

	0	My organization has no plan to develop a governance system to support ICT accessibility. **(If selected, skip to next section or provide comments at the end of this section)**
1		**2a. Developing an organization wide governance system.**
	1	My organization is investigating opportunities to improve organization wide governance for ICT accessibility.
	2	My organization is finalizing plans that will result in an organization wide governance system.
	3	My organization has approved plans for an organization wide governance system.
2		**2b. Designating one or more individuals responsible for implementation.**
	2	My organization has identified key individuals in the implementation process.
	3	My organization has assigned implementation duties and responsibilities to appropriate individuals.
		2c. Implementing reporting/decision mechanism and maintain records.
1	1	My organization is developing tools and procedures for tracking ICT accessibility issues.
	2	My organization is tracking and keeping records of ICT accessibility reporting and decisions.
	3	My organization uses reports to make organizational changes to improve ICT accessibility.

Section 2 Comments (Provide any comments or additional information on this section here.)

3. Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.

Manufacturers: Address processes that pertain to your development of ICT products.

Service providers: Address processes that pertain to your development of ICT services.

Integrators: Address processes that pertain to your ICT integration services and solutions.

Catalog Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings.

	0	My organization has no plan to integrate accessibility criteria into key business processes. **(If selected, skip to next section or provide comments at the end of this section.)**
1		**3a. Identifying candidate processes for criteria integration.**
	1	My organization has a plan to identify and evaluate its key business processes for accessibility gaps.
	2	My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.
	3	My organization has approved plans to integrate accessibility criteria into these processes.
1		**3b. Implementing process changes.**
	1	My organization has begun modifying its key business processes to integrate accessibility criteria.
	2	My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.
	3	My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.
		3c. Integrate fully into all key processes.
	2	My organization has fully integrated accessibility criteria into all of its key business processes and is using these processes to improve the accessibility of its product / service offerings.
	3	My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.

Section 3 Comments (Provide any comments or additional information on this section here.)

4. Provide processes for addressing inaccessible ICT.

Manufacturers: Address processes that pertain to your development of ICT products in 4a, 4b, 4c, and 4d.

Service providers: Address processes that pertain to your development of ICT services in 4a, 4b, 4c, and 4d.

Integrators: Address processes that pertain to your ICT integration services and solutions in 4a, 4b, 4c, and 4d.

Catalogue Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings in 4e.

	0	We do not have plans to provide processes for bringing ICT developed and sold by our organization into accessibility compliance. **(If selected, skip to next section or provide comments at the end of this section.)**

2

4a. Creating plans that include dates for compliance of inaccessible ICT.

1. We are developing plans to identify and test ICT developed and sold by our organization.

2. We have begun identifying and testing for accessibility in ICT products / services developed and sold by our organization and are developing plans that include dates for bringing inaccessible ICT into compliance.

3. We perform accessibility testing on all products / serviced developed and sold by our organization, and have plans in place that include dates for bringing inaccessible ICT into compliance.

2

4b. Providing alternate means of access until the ICT is accessible.

0. We do not have plans for providing alternate means of access for our organization's ICT offerings.

1. We are developing plans for providing alternate means of access for our organization's ICT offerings.

2. We are implementing methods providing alternate means of access for our organization's ICT offerings.

3. We have fully implemented a repeatable process for providing alternate means for our organization's ICT offerings.

2

4c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects

1. We are developing a corrective actions process for handling accessibility technical issues and defects

2. We are implementing a corrective actions process for handling accessibility technical issues and defects

3. We have fully implemented an integrated corrective actions process for handling accessibility technical issues and defects.

1

4d. Maintaining records of identified inaccessible ICT, corrective action, and tracking.

1. We plan to develop a record keeping system for tracking the accessibility status of current and future products / services.

1. We plan to develop a record keeping process for corrective action tracking and handling of accessibility related issues / defects.

2. We have a record keeping system for tracking the accessibility status of current and future products / services.

2. We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects.

3. We have a record keeping system for tracking the accessibility status of current and future products / services and use this system to improve the accessibility of our offerings.

3. We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects and use this system to improve the accessibility of our offerings.

4e. Maintaining records of identified inaccessible ICT, corrective action, and tracking. (Catalogue Vendor/Reseller only)

1. We have a plan to develop a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.

2. We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.

3. We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization, and use this system to improve the accessibility of our offerings.

Section 4 Comments (Provide any comments or additional information on this section here.)

5. Ensure the availability of relevant ICT accessibility skills within (or to) the organization.

0 | 0 | We do not have plans in place to define, identify existing, or acquire ICT accessibility skills. **(If selected, skip to next section or provide comments at the end of this section.)**

5a. Defining skills/job descriptions.

1. We have defined general skills and knowledge needs for ICT accessibility.

2. We have identified the fields of practice that require at least some level of accessibility knowledge and/or skills (examples include, but are not limited to: product manager, project manager, product/system designer, application architect, application developer, quality assurance tester, and /or training/instructional designer.)

3. We have mapped key accessibility skills and knowledge needs to specific fields of practice.

5b. Identifying existing resources that match up and address gaps.

2. We have performed a gap analysis correlating accessibility skills and knowledge and current resources.

3. We have organized the gaps in order of priority.

5c. Managing progress in acquiring skills and allocating qualified resources.

1. We have a high level management plan in place to acquire accessibility skills and/or allocate those resources.

1. We have developed a training plan for in-house resources and identified external resources for training and/or augmentation.

2. We have developed a process to track resource training and augmentation.

3. All resources have the appropriate skills and continuous monitoring and improvement systems are in place.

Section 5 Comments (Provide any comments or additional information on this section here.)

6. Make information regarding ICT accessibility policy, plans, and progress available to customers.

| | 0 | We do not have a plan to make our accessibility policy or other accessibility information publically available. **(If selected, skip to next section or provide comments at the end of this section.)** |

1

6a. ICT Accessibility policy and VPAT documentation availability

1. Our ICT accessibility policy is publicly available.

1. Our accessibility policy and documentation (VPATs, etc.) for some products is publicly available or available upon request.

2. Our accessibility policy and documentation (VPATs, etc.) for all released products is complete and publicly available or available upon request.

**6b. Availability of other accessibility documentation beyond policy and VPATs**

2. We are beginning to make other accessibility technical information available such as how accessibility testing is performed.

3. We make accessibility information available beyond policy and VPAT information including information on how accessibility testing is performed and other information that demonstrates our organization's capability to produce accessible product / services.

6c. ICT Accessibility policy and documentation availability

2. We are implementing an accessibility support program within our organization to address questions related to our accessibility documentation.

3. We have a fully implemented accessibility support program within our organization to provide requested documentation and address questions related to the accessibility of our products.

Section 6 Comments (Provide any comments or additional information on this section here.)

Results	
Vendor	
Total Points	18
Percent Complete	30%

Vendor

Launch   Integrate   Optimize
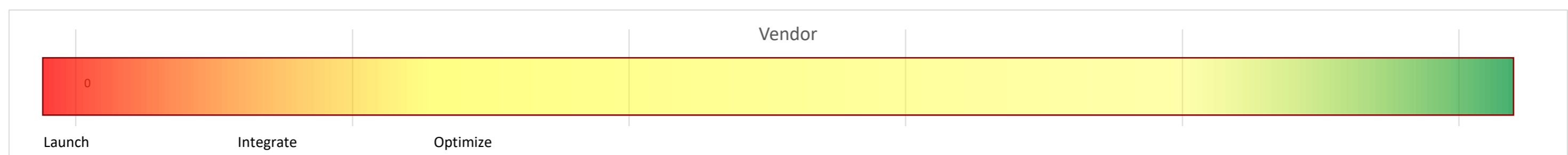
Voluntary Product Accessibility Template® (VPAT®)

Revised Section 508 Edition

Version 2.4Rev

About This Document

The VPAT is provided in four editions based on the standards/guidelines being evaluated. The editions are WCAG, Revised 508, EN 301 549 and International, which includes all of the standards.

This is the Revised Section 508 edition of the VPAT. It includes the following standards/guidelines:

- [Web Content Accessibility Guidelines 2.0](#)

- [Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018](#)

If you need a different combination of standards/guidelines, use the appropriate alternate edition of the VPAT found on the [ITI Accessibility web page](#).

This document is broken into two main sections:

- Essential Requirements and Best Practices for using the VPAT® to complete an Accessibility Conformance Report (the instructions)

- The VPAT

Please carefully review the Essential Requirements and Best Practices sections before using the VPAT to create an Accessibility Conformance Report.

The purpose of these instructions is to promote accurate and consistent reporting of product accessibility information.

The VPAT is a template used to document a product's conformance with accessibility standards and guidelines. The purpose of the Accessibility Conformance Report is to assist customers and buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology," also referred to as "Information and Communication Technology" (ICT) products and services with features that support accessibility.

The Information Technology Industry Council (ITI) provides the VPAT. Use of the template and service mark does not require membership in ITI.

Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors

This section provides guidance for reporting product conformance for major accessibility standards and guidelines using the VPAT® to produce the Accessibility Conformance Report. Deviating from these guidelines precludes vendors from referencing the template by name and/or the VPAT acronym.

Getting Started

1. Before creating a report, read all of the materials provided in this document.

2. Determine which accessibility standards/guidelines will be included in the Accessibility Conformance Report and use the appropriate VPAT file.

3. It is the vendor's responsibility to maintain the integrity of the data in the report.

Essential Requirements for Authors

The following are the minimum requirements to produce an Accessibility Conformance Report based on the VPAT®.

1. The VPAT name and template are registered service marks of ITI. Use of the VPAT template and name requires the inclusion of the registered service mark (i.e., "VPAT®"). Users of the VPAT agree not to deviate from the Essential Requirements for Authors.

2. The template file can be used as is or replicated in a different delivery format, for example as HTML or PDF. The final conformance report must be accessible.

3. A report must contain the following content at a minimum:

   - **Report Title** – In the heading format of "[Company Name] Accessibility Conformance Report"

   - **VPAT Heading Information** – Template version

   - **Name of Product/Version** – Name of Product being reported, including product version identifier if necessary

- **Report Date** – Date of report publication. At a minimum, provide the month and year of the report publication. For example, "May 2016". If date is included, ensure it is clear "4 May 2016" or "May 4, 2016".

- **Product Description** – A brief description of the product

- **Contact Information** – Contact Information for follow-up questions. Listing an email is sufficient.

- **Notes** – Any details or further explanation about the product or the report. This section may be left blank.

- **Evaluation Methods Used** – Include a description of evaluation methods used to complete the VPAT for the product under test.

- **Applicable Standards/Guidelines** – A clear indication of which Standards/Guidelines this Conformance Report covers.
    - The list must include only the Standards/Guidelines used to evaluate the product.
    - The applicable Standards/Guidelines that are included in this VPAT edition are:
        - Web Content Accessibility Guidelines 2.0 or WCAG 2.0 (ISO/IEC 40500)
        - Revised Section 508 standards – the U.S. Federal accessibility standard for ICT Products, published by the U.S. Access Board in the Federal Register on January 18, 2017 and corrected on January 22, 2018
    - If other Standards/Guidelines are reported, then use the appropriate VPAT edition.
    - This information can be in a table format at the top of the report with the table heading 'Standards/Guidelines' and the reported Standards/Guidelines identified. This information can alternatively be supplied in the introductory text of the report. In the VPAT we have used a table as an example and listed "(yes / no)" for each standard/guideline. To indicate what the report covers leave the appropriate yes or no on each standard/guideline.
    - If multiple Standards or Guideline tables are included, each table must identify the Standard or Guideline that the criteria in that table represent.

- **Terms** – The report must list the definition of the terms used in the Conformance Level column. ITI recommends the following terms. If a vendor deviates from the ITI definitions, the vendor shall reference this change in the

heading Notes section. If a term is not used it can be removed from the list. The ITI definitions are: This can only be used in WCAG 2.x Level AAA

- **Supports**: The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.

- **Partially Supports**: Some functionality of the product does not meet the criterion.

- **Does Not Support**: The majority of product functionality does not meet the criterion.

- **Not Applicable**: The criterion is not relevant to the product.

Note: When filling in the WCAG tables, a response may use 'Supports' where one might otherwise be inclined to use 'Not Applicable'. This is in keeping with [WCAG 2.0 Understanding Conformance](#): This means that if there is no content to which a success criterion applies, the success criterion is satisfied.

- **Not Evaluated**: The product has not been evaluated against the criterion. This can only be used in WCAG 2.x Level AAA.

- **Tables for Each Standard or Guideline** – Tables showing the responses to the criteria.

4. WCAG Conformance Information – The answers in the WCAG success criteria are based on the level of conformance being reported (Level A, AA or AAA).

- These tables are used to answer:

  - Revised Section 508:
    - Chapter 5 Software
    - Chapter 6 Support Documentation
  - The selected levels of WCAG 2.0 Guidelines.

- If using a summary table, due to answers applying to multiple criteria, when answering for the Revised Section 508, the answers need to be clear about which individual criteria the answer applies to. It is possible to either use a summary, selecting the worst case for the criteria, or to have separate answers or even tables for software, support documentation, authoring tools, etc., so long as the methodology used is made clear.

5. Remarks and Explanations – Detailed remarks should be provided in the Remarks and Explanations column to justify your answer in the Conformance Level column.

- When the conformance level is 'Partially Supports' or 'Does Not Support', the remarks should identify:

1. The functions or features with issues

2. How they do not fully support

- If the criterion does not apply, explain why.

- If an accessible alternative is used, describe it.

6. In the Section 508 tables, when subsections of criteria do not apply to the product, the section may be summarized or removed as long as an explanation is provided explaining why a criterion does not apply. Another alternative is to leave the table and add a summary why the section does not apply. For example, in Chapter 5 the criteria in 502 and 503 will not apply to a web only application, thus those sections can be removed with a summary in the notes for the chapter, or a row in the table.

Best Practices for Authors

ITI suggests that authors adopt the following best practices when using the VPAT® to create an Accessibility Conformance Report.

- **Branding Header:** Company logo or branding information

- **Report Date Changes:** If a report is revised, change the report date and explain the revision in the Notes section. Alternately, create a new report and explain in the Notes section that it supersedes an earlier version of the report.

- **Notes:** Add any notes applicable to product or the report
  - Additional information about the product version that the document references
  - Any revisions to the document
  - Links to any related documents
  - Additional information describing the product
  - Additional information about what the document does or does not cover
  - Information suggested by the WCAG 2.0 Conformance Claim
  - Information needed to satisfy ISO/IEC 17050-1:2004, Supplier's Declaration of Conformity

- **Evaluation Methods Used –** Information to enter may include the following:
  - Testing is based on knowledge of general product functionality (Instructional note: this would mean the tester knows how to use the common uses and flows of the product in addition to accessibility)

- Similar to another evaluated product

- Testing with assistive technologies

- Published test method (provide name, publisher, URL link)

- Vendor proprietary test method

- Other test method

- **Remarks and Explanations:** This section may include:

  - Information regarding the testing of a given criteria.

  - Information on application dependencies to support accessibility (e.g. OS, app frameworks, browsers recommended).

  - How the customer can find more information about accessibility issues. One method can be to include the bug ID where customers can call the company's customer support to get additional information.

  - Known workarounds for accessibility issues.

- **Legal Disclaimer:** Area for any legal disclaimer text required by your organization.

- **Report Size:** To reduce the size of the report it is acceptable to remove sections. Individual criteria cannot be removed, only sections at a time. Section removal is acceptable in four situations:

  - When an entire section is not being reported on because it does not apply to the product, for example:

    - Chapter 4: Hardware. Information should be included in the notes for that section why it has been removed.

    - A card reader that doesn't have sound could remove the criteria in section 413 Closed Caption Processing Technologies and just note the why the criteria doesn't apply.

  - If the product is not being evaluated for a level of the criteria (for example Level AAA) then that table may be deleted.

  - If a requesting customer has identified that a section of the standard does not apply, information should be included in the notes that the section has been removed.

- **WCAG 2.0 Tables:** The WCAG 2.0 criteria are shown in three tables, Level A, Level AA, and Level AAA.

  - If desired, these tables can be combined into one table.

  - When reporting on a level (A, AA or AAA) all criteria for that level must be answered.

- **Language:** Translation to other languages is permitted.

- **Multiple Reports:** When using the VPAT to create an Accessibility Conformance Report for complex products it may be helpful to separate answers into multiple reports. For example, when a product is an Authoring Tool that also has web content and documentation. When multiple reports are used for a complex product, it is required to explain this and how to reach the other reports in the Notes section of each report.

- **Criteria Text:** To help conserve space in the ITI template only the criteria ID number and a short title have been included. Where possible, links have been included to the standard/guideline.

  - It is acceptable to add the full text of the criteria into the cell if desired to help with understanding.

  - The links to the standards/guidelines can be removed.

- **Ordering of Tables:** The order that the standard and guideline tables appear may be changed to facilitate reading. The current order is WCAG then Section 508. You can change this order to insert the WCAG criteria into the Section 508 tables.

- **Guideline Section Heading Rows in Tables:** The tables include heading rows to facilitate understanding the context of the criteria.

  - The cells in these rows do not require answers as indicated by "Heading cell – no response required."

  - It is optional to add a response if desired.

  - The shading of the row is also optional.

  - If removing the heading rows, edit the criteria titles so it's clear where they apply.

Posting the Final Document

- When publishing your Accessibility Conformance Report, be sure to remove the entire first 9 pages of this document, including the table of contents, introductory information and instructions.

- Check for each required item in the VPAT® document:

  - **[Company Name] Accessibility Conformance Report** (report title)

  - **(Based on VPAT® Version 2.4Rev)**

  - **Name of Product/Version**

  - **Report Date**

- **Product Description**

- **Contact Information**

- **Notes**

- **Evaluation Methods Used**

- **Applicable Standards/Guidelines**

- **Terms**

- **Tables for Each Standard or Guideline**

  - Check that there is a response for each criterion for 'Conformance Level' and 'Remarks and Explanations.'

- Verify that the final document is accessible.

- Post your final document on your company's web site, or make the document available to customers upon request.

Table Information for VPAT® Readers

For each of the standards, the criteria are listed by chapter in a table. The structures of the tables are: the first column contains the criteria being evaluated, the second column describes the level of conformance of the product regarding the criteria and the third column contains any additional remarks and explanations regarding the product.

- When sections of criteria do not apply, or are deemed by the customer as not applicable, the section is noted as such and the rest of that table may be removed for that section.

- When multiple standards are being recorded in this document, the duplicative sections are noted and responded to only one time. The duplicate entry will note the cross reference to the data.

[Company] Accessibility Conformance Report

Revised Section 508 Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version:

Report Date:

Product Description:

Contact Information:

Notes:

Evaluation Methods Used:

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes)
	Level AA (Yes)
	Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports**: The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports**: Some functionality of the product does not meet the criterion.
- **Does Not Support**: The majority of product functionality does not meet the criterion.
- **Not Applicable**: The criterion is not relevant to the product.
- **Not Evaluated**: The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.0 Report

Tables 1 and 2 also document conformance with Revised Section 508:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.0 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.2.1 Audio-only and Video-only (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.2.2 Captions (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.3.1 Info and Relationships (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 602.3 (Support Docs)		

1.3.2 Meaningful Sequence (Level A)
Also applies to:
Revised Section 508
  • 501 (Web)(Software)
  • 504.2 (Authoring Tool)
  • 602.3 (Support Docs)
	Web:
	Electronic Docs:
	Software:
	Authoring Tool:
		Web:
		Electronic Docs:
		Software:
		Authoring Tool:

1.3.3 Sensory Characteristics (Level A)
Also applies to:
Revised Section 508
  • 501 (Web)(Software)
  • 504.2 (Authoring Tool)
  • 602.3 (Support Docs)
	Web:
	Electronic Docs:
	Software:
	Authoring Tool:
		Web:
		Electronic Docs:
		Software:
		Authoring Tool:

1.4.1 Use of Color (Level A)
Also applies to:
Revised Section 508
  • 501 (Web)(Software)
  • 504.2 (Authoring Tool)
  • 602.3 (Support Docs)
	Web:
	Electronic Docs:
	Software:
	Authoring Tool:
		Web:
		Electronic Docs:
		Software:
		Authoring Tool:

1.4.2 Audio Control (Level A)
Also applies to:
Revised Section 508
  • 501 (Web)(Software)
  • 504.2 (Authoring Tool)
  • 602.3 (Support Docs)
	Web:
	Electronic Docs:
	Software:
	Authoring Tool:
		Web:
		Electronic Docs:
		Software:
		Authoring Tool:

2.1.1 Keyboard (Level A)
Also applies to:
Revised Section 508
  • 501 (Web)(Software)
  • 504.2 (Authoring Tool)
  • 602.3 (Support Docs)
	Web:
	Electronic Docs:
	Software:
	Authoring Tool:
		Web:
		Electronic Docs:
		Software:
		Authoring Tool:

2.1.2 No Keyboard Trap (Level A)	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Electronic Docs: Software: Authoring Tool:	Electronic Docs: Software: Authoring Tool:
2.2.1 Timing Adjustable (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.2.2 Pause, Stop, Hide (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.3.1 Three Flashes or Below Threshold (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.4.1 Bypass Blocks (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Web: Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
2.4.2 Page Titled (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 504.2 (Authoring Tool) • 602.3 (Support Docs)		

2.4.3 Focus Order (Level A)
Also applies to:
Revised Section 508
    • 501 (Web)(Software)
    • 504.2 (Authoring Tool)
    • 602.3 (Support Docs)
	Web:
	Electronic Docs:
	Software:
	Authoring Tool:
		Web:
		Electronic Docs:
		Software:
		Authoring Tool:

2.4.4 Link Purpose (In Context) (Level A)
Also applies to:
Revised Section 508
    • 501 (Web)(Software)
    • 504.2 (Authoring Tool)
    • 602.3 (Support Docs)
	Web:
	Electronic Docs:
	Software:
	Authoring Tool:
		Web:
		Electronic Docs:
		Software:
		Authoring Tool:

3.1.1 Language of Page (Level A)
Also applies to:
Revised Section 508
    • 501 (Web)(Software)
    • 504.2 (Authoring Tool)
    • 602.3 (Support Docs)
	Web:
	Electronic Docs:
	Software:
	Authoring Tool:
		Web:
		Electronic Docs:
		Software:
		Authoring Tool:

3.2.1 On Focus (Level A)
Also applies to:
Revised Section 508
    • 501 (Web)(Software)
    • 504.2 (Authoring Tool)
    • 602.3 (Support Docs)
	Web:
	Electronic Docs:
	Software:
	Authoring Tool:
		Web:
		Electronic Docs:
		Software:
		Authoring Tool:

3.2.2 On Input (Level A)
Also applies to:
Revised Section 508
    • 501 (Web)(Software)
    • 504.2 (Authoring Tool)
    • 602.3 (Support Docs)
	Web:
	Electronic Docs:
	Software:
	Authoring Tool:
		Web:
		Electronic Docs:
		Software:
		Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
3.3.1 Error Identification (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.3.2 Labels or Instructions (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
4.1.1 Parsing (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
4.1.2 Name, Role, Value (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Also applies to:	Web: Electronic Docs:	Web: Electronic Docs:

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Software: Authoring Tool:	Software: Authoring Tool:
1.2.5 Audio Description (Prerecorded) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.4.3 Contrast (Minimum) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.4.4 Resize text (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.4.5 Images of Text (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.4.5 Multiple Ways (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool)	Web: Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
• 602.3 (Support Docs) – Does not apply to non-web docs		
2.4.6 Headings and Labels (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.4.7 Focus Visible (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.1.2 Language of Parts (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.2.3 Consistent Navigation (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Web: Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
3.2.4 Consistent Identification (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Web: Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
3.3.3 Error Suggestion (Level AA)	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Electronic Docs: Software: Authoring Tool:	Electronic Docs: Software: Authoring Tool:
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.2.7 Extended Audio Description (Prerecorded) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.2.8 Media Alternative (Prerecorded) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.2.9 Audio-only (Live) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.4.6 Contrast (Enhanced) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.4.7 Low or No Background Audio (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.4.8 Visual Presentation (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.4.9 Images of Text (No Exception) (Level AAA)	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 – Does not apply		
2.1.3 Keyboard (No Exception) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.2.3 No Timing (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.2.4 Interruptions (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.2.5 Re-authenticating (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.3.2 Three Flashes (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.4.8 Location (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.4.9 Link Purpose (Link Only) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.4.10 Section Headings (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.1.3 Unusual Words (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.1.4 Abbreviations (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.1.5 Reading Level (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.1.6 Pronunciation (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.2.5 Change on Request (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.3.5 Help (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.3.6 Error Prevention (All) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:

Revised Section 508 Report

Notes:

Chapter 3: Functional Performance Criteria (FPC)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision		
302.2 With Limited Vision		
302.3 Without Perception of Color		
302.4 Without Hearing		
302.5 With Limited Hearing		
302.6 Without Speech		
302.7 With Limited Manipulation		
302.8 With Limited Reach and Strength		
302.9 With Limited Language, Cognitive, and Learning Abilities		

Chapter 4: Hardware

Notes:

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
402.1 General	Heading cell – no response required	Heading cell – no response required
402.2 Speech-Output Enabled	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen		
402.2.2 Transactional Outputs		

Criteria	Conformance Level	Remarks and Explanations
402.2.3 Speech Delivery Type and Coordination		
402.2.4 User Control		
402.2.5 Braille Instructions		
402.3 Volume	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening		
402.3.2 Non-private Listening		
402.4 Characters on Display Screens		
402.5 Characters on Variable Message Signs		
403 Biometrics	Heading cell – no response required	Heading cell – no response required
403.1 General		
404 Preservation of Information Provided for Accessibility	Heading cell – no response required	Heading cell – no response required
404.1 General		
405 Privacy	Heading cell – no response required	Heading cell – no response required
405.1 General		
406 Standard Connections	Heading cell – no response required	Heading cell – no response required
406.1 General		
407 Operable Parts	Heading cell – no response required	Heading cell – no response required
407.2 Contrast		
407.3 Input Controls	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible		
407.3.2 Alphabetic Keys		
407.3.3 Numeric Keys		
407.4 Key Repeat		
407.5 Timed Response		
407.6 Operation		
407.7 Tickets, Fare Cards, and Keycards		
407.8 Reach Height and Depth	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane		
407.8.1.1 Vertical Plane for Side Reach		
407.8.1.2 Vertical Plane for Forward Reach		

Criteria	Conformance Level	Remarks and Explanations
407.8.2 Side Reach		
407.8.2.1 Unobstructed Side Reach		
407.8.2.2 Obstructed Side Reach		
407.8.3 Forward Reach		
407.8.3.1 Unobstructed Forward Reach		
407.8.3.2 Obstructed Forward Reach		
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach		
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach		
408 Display Screens	Heading cell – no response required	Heading cell – no response required
408.2 Visibility		
408.3 Flashing		
409 Status Indicators	Heading cell – no response required	Heading cell – no response required
409.1 General		
410 Color Coding	Heading cell – no response required	Heading cell – no response required
410.1 General		
411 Audible Signals	Heading cell – no response required	Heading cell – no response required
411.1 General		
412 ICT with Two-Way Voice Communication	Heading cell – no response required	Heading cell – no response required
412.2 Volume Gain	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones		
412.2.2 Volume Gain for Non-Wireline ICT		
412.3 Interference Reduction and Magnetic Coupling	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets		
412.3.2 Wireline Handsets		
412.4 Digital Encoding of Speech		
412.5 Real-Time Text Functionality	Reserved for future	Reserved for future
412.6 Caller ID		
412.7 Video Communication		
412.8 Legacy TTY Support	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability		

Criteria	Conformance Level	Remarks and Explanations
412.8.2 Voice and Hearing Carry Over		
412.8.3 Signal Compatibility		
412.8.4 Voice Mail and Other Messaging Systems		
413 Closed Caption Processing Technologies	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions		
413.1.2 Pass-Through of Closed Caption Data		
414 Audio Description Processing Technologies	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners		
414.1.2 Other ICT		
415 User Controls for Captions and Audio Descriptions	Heading cell – no response required	Heading cell – no response required
415.1.1 Caption Controls		
415.1.2 Audio Description Controls		

Chapter 5: Software

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.x section	See information in WCAG 2.x section
502 Interoperability with Assistive Technology	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features		
502.2.2 No Disruption of Accessibility Features		
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information		
502.3.2 Modification of Object Information		
502.3.3 Row, Column, and Headers		
502.3.4 Values		
502.3.5 Modification of Values		
502.3.6 Label Relationships		
502.3.7 Hierarchical Relationships		
502.3.8 Text		

Criteria	Conformance Level	Remarks and Explanations
502.3.9 Modification of Text		
502.3.10 List of Actions		
502.3.11 Actions on Objects		
502.3.12 Focus Cursor		
502.3.13 Modification of Focus Cursor		
502.3.14 Event Notification		
502.4 Platform Accessibility Features		
503 Applications	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences		
503.3 Alternative User Interfaces		
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls		
503.4.2 Audio Description Controls		
504 Authoring Tools	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter "not applicable")	See WCAG 2.x section	See information in WCAG 2.x section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion		
504.2.2 PDF Export		
504.3 Prompts		
504.4 Templates		

Chapter 6: Support Documentation and Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features		
602.3 Electronic Support Documentation	See WCAG 2.x section	See information in WCAG 2.x section

Criteria	Conformance Level	Remarks and Explanations
602.4 Alternate Formats for Non-Electronic Support Documentation		
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features		
603.3 Accommodation of Communication Needs		

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed.

Vendor Accessibility Development Services Information Request

1. Vendor Information

Vendor Name:	Submitter Name :	Date:

Email:	Phone: ( )		

Address:	City:	State:	ZIP:

2. Instructions

Complete this form if your company or organization is responding to a Texas Agency solicitation that includes one or more of the following Information and Communications Technologies (ICT) offering types:

- **Website development services**
- **Web Application Development Services**
- **Custom development services as part of an integrated solution.**
- **Client based software application development services**
- **Other software development services containing one or more user interfaces (end user, admin, etc.)**

Please direct any questions regarding this request to the DIR Procurement Office.

3. Please respond to the questions below as applicable

1. Describe or provide documentation regarding your organization's key business processes that include the integration of ICT accessibility activities. (Examples are product development, procurement, HR, etc.):

2. Describe the skills and training resources that your organization uses (internal or third party) to develop and produce accessible ICT offerings:

3. Describe the development and test tools used within your organization to produce accessible ICT offerings. Provide examples of typical project test cases for accessibility and examples of how test results are documented:

4. Describe your organizations corrective actions process(es) or system(s) for documenting, tracking, and resolving accessibility issues / defects:

5. Describe alternate methods for ICT products that are not compliant with accessibility technical standards. (example: 24hour / 7day/week toll free phone support number):

6. Provide links to example websites or other examples of ICT work that your organization has produced that meet accessibility technical standards such as US Section 508, or WCAG 2.0 AA:

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR SERVICES

Successful Respondent

1   INTRODUCTION

1.1   Parties

This contract for Information Technology Staff Augmentation ("ITSAC") services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and {{Successful Respondent}}, a STATE ENTITY TYPE (hereinafter "Successful Respondent"), with its principal place of business at {{Successful Respondent Address}}.

1.2   Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-579, on September 28, 2023 for Information Technology Staff Augmentation Contract (ITSAC) services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-579, shall be posted by DIR on the Electronic State Business Daily.

1.3   Order of Precedence

    A.   For transactions under this Contract, the order of precedence shall be as follows:
1. this Contract;
2. **Appendix A, Standard Terms and Conditions**;
3. **Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan**;
4. **Appendix C, Not-to-Exceed Rates**;
5. **Appendix D, ITSAC Job Category, Title Descriptions**
6. **Appendix E, ITSAC SOW Template**
7. **Exhibit 1, RFO** DIR-CPO-TMP-579, including all Addenda; and

8. **Exhibit 2, Successful Respondent's Response to RFO** DIR-CPO-TMP-579, including all Addenda.

B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**. The following terms used in this Contract shall have the meanings given to them below:

A. **ITSAC Portal** – The internet application provided by DIR for the purpose of facilitating Customer ITSAC procurements.

B. **ITSAC Vendor** – A vendor, including Successful Respondent, awarded a contract under the RFO or a comparable request for offers issued by DIR for ITSAC services.

C. **Not to Exceed (NTE) Rate** – The maximum hourly rate payable to Successful Respondent under this Contract for the provision of services by a Worker with a given job category, title description, and level, as provided by Appendix C, Not-to-Exceed Rates.

D. **Request for Resumes** – A Solicitation for an individual Worker.

E. **Solicitation** – A procurement document issued by a Customer specifying the ITSAC services to be provided and requesting responses from ITSAC Vendors. A Solicitation may be in the form of a Request for Resumes or a Statement of Work.

F. **Statement of Work** – In addition to the definition provided in Appendix A, Standard Terms and Conditions, this term shall include a Solicitation for an ITSAC solution, including where Workers are kept on retainer or where multiple Workers are sought for a team or particular project.

G. **Worker** – An individual who is an employee or subcontractor of an ITSAC Vendor and who may be engaged to perform ITSAC services for Customers.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3   OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. 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 the technology categories defined in Request for Offer DIR-CPO-TMP-579 for Information Technology Staff Augmentation Contract (ITSAC) Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its service offerings, provided that any changes or additions must be within the scope of the RFO.

Successful Respondent shall provide one or more Workers to DIR Customers as defined in the applicable Solicitation and resulting Purchase Order in accordance with the terms and conditions of this Contract.

Successful Respondent understands that this is a non-exclusive, indefinite quantity Contract. DIR makes no representations or warranties that Successful Respondent shall receive any number or volume of Solicitation opportunities or Purchase Orders hereunder.

5   PRICING

5.1 Not-to-Exceed Rates

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

5.2 Hourly Rates

A. Successful Respondent's quoted and actual hourly rates shall not exceed the applicable NTE Rate. Successful Respondent shall not increase its hourly rates under any Purchase Order, including any amendments or Purchase Order Change Notice (POCN) thereto, except as explicitly agreed upon therein.

B. Successful Respondent shall include all applicable expenses for a proposed Worker, including the applicable DIR Administrative Fee (as defined below), in the hourly rate quoted for such Worker, and shall not invoice for any additional charges. Travel expense reimbursement may be allowed in accordance with **Appendix A Terms and Conditions Section 8.5. Travel Expense Reimbursement**.

6 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be one percent (1.00%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $1,000.

B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 SOLICITATIONS

7.1 Customer Election

Customers may elect to issue Solicitations using the ITSAC Portal or by any other method permitted by applicable law, including submitting Solicitations directly to selected ITSAC Vendors.

7.2 ITSAC Portal

Successful Respondent may use the ITSAC Portal subject to any applicable terms and conditions and in accordance with any guidance published by DIR, which may be updated from time to time without notice to Successful Respondent. Successful Respondent acknowledges that its use of the ITSAC Portal shall be deemed acceptance of all such terms, conditions, and guidance. Successful Respondent further acknowledges that declining to use the ITSAC Portal may result in reduced access to Solicitation opportunities hereunder.

7.3 Solicitation Contents

Solicitations will include the Customer's minimum requirements, including, as applicable, the number of Workers, the qualifications and skills for each Worker; and the number of hours to be provided or duration of the engagement. Customers may also elect to include an overview of the types of services to be provided by Workers, the manner and locations in which such services are to be provided, information regarding required travel, and any other information that may assist ITSAC Vendors in responding to such Solicitations.

8 RESPONSES TO SOLICITATIONS

8.1 Response Contents

For each proposed Worker, Successful Respondent shall include a resume and a document signed by the Worker indicating that Successful Respondent is authorized to submit such Worker for the particular Solicitation. DIR may propose additional requirements, such as a resume cover sheet, for responses submitted to the ITSAC Portal.

8.2 Restrictions on Proposed Workers

A. Successful Respondent shall propose only Workers that meet the minimum requirements for a Solicitation.

B. Except as provided below, Successful Respondent shall not propose any Worker in response to a Solicitation if such Worker is engaged, including by another ITSAC Vendor, to provide services of any kind during the term of a Purchase Order resulting from such Solicitation.

C. Notwithstanding the foregoing, Successful Respondent may propose a previously engaged Worker if:

    i. such Worker's previous engagement is with the same Customer that has issued the Solicitation, and the Customer elects to engage the Worker for multiple Purchase Orders with overlapping terms; or

    ii. such Worker's previous engagement is for specific hours that do not overlap with the hours required in such Solicitation, and both Customers provide prior written consent.

8.3   Responses to ITSAC Portal Solicitations

All responses to Solicitations issued using the ITSAC Portal must be submitted using the ITSAC Portal. Successful Respondent shall not attempt to respond to such Solicitations through direct contact with the issuing Customer. Successful Respondent shall not initiate communications with any Customer regarding Solicitations posted to the ITSAC Portal, but may respond if such Customer initiates communications regarding the Solicitation.

8.4   Worker Interviews

Successful Respondent shall be responsible for verifying that the correct proposed Worker attends any interviews conducted by Customers. Successful Respondent shall not submit substitute proposed Workers to interview with Customers if the requested proposed Worker is not available. Successful Respondent shall not give or attempt to give its proposed Workers an unauthorized advantage over Workers submitted by other ITSAC Vendors, such as by obtaining or providing unpublished interview questions.

9   STATEMENT OF WORK

Services provided under this Contract shall be in accordance with the applicable Statement of Work, if any, which may be in the form of **Appendix E, ITSAC SOW Template**. Each SOW for a state agency Customer shall be in accordance with Section 2157.0685, Texas Government Code, and 1 TAC 212, if applicable.

10 WORKER REMOVAL AND SUBSTITUTION

10.1 By Successful Respondent or Worker

A. Successful Respondent shall not voluntarily remove a Worker who is engaged to provide services to a Customer during the term of the applicable Purchase Order without such Customer's prior written consent.

B. In the event that a Worker who is engaged to provide services to a Customer ceases to be employed or to contract with Successful Respondent (regardless of the circumstances of such cessation), or is otherwise unable to complete such engagement, during the term of the applicable Purchase Order, Successful Respondent shall provide a substitute Worker at no additional cost to such Customer within seven (7) business days. The substitute Worker shall possess at least the minimum requirements identified in the applicable Solicitation and resulting Purchase Order. If Successful Respondent is unable to provide a satisfactory substitute Worker, in the Customer's sole discretion, the Customer may terminate the Purchase Order.

C. To allow for any training or orientation time, Successful Respondent shall provide such substitute Worker free of charge to the Customer for the number of hours equal to seven (7) business days, provided that such hours must be completed within fourteen (14) business days of the substitution.

10.2 By Customer

A. A Customer may direct Successful Respondent to immediately remove a Worker engaged under a Purchase Order if such Worker:

   i. has violated applicable legal or safety standards as communicated by Customer to Successful Respondent or such Worker;

   ii. does not possess the required qualifications identified in the applicable Solicitation or resulting Purchase Order; or

   iii. is otherwise unable to satisfactorily provide the services required by the applicable Solicitation or resulting Purchase Order.

B. Successful Respondent shall provide a substitute Worker at no additional cost to such Customer within seven business days of such removal. The substitute Worker shall possess at least the minimum requirements identified in the applicable Solicitation and resulting Purchase Order. If Successful Respondent is

unable to provide a satisfactory substitute worker, in the Customer's sole discretion, the Customer may terminate the Purchase Order.

10.3 Notice of Disqualification

Successful Respondent shall immediately notify a Customer in the event a Worker loses or is found not to posses any license, certificate, or similar qualification required for providing services under the applicable Purchase Order.

10.4 Return of Equipment

Successful Respondent shall be responsible for ensuring that each Worker returns to the Customer all equipment, materials, or other items provided to such Worker upon the expiration or termination of the applicable Purchase Order or the cessation of such Worker's engagement under such Purchase Order (regardless of the circumstances of such cessation), whichever occurs first. Successful Respondent shall bear the cost of replacing or repairing any unreturned or damaged items, as well as any remediation costs associated with such loss or damage.

11 NON-SOLICITATION OF STATE EMPLOYEES

Successful Respondent shall not solicit, directly or indirectly, any employee of a Customer who has participated in any projects related to a Purchase Order during the term of such Purchase Order and for a period of 90 calendar days following the termination or expiration of such Purchase Order. A Customer shall not solicit, directly or indirectly, a Worker engaged to provide services to such Customer during the term of the applicable Purchase Order and for a period of 90 calendar days following the termination or expiration of such Purchase Order.

12 NOTIFICATION

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

> **If sent to the State**:
>
> Lisa Massock or Successor in Office
> Chief Procurement Officer
> Department of Information Resources
> 300 W. 15th St., Suite 1300

Austin, Texas 78701

Phone: (512) 475-4700

If sent to Successful Respondent:

Successful Respondent Representative
{{Successful Respondent}}
Successful Respondent Address
City, State Zip
Phone: ( ) -
Email:

13 CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

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

14 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

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

(Remainder of this page intentionally left blank.)

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

{{Successful Respondent}}

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By: _____

Name: Lisa Massock

Title: Chief Procurement Officer

Date: _____

Office of General Counsel: _____

Date: _____

Department of Information Resources

{{ContractNumber}} Appendix A

Standard Contract Terms and Conditions

Cooperative Contracts

Contents

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

1   CONTRACT SCOPE

Successful Respondent shall provide the products and/or services specified in 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

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

3   DEFINITIONS

3.1   Compliance Check

An audit of Successful Respondent's compliance with the Contract which may be performed by a third-party auditor, DIR Internal Audit department, DIR contract management staff, or their designees.

3.2   Contract

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

3.3   CPA

Refers to the Texas Comptroller of Public Accounts.

3.4   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, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, 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:

    A. A non-profit organization that provides educational, health or human services or assistance to homeless individuals;

    B. A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;

    C. Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

D. A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;

E. A local workforce development board created under Section 2308.253, Texas Government Code;

F. A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;

G. The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;

H. A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and

I. A nonprofit organization that provides affordable housing.

3.5 Business 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.

3.6 DIR

Refers to the Texas Department of Information Resources.

3.7 Effective Date

Refers to the effective date of the Contract as set forth therein.

3.8 Invoice

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

3.9 Purchase Order

Refers to Customer's fiscal form or format, contract with Successful Respondent, or other document used by Customer to authorize the purchase of products or services from Successful Respondent under the Contract, including but not limited to a formal written purchase order, procurement card, electronic purchase order, or another authorized instrument.

3.10 State

Refers to the State of Texas.

3.11 Statement of Work (SOW)

Means a document entered into between 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.

3.12 Subcontracting Plan

Refers to **Appendix B**, Successful Respondent's Historically Underutilized Business Subcontracting Plan.

3.13 Successful Respondent

Refers to the party identified as either "Successful Respondent" or "Vendor" in Section 1.1 of the Contract.

3.14 Third-Party Provider

Refers to an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller or other person or entity designated or directed by Successful Respondent to provide products or services to a Customer in performance of, related to, or in support of a Purchase Order issued under the Contract.

4 GENERAL PROVISIONS

4.1 Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and Successful Respondent. 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.

4.2 Modification of Contract Terms and/or Amendments

A. 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.

B. DIR may amend the Contract upon thirty (30) calendar days written notice to Successful Respondent without the need for Successful Respondent's written consent: 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.

C. 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.

D. 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.

4.3 Invalid Term or Condition

A. 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 does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.

B. 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.

4.4 Assignment

A. DIR may assign the Contract without prior written approval to: i) a successor in interest (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.

B. A Customer may assign a Purchase Order issued under the Contract without prior written approval to: i) a successor in interest (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.

C. Successful Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the DIR. Any attempted assignment in violation of this provision is void and without effect.

4.5 Survival

All applicable Statements of Work 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 three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the 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, obligations of confidentiality; and indemnification will remain in effect.

4.6 Choice of Law

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. In any litigation where any state agency is a party, and subject to the requirements of Chapter 2260, Texas Government Code, the exclusive venue of any such suit arising under the Contract is fixed in the state courts of Travis County, Texas. If litigation does not involve any state agency, then venue is fixed in the state courts of the Texas county where the Customer is primarily situated, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency. Regardless of any provision anywhere in the Contract, no state agency or other Customer in any manner waives any defense or immunity whatsoever.

4.7 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 the 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.

4.8 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.

4.9 Data Location

Regardless of any other provision of the Contract or its incorporated or referenced documents, all of the data for State of Texas Customers 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; however, Successful Respondent shall notify DIR promptly after such request is made. For all 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 CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.

4.10 Independent Contractor

SUCCESSFUL RESPONDENT AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THE 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.

5 INTELLECTUAL PROPERTY MATTERS

5.1 Intellectual Property Matters Definitions

5.1.1 "Work Product"

Means any and all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to the 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, 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, configurations, 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 the 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.

5.1.2   "Intellectual Property Rights"

Means the worldwide legal rights or interests, including but not limited to all United States and foreign patents, copyrights, trademarks, service marks, trade secrets, moral rights, author's rights, reversionary rights, and any and all other intellectual property or similar rights, 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.

5.1.3   "Third Party IP"

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

5.1.4   "Successful Respondent IP"

Shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Successful Respondent:

  i)   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

ii) after the Effective Date 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.

5.2   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.

5.3   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.

5.4 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.

5.5 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 Section 5.8 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.

5.6 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 the Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

5.7 Return of Materials Pertaining to Work Product

Upon the request of Customer, but in any event upon termination or expiration of the 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.

5.8 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.

5.9 Third-Party Underlying and Derivative Works

A. 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.

B. 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.

5.10 Agreement with Third Party Providers

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 Third Party Providers, prior to their providing such services or Work Product pursuant to the Contract, and that Successful Respondent shall maintain such written agreements at all times during performance of the 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.

5.11 License to Customer

Successful Respondent grants to Customer, at no additional charge, a world-wide, non-exclusive, perpetual, irrevocable, royalty free right and 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.

5.12 Successful Respondent Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in the 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

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. Successful Respondent hereby represents, certifies, and warrants that it and its products and services comply with all relevant accessibility laws and standards.

   i)   Upon request, and prior to a DIR Customer purchase, Successful Respondent 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.

   ii)   If Successful Respondent claims that a proposed product or family of products is exempt from accessibility requirements, it 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.

   iii) Upon request, and prior to a DIR customer purchase for IT development services, Successful Respondent 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 Successful Respondent's capability or ability to produce accessible electronic and information resources.

   iv)   Additionally, Successful Respondent 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.

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

vi) Also upon request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. 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)

i)   Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined 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).

ii) 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.

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

7   CONTRACT FULFILLMENT AND PROMOTION

7.1   Service, Sales and Support of the Contract

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

7.2   Internet Access to Contract and Pricing Information

A.   Successful Respondent Webpage

Within thirty (30) calendar days from the Effective Date, 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 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:

i)   a list with description of products and/or services awarded;

ii)   Successful Respondent contact information (name, telephone number and email address);

iii)   instructions for obtaining quotes and placing Purchase Orders;

iv)   the DIR Contract number with a hyperlink to the Contract's DIR webpage;

v)   a link to the DIR "Cooperative Contracts" webpage;

vi)   the DIR logo in accordance with the requirements of Section 7.9; and

vii)   any other information that the Contract indicates is required to be included on the webpage.

B. If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the Contract without penalty.

7.3   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.

7.4   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.

7.5   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 suspension, 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.

7.6   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.

7.7   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.

7.8   Services Warranty and Return Policies

Successful Respondent will adhere to Successful Respondent's then-currently published policies concerning product and service 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 products and services.

7.9   DIR and Customer Logos

Successful Respondent may use a Customer's logo only upon prior written approval of such Customer. Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with the following stipulations:

   A. the logo may not be modified in any way,
   B. when displayed, the size of the DIR logo must be equal to or smaller than Successful Respondent's logo,
   C. the DIR logo is only used to communicate the availability of services under the Contract to Customers, and
   D. any other use of the DIR logo requires prior written permission from DIR.

7.10   Successful Respondent Logo

If DIR receives Successful Respondent's prior written approval, DIR may use 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.

7.11   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 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 Successful Respondent's booth.

7.12 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 include administrative requirements for reporting and administrative fee payments. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.13 Performance Review Meetings

Successful Respondent shall attend periodic meetings to review 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 Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.14 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 products or services sold under the Contract. The report shall contain: product or service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR Customers can procure the products or services.

8   PURCHASE ORDERS, INVOICES, AND PAYMENTS

8.1   Purchase Orders

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

8.2   Invoices

A. Invoices shall be submitted by Successful Respondent directly to 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 Successful Respondent. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.

B. 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 products and services by the Customer.

C. The DIR Administrative Fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

8.3 Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Successful Respondent. The statute states that payments for goods and services are due thirty (30) calendar 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.

8.4 Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under the Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under the 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.

8.5 Travel Expense Reimbursement

Pricing for services provided under the 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 the Contract. The DIR Administrative Fee 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

9.1 Contract Managers

DIR and Successful Respondent will each provide a contract manager ("Contract Manager") to support the Contract (respectively, the "DIR Contract Manager" and "Successful Respondent Contract Manager"). Information regarding each Contract Manager will be posted on the internet website designated for the Contract. DIR reserves the right to require a change in Successful Respondent Contract Manager if Successful Respondent Contract Manager is not, in the sole opinion of DIR, adequately serving the needs of the State.

9.1.1 DIR Contract Manager

The DIR Contract Manager's duties include but are not limited to:

   A. monitoring compliance and management of the Contract,
   B. advising DIR of Successful Respondent's performance under the Contract, and
   C. periodic verification of pricing and monthly reports submitted by Successful Respondent.

9.1.2 Successful Respondent Contract Manager

Successful Respondent Contract Manager's duties shall include but are not limited to:

A. supporting the marketing and management of the Contract,

B. facilitating dispute resolution between Successful Respondent and Customers, and

C. advising DIR of Successful Respondent's performance under the Contract.

9.2 Reporting and Administrative Fees

9.2.1 Reporting Responsibility

A. Each month, Successful Respondent shall report all products and services purchased under the Contract. Successful Respondent shall file monthly reports to include monthly sales reports, subcontract reports, and pay the DIR 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.

9.2.2 Detailed Monthly Report

A. Using the Vendor Sales Report (VSR) portal, Successful Respondent shall provide DIR with a monthly report in the format required by DIR detailing sales activity under the Contract for the previous month period. This included months in which there are no sales. Reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than 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. Per transaction, the monthly report shall include, at a minimum,: 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 DIR 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 Successful Respondent for correction in accordance with this Section.

B. 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.

9.2.3 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.

9.2.4 DIR Administrative Fee

A. The DIR 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 Successful Respondent of the amount of the DIR Administrative Fee no later than the fourteenth (14th) calendar day of the month following the date of the reported sale. Successful Respondent shall pay the amount of the DIR 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 no later than February 15th; DIR closes January sales and notifies Successful Respondent of the amount of the DIR Administrative Fee by March 14th; Successful Respondent submits payment of the DIR Administrative Fee for January sales by March 25th.

B. DIR may change the amount of the DIR Administrative Fee upon thirty (30) calendar days written notice to Successful Respondent without the need for an amendment to the Contract.

C. To preserve the DIR Administrative Fee in place at the time of the sale of product or service, the calculation of the DIR Administrative Fee is based on the Purchase Order date for each sale.

D. Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

9.2.5 Accurate and Timely Submission of Reports

A. Successful Respondent shall submit reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Free payments within three (3) business days upon written notification by DIR. Successful Respondent shall deliver any late reports or late DIR Administrative Fee payments within three (3) business days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate reports or DIR Administrative Fee payments or deliver late reports and DIR Administrative Fee payments within three (3) business 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 at DIR's expense to require an independent third-party audit of Successful Respondent's records as specified in Section 9.3 Records and Audit. DIR will select the auditor (and all payments to auditor will require DIR approval).

C. Failure to timely submit three (3) reports or DIR 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.

9.3 **Records and Audit**

A. 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.

B. 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, whichever is later. Such records shall include per transaction: 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 calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

C. Successful Respondent 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.

D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent 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) calendar days of receipt.

E. For procuring State Agencies whose payments are processed by the CPA, the volume of payments made to Successful Respondent through the CPA 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.

9.4 Contract Administration Notification

A. Prior to execution of the Contract, Successful Respondent shall provide DIR with written notification of the following:
   i) Successful Respondent Contract Manager's 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 DIR Administrative Fees.

B. Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

10 SUCCESSFUL RESPONDENT RESPONSIBILITIES

10.1 Indemnification

10.1.1 Indemnities by Successful Respondent

A. Successful Respondent shall defend, indemnify, and hold harmless DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, 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, resulting from, or related to:
   i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
   ii) 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 (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
   iii) any breach, disclosure, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and
   iv) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.

B. 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. FOR NON-STATE AGENCY CUSTOMERS, THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

10.1.2 Infringements

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for 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.

10.2 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 SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, 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 SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

10.3 Taxes/Worker's Compensation/Unemployment Insurance

Successful Respondent agrees and acknowledges that during the existence of the Contract, Successful Respondent shall be entirely responsible for the liability and payment of Successful Respondent's and its employees' taxes of whatever kind, arising out of the performances in the 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 and its employees, representatives, agents, and subcontractors shall not be entitled to any state benefit or benefit of another governmental entity Customer. Customer, DIR, and/or the State shall not be liable to 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.

10.4 Successful Respondent Certifications

A. Successful Respondent represents and warrants that, in accordance with Section 2155.005, Texas Government Code, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Successful Respondent.

B. Successful Respondent hereby certifies, represents, and warrants, on behalf of Successful Respondent that:

   i) it has 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;

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

   iii) neither it, nor anyone acting for it, has 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;

   iv) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;

   v) under Section 2155.004, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

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

   vii) 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, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.

   viii) as of the Effective Date, it is 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);

   ix) in the performance of the Contract, Successful Respondent 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 Section 2155.4441, Texas Government Code;

x) all equipment and materials to be used in fulfilling the requirements of the Contract are of high-quality and consistent with or better than applicable industry standards, if any. All works and services performed pursuant to the Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

xi) to the extent Successful Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full;

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

xiii) 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 Successful Respondent will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

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

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

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

xvii) in accordance with Section 2271.002, Texas Government Code, by signature hereon, Successful Respondent does not boycott Israel and will not boycott Israel during the term of the Contract;

xviii) in accordance with Section 2155.0061, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

xix) in accordance with Section 2252.152, Texas Government Code, it is not identified on a list prepared and maintained under Section 2270.0201 (previously 806.051) or Section 2252.153, Texas Government Code;

xx) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract;

xxi) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

xxii) under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive the Contract;

xxiii) if Successful Respondent is required to make a certification pursuant to Section 2274.0101, Texas Government Code, (A) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (B) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (C) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;

xxiv) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual ("Program Manual"). Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent's compliance with TX-RAMP; and

xxv) all information provided by Successful Respondent is current, accurate, and complete.

C. During the term of the Contract, Successful Respondent shall 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 and any changes thereto.

D. 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).

10.5   Ability to Conduct Business in Texas

Successful Respondent 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. Upon request by DIR, Successful Respondent shall provide all

documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and the validity of Successful Respondent's existence under the laws of its state of organization.

10.6 Equal Opportunity Compliance

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 of Texas in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, 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.

10.7 Use of Subcontractors

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

10.8 Responsibility for Actions

A. 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.

B. Successful Respondent, for itself and on behalf of its subcontractors, shall report to the DIR Contract Manager within five (5) business days any change to the information contained in the Certification Statement of **Exhibit A** of the RFO or Section 10.4, Successful Respondent Certifications of this Appendix A to the Contract. 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.

10.9 Confidentiality

A. Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Section 552.003, Texas Government Code, 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.

B. 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.

10.10 Security of Premises, Equipment, Data and Personnel

A. Successful Respondent or Third-Party Providers may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. Successful Respondent and Third-Party Providers shall preserve the safety, security, and the integrity of such personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the instruction of Customer and to the degree in which Successful Respondent or such Third-Party Provider protects its own information. Successful Respondent shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by Successful Respondent or a Third-Party Provider. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements, then Customer may immediately terminate the Purchase Order and related Service Agreement.

B. If a Purchase Order is subject to Section 2054.138, Texas Government Code, Successful Respondent shall meet the security controls required by such Purchase Order, and shall periodically provide to the Customer evidence that Successful Respondent meets such required security controls.

10.11 Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct such background checks. Should any employee or Third-Party Provider of 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 Third-Party Provider in question.

10.12 Limitation of Liability

A. For any claim or cause of action arising under or related to the Contract, 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.

B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.

C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order 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 the 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.

10.13 Overcharges

Successful Respondent hereby assigns to DIR any and all of its claims for overcharges associated with the 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.

10.14 Prohibited Conduct

Successful Respondent represents and warrants that, to the best of its knowledge as of the date of this certification, neither Successful Respondent nor any subcontractor, firm, corporation, partnership, or institution represented by Successful Respondent, nor anyone acting for Successful Respondent or such 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 RFO directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

10.15 Required Insurance Coverage

A. As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to such Customer within five (5) business 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 Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent 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 in the form provided by DIR, which shall serve to meet the insurance requirements.

B. All required insurance must be issued by companies that have an A rating and a minimum 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:

10.15.1 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.

10.15.2 Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Title 5, Subtitle A, Texas Labor Code) 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.

10.15.3 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.

10.16 Use of State Property

Successful Respondent is prohibited from using a Customer's equipment, location, or any other resources of a Customer, DIR, 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 a Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Successful Respondent to such Customer immediately upon demand by such Customer. Such use shall constitute breach of contract and may result in termination of the Contract, the Purchase Order, and other remedies available to DIR and Customer under the Contract and applicable law.

10.17 Immigration

    A. 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 the Contract.

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

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

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

C. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and 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.

10.18 Public Disclosure

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

10.19 Product and/or Services Substitutions

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

10.20 Secure Erasure of Hard Disk Managed Services Products and/or Services

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, destroy, or render unreadable 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 Purchase Order for such products and/or services, in accordance with 1 TAC 202 or NIST 800-88.

10.21 Deceptive Trade Practices; Unfair Business Practices

A. 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.

B. 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.

10.22 Drug Free Workplace Policy

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.

10.23 Public Information

A. Pursuant to Section 2252.907, Texas Government Code, Successful Respondent is required to make any information created or exchanged with the State pursuant to the 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.

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

C. Successful Respondent represents and warrants that it will comply with the requirements of Section 552.372(a), Texas Government Code, where applicable. Except as provided by Section 552.374(c), Texas Government Code, the requirements of Subsection J, Chapter 552, Texas Government Code, may apply to the Contract or certain Purchase Orders, and Successful Respondent agrees that the Contract or such Purchase Orders can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

10.24 Successful Respondent Reporting Requirements

Successful Respondent shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109, requiring computer technicians to report images of child pornography.

10.25 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 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

11.1 Enforcement of Contract and Dispute Resolution

A. 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, (iii) except as provided in Sec. 2251.051 Texas Government Code, Successful Respondent shall continue performance while the dispute is being resolved, and (iv) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

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

C. 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.

11.2 Termination

11.2.1 Termination for Non-Appropriation

11.2.1.1 Termination for Non-Appropriation by Customer

Customers 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 will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.1.2 Termination for Non-Appropriation by DIR

DIR may terminate the 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 will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be in default or breach under the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.2 Absolute Right

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 the Contract under Subsection (b) of Section 2155.006, Texas Government Code. Successful Respondent shall be provided written notice in accordance with Section 14.1, Notices, of intent to terminate.

11.2.3 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.

11.2.4 Termination for Cause

11.2.4.1 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, certification, representation, 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.

11.2.4.2 Purchase Order

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, 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. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

11.2.5 Immediate Termination or Suspension

DIR may immediately suspend or terminate the Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Successful Respondent (whether or not such potential violations directly impact the provision of goods or services under the Contract). In such case, Successful Respondent may be held 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 Successful Respondent within five (5) business days after the suspension or termination. Successful Respondent may provide a response and request an opportunity to present its position. DIR or Customer will review Successful Respondent's presentation but is under no obligation to provide formal response.

11.2.6 Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and any Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract in accordance with Section 4.5.

11.2.7 Successful Respondent Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately accepted.

11.3 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order (each such event, an "Event of Force Majeure"), provided that the party experiencing such 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 or impact 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 Section, 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 such Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of such Customer.

12 NON-SOLICITATION OF STATE EMPLOYEES

Successful Respondent shall not solicit, directly or indirectly, any employee of DIR who is associated with the Contract for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, Successful Respondent shall not solicit, directly or indirectly, any employee of a Customer who is associated with a Purchase Order for a period of ninety (90) calendar days following the expiration or termination of such Purchase Order.

13 WARRANTY

Customers may provide written notice to Successful Respondent of errors, inaccuracies, or other deficiencies in products or services provided by Successful Respondent under a Purchase Order within thirty (30) calendar days or receipt of an invoice for such products or services. Successful Respondent shall correct such error, inaccuracy, or other deficiency at no additional cost to Customer.

14 NOTIFICATION

14.1 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) business 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 the Contract or to such other address as such party shall have notified the other party in writing.

14.2 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

15 CAPTIONS

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.

STATEMENT OF WORK (SOW)

Project Name

Agency Name

Date

Table of Contents

1. **Introduction**

   Describe the services to be performed at a summary level. The statement of work (SOW) is unique and distinct for each project. The vendor shall develop or configure, test, stage, and release business applications by applying iterative processes utilizing the proposed Agile methodology and a frequent release cycle. DIR may consider awarding to multiple vendors.

2. **Background**

   Explain why the Agency is contracting for these IT Staffing Services. Provide useful information regarding the Agency organization, project history, future plans or any other relevant information regarding the work to be performed.

3. **Scope**

   (Example language)

   SOW examples may include staff on retainer over a period of time, a proposal of a team of different titles and positions to address an upcoming project, etc.

4. **Staffing Requirements**
   (Example content)
   Would specific skills need to be listed?

Positions Required	Category	Title	Level	Estimated hours
2	*Applications/Software Development*	*Developer/Programmer Analyst*	*2*	*150*

5. **Acceptance**

   How will Vendor compliance with requirements be measured?
   Will the vendor need to submit time reports for review/approval prior to submitting invoicing?

6. **Period of Performance**

   Specify the period of performance in which the Vendor will conduct and complete the work associated with the SOW.

7. **Invoices**

   Describe the Vendor's responsibilities for invoicing Agency including invoice content, frequency/schedule and instructions for submitting invoices. Payments will be made in accordance with Appendix A of the DIR Contract.

8. **Vendor Response**

   The Agency will select the Vendor(s) that offers the best value as determined by the information provided in the Vendor's Response. The following information shall be provided in the Vendor's

Response:

8.1. Staff Capabilities

Provide Vendor staff capabilities specific to this SOW:

- Organization chart
- Management team resumes
- Key personnel resumes, illustrating the qualifications of each to perform the services described in this SOW including expertise in Agile development methodology and processes.

8.2. Service Capabilities

- Vendor shall provide evidence of its services capabilities, including but not limited to:
- Description of three (3) projects of similar size and scope that Vendor has conducted within the past five (5) years;
- Description of experience providing similar deliverables in public sector, specifically state and local government;

8.3. Any assumptions and dependencies of the project.

9. **Additional Considerations**

- Vendor shall indicate their agreement to comply with the confidentiality and non-disclosure requirements stated in this SOW.
- If Vendor, or a subcontractor, officer, or employee of Vendor, will have access to a state computer system or database, then the Vendor shall ensure that such officer, employee, or subcontractor has also completed the required cybersecurity training.
- Any changes in scope, costs, and duration of the engagement must be approved in writing by DIR.
- Specify what equipment and/or workspace the Agency will provide or the expectations of what the Vendor will provide. Is it the expectation all work is to be remote? (consider current COVID restrictions)

10. **Pricing**

The main purpose of this section is to detail the pricing for the positions requested. Vendor should also provide a summary of any assumptions and exclusions.

Positions Required	Category	Title	Level	Estimated hours	NTE Rate
2	*Applications/Software Development*	*Developer/Programmer Analyst*	*2*	*150*	

11. **Schedule of Events and Response Guidelines:**

The following dates represent the Agency's desired schedule of events associated with this Statement of Work inquiry. Agency reserves the right to modify these dates at any time, with appropriate notice to prospective Vendors.

Date	Activity
MM DD, YYYY	Distribute SOW to prospective Vendors
MM DD YYYY 2:00 PM CT	Deadline for submitting responses to SOW
MM DD YYYY	Anticipated award

12. Point of Contact:

All communications for this SOW must be directed through the Agency Point of Contact:

> **Contract Manager**
> **Agency Name**
> **Agency Address**
> **Agency point of contact phone**
> **Agency point of contact e-mail**

Upon issuance of this SOW, employees and representatives of the agency other than the point of contact identified in this section will not discuss the contents of this SOW with any Vendor, potential Vendor, or their representatives. **Failure of a Vendor 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.

13. Response Evaluation Criteria

(The following criteria are examples that could be used in determining the best value.)
- Vendor History and Experience
- As part of the response evaluation, Agency may request oral presentations.

14. Response Submission Requirements

Sample Content
- Staff Capabilities
- Service Capabilities/Experience with similar projects
- Email address for response submissions and format request (word, pdf, excel)
- Number of copies (Will agency accept email responses? What is the format required?)

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

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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.
- **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 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

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- **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

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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.

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- **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.

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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

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.

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

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Category	Title	Level	NTE Rate
Applications/Software Development	DevOps Engineer	Intern 1	$36.98
Applications/Software Development	DevOps Engineer	Intern 2	$55.47
Applications/Software Development	DevOps Engineer	Intern 3	$73.95
Applications/Software Development	DevOps Engineer	1	$92.44
Applications/Software Development	DevOps Engineer	2	$121.86
Applications/Software Development	DevOps Engineer	3	$166.85
Applications/Software Development	DevOps Engineer	Specialist	
Applications/Software Development	Systems Analyst	Intern 1	$39.28
Applications/Software Development	Systems Analyst	Intern 2	$58.92
Applications/Software Development	Systems Analyst	Intern 3	$78.57
Applications/Software Development	Systems Analyst	1	$98.21
Applications/Software Development	Systems Analyst	2	$119.20
Applications/Software Development	Systems Analyst	3	$144.24
Applications/Software Development	Systems Analyst	Specialist	
Applications/Software Development	Applications Architect	Intern 1	$34.54
Applications/Software Development	Applications Architect	Intern 2	$51.80
Applications/Software Development	Applications Architect	Intern 3	$69.07
Applications/Software Development	Applications Architect	1	$86.34
Applications/Software Development	Applications Architect	2	$108.68
Applications/Software Development	Applications Architect	3	$149.51
Applications/Software Development	Applications Architect	Specialist	
Applications/Software Development	Business Analyst	Intern 1	$34.31
Applications/Software Development	Business Analyst	Intern 2	$51.47
Applications/Software Development	Business Analyst	Intern 3	$68.62
Applications/Software Development	Business Analyst	1	$85.78
Applications/Software Development	Business Analyst	2	$98.21
Applications/Software Development	Business Analyst	3	$127.59
Applications/Software Development	Business Analyst	Specialist	
Applications/Software Development	Cloud Solutions Architect	Intern 1	$46.47
Applications/Software Development	Cloud Solutions Architect	Intern 2	$69.71
Applications/Software Development	Cloud Solutions Architect	Intern 3	$92.94
Applications/Software Development	Cloud Solutions Architect	1	$116.18
Applications/Software Development	Cloud Solutions Architect	2	$137.36
Applications/Software Development	Cloud Solutions Architect	3	$185.43
Applications/Software Development	Cloud Solutions Architect	Specialist	
Applications/Software Development	Artificial Intelligence/Machine Learning Engineer	Intern 1	$38.46
Applications/Software Development	Artificial Intelligence/Machine Learning Engineer	Intern 2	$57.70
Applications/Software Development	Artificial Intelligence/Machine Learning Engineer	Intern 3	$76.93
Applications/Software Development	Artificial Intelligence/Machine Learning Engineer	1	$96.16
Applications/Software Development	Artificial Intelligence/Machine Learning Engineer	2	$117.47
Applications/Software Development	Artificial Intelligence/Machine Learning Engineer	3	$142.12
Applications/Software Development	Artificial Intelligence/Machine Learning Engineer	Specialist	
Applications/Software Development	Developer/Programmer Analyst	Intern 1	$20.40
Applications/Software Development	Developer/Programmer Analyst	Intern 2	$30.60
Applications/Software Development	Developer/Programmer Analyst	Intern 3	$40.80
Applications/Software Development	Developer/Programmer Analyst	1	$63.50
Applications/Software Development	Developer/Programmer Analyst	2	$79.00
Applications/Software Development	Developer/Programmer Analyst	3	$104.50
Applications/Software Development	Developer/Programmer Analyst	Specialist	
Applications/Software Development	Enterprise Architect	Intern 1	$36.56
Applications/Software Development	Enterprise Architect	Intern 2	$54.84
Applications/Software Development	Enterprise Architect	Intern 3	$73.13
Applications/Software Development	Enterprise Architect	1	$91.41
Applications/Software Development	Enterprise Architect	2	$116.79
Applications/Software Development	Enterprise Architect	3	$151.54
Applications/Software Development	Enterprise Architect	Specialist	
Applications/Software Development	Enterprise Resource Planning (ERP) Business Analyst	Intern 1	$25.35
Applications/Software Development	Enterprise Resource Planning (ERP) Business Analyst	Intern 2	$38.03
Applications/Software Development	Enterprise Resource Planning (ERP) Business Analyst	Intern 3	$50.70
Applications/Software Development	Enterprise Resource Planning (ERP) Business Analyst	1	$89.20
Applications/Software Development	Enterprise Resource Planning (ERP) Business Analyst	2	$102.50
Applications/Software Development	Enterprise Resource Planning (ERP) Business Analyst	3	$120.80
Applications/Software Development	Enterprise Resource Planning (ERP) Business Analyst	Specialist	
Applications/Software Development	ERP Developer	Intern 1	$29.26
Applications/Software Development	ERP Developer	Intern 2	$43.88
Applications/Software Development	ERP Developer	Intern 3	$58.51
Applications/Software Development	ERP Developer	1	$73.14
Applications/Software Development	ERP Developer	2	$114.79
Applications/Software Development	ERP Developer	3	$167.84
Applications/Software Development	ERP Developer	Specialist	
Applications/Software Development	Mobile Applications Developer	Intern 1	$36.56
Applications/Software Development	Mobile Applications Developer	Intern 2	$54.84

Category	Title	Level	NTE Rate
Applications/Software Development	Mobile Applications Developer	Intern 3	$73.13
Applications/Software Development	Mobile Applications Developer	1	$91.41
Applications/Software Development	Mobile Applications Developer	2	$115.80
Applications/Software Development	Mobile Applications Developer	3	$152.32
Applications/Software Development	Mobile Applications Developer	Specialist	
Applications/Software Development	Technical Writer	Intern 1	$18.69
Applications/Software Development	Technical Writer	Intern 2	$28.03
Applications/Software Development	Technical Writer	Intern 3	$37.37
Applications/Software Development	Technical Writer	1	$46.72
Applications/Software Development	Technical Writer	2	$73.94
Applications/Software Development	Technical Writer	3	$93.79
Applications/Software Development	Technical Writer	Specialist	
Applications/Software Development	Digital Product Manager	Intern 1	$40.62
Applications/Software Development	Digital Product Manager	Intern 2	$60.93
Applications/Software Development	Digital Product Manager	Intern 3	$81.24
Applications/Software Development	Digital Product Manager	1	$101.54
Applications/Software Development	Digital Product Manager	2	$137.07
Applications/Software Development	Digital Product Manager	3	$193.94
Applications/Software Development	Digital Product Manager	Specialist	
Applications/Software Development	Software Engineer	Intern 1	$28.85
Applications/Software Development	Software Engineer	Intern 2	$43.27
Applications/Software Development	Software Engineer	Intern 3	$57.70
Applications/Software Development	Software Engineer	1	$72.12
Applications/Software Development	Software Engineer	2	$101.57
Applications/Software Development	Software Engineer	3	$147.35
Applications/Software Development	Software Engineer	Specialist	
Applications/Software Development	Software Developer	Intern 1	$42.03
Applications/Software Development	Software Developer	Intern 2	$63.05
Applications/Software Development	Software Developer	Intern 3	$84.07
Applications/Software Development	Software Developer	1	$105.08
Applications/Software Development	Software Developer	2	$131.12
Applications/Software Development	Software Developer	3	$144.24
Applications/Software Development	Software Developer	Specialist	
Applications/Software Development	Undefined Title		
Data/Database Administration	Database Administrator	Intern 1	$39.28
Data/Database Administration	Database Administrator	Intern 2	$58.92
Data/Database Administration	Database Administrator	Intern 3	$78.57
Data/Database Administration	Database Administrator	1	$98.21
Data/Database Administration	Database Administrator	2	$119.20
Data/Database Administration	Database Administrator	3	$144.24
Data/Database Administration	Database Administrator	Specialist	
Data/Database Administration	Data Analyst/Report Writer	Intern 1	$21.95
Data/Database Administration	Data Analyst/Report Writer	Intern 2	$32.92
Data/Database Administration	Data Analyst/Report Writer	Intern 3	$43.89
Data/Database Administration	Data Analyst/Report Writer	1	$54.87
Data/Database Administration	Data Analyst/Report Writer	2	$90.63
Data/Database Administration	Data Analyst/Report Writer	3	$147.25
Data/Database Administration	Data Analyst/Report Writer	Specialist	
Data/Database Administration	Database Architect	Intern 1	$57.69
Data/Database Administration	Database Architect	Intern 2	$86.54
Data/Database Administration	Database Architect	Intern 3	$115.39
Data/Database Administration	Database Architect	1	$144.24
Data/Database Administration	Database Architect	2	$160.00
Data/Database Administration	Database Architect	3	$179.60
Data/Database Administration	Database Architect	Specialist	
Data/Database Administration	Data Modeler	Intern 1	$28.01
Data/Database Administration	Data Modeler	Intern 2	$42.01
Data/Database Administration	Data Modeler	Intern 3	$56.01
Data/Database Administration	Data Modeler	1	$70.01
Data/Database Administration	Data Modeler	2	$110.71
Data/Database Administration	Data Modeler	3	$152.32
Data/Database Administration	Data Modeler	Specialist	
Data/Database Administration	Data Scientist (Big Data Engineer)	Intern 1	$34.92
Data/Database Administration	Data Scientist (Big Data Engineer)	Intern 2	$52.38
Data/Database Administration	Data Scientist (Big Data Engineer)	Intern 3	$69.84
Data/Database Administration	Data Scientist (Big Data Engineer)	1	$87.30
Data/Database Administration	Data Scientist (Big Data Engineer)	2	$112.00
Data/Database Administration	Data Scientist (Big Data Engineer)	3	$142.24
Data/Database Administration	Data Scientist (Big Data Engineer)	Specialist	
Data/Database Administration	Business Intelligence Analyst	Intern 1	$23.64
Data/Database Administration	Business Intelligence Analyst	Intern 2	$35.46
Data/Database Administration	Business Intelligence Analyst	Intern 3	$47.28

Category	Title	Level	NTE Rate
Data/Database Administration	Business Intelligence Analyst	1	$59.11
Data/Database Administration	Business Intelligence Analyst	2	$85.32
Data/Database Administration	Business Intelligence Analyst	3	$121.86
Data/Database Administration	Business Intelligence Analyst	Specialist	
Data/Database Administration	Undefined Title		
Web Development	Front-End Web Developer/Web Designer	Intern 1	$17.16
Web Development	Front-End Web Developer/Web Designer	Intern 2	$25.74
Web Development	Front-End Web Developer/Web Designer	Intern 3	$34.32
Web Development	Front-End Web Developer/Web Designer	1	$42.89
Web Development	Front-End Web Developer/Web Designer	2	$70.00
Web Development	Front-End Web Developer/Web Designer	3	$117.43
Web Development	Front-End Web Developer/Web Designer	Specialist	
Web Development	Web Developer	Intern 1	$20.36
Web Development	Web Developer	Intern 2	$30.55
Web Development	Web Developer	Intern 3	$40.73
Web Development	Web Developer	1	$50.91
Web Development	Web Developer	2	$85.00
Web Development	Web Developer	3	$123.38
Web Development	Web Developer	Specialist	
Web Development	Senior Web Developer	Intern 1	$31.91
Web Development	Senior Web Developer	Intern 2	$47.87
Web Development	Senior Web Developer	Intern 3	$63.82
Web Development	Senior Web Developer	1	$79.78
Web Development	Senior Web Developer	2	$103.04
Web Development	Senior Web Developer	3	$127.40
Web Development	Senior Web Developer	Specialist	
Web Development	Web Administrator	Intern 1	$34.31
Web Development	Web Administrator	Intern 2	$51.47
Web Development	Web Administrator	Intern 3	$68.62
Web Development	Web Administrator	1	$85.78
Web Development	Web Administrator	2	$98.21
Web Development	Web Administrator	3	$119.20
Web Development	Web Administrator	Specialist	
Web Development	Undefined Title		
Quality Assurance (QA) and Testing	QA Engineer Automated	Intern 1	$24.03
Quality Assurance (QA) and Testing	QA Engineer Automated	Intern 2	$36.05
Quality Assurance (QA) and Testing	QA Engineer Automated	Intern 3	$48.06
Quality Assurance (QA) and Testing	QA Engineer Automated	1	$60.08
Quality Assurance (QA) and Testing	QA Engineer Automated	2	$77.68
Quality Assurance (QA) and Testing	QA Engineer Automated	3	$92.17
Quality Assurance (QA) and Testing	QA Engineer Automated	Specialist	
Quality Assurance (QA) and Testing	QA/Test Manager	Intern 1	$29.61
Quality Assurance (QA) and Testing	QA/Test Manager	Intern 2	$44.42
Quality Assurance (QA) and Testing	QA/Test Manager	Intern 3	$59.23
Quality Assurance (QA) and Testing	QA/Test Manager	1	$74.03
Quality Assurance (QA) and Testing	QA/Test Manager	2	$116.31
Quality Assurance (QA) and Testing	QA/Test Manager	3	$144.95
Quality Assurance (QA) and Testing	QA/Test Manager	Specialist	
Quality Assurance (QA) and Testing	QA Associate/Analyst	Intern 1	$19.59
Quality Assurance (QA) and Testing	QA Associate/Analyst	Intern 2	$29.38
Quality Assurance (QA) and Testing	QA Associate/Analyst	Intern 3	$39.17
Quality Assurance (QA) and Testing	QA Associate/Analyst	1	$48.96
Quality Assurance (QA) and Testing	QA Associate/Analyst	2	$59.73
Quality Assurance (QA) and Testing	QA Associate/Analyst	3	$75.48
Quality Assurance (QA) and Testing	QA Associate/Analyst	Specialist	
Quality Assurance (QA) and Testing	Undefined Title		
Networking/Telecommunications	Network Engineer	Intern 1	$23.40
Networking/Telecommunications	Network Engineer	Intern 2	$35.10
Networking/Telecommunications	Network Engineer	Intern 3	$46.80
Networking/Telecommunications	Network Engineer	1	$58.50
Networking/Telecommunications	Network Engineer	2	$86.36
Networking/Telecommunications	Network Engineer	3	$127.59
Networking/Telecommunications	Network Engineer	Specialist	
Networking/Telecommunications	Wireless Network Engineer	Intern 1	$21.12
Networking/Telecommunications	Wireless Network Engineer	Intern 2	$31.68
Networking/Telecommunications	Wireless Network Engineer	Intern 3	$42.24
Networking/Telecommunications	Wireless Network Engineer	1	$52.80
Networking/Telecommunications	Wireless Network Engineer	2	$82.24
Networking/Telecommunications	Wireless Network Engineer	3	$145.20
Networking/Telecommunications	Wireless Network Engineer	Specialist	
Networking/Telecommunications	Network Administrator	Intern 1	$34.31
Networking/Telecommunications	Network Administrator	Intern 2	$51.47

Category	Title	Level	NTE Rate
Networking/Telecommunications	Network Administrator	Intern 3	$68.62
Networking/Telecommunications	Network Administrator	1	$85.78
Networking/Telecommunications	Network Administrator	2	$98.21
Networking/Telecommunications	Network Administrator	3	$119.20
Networking/Telecommunications	Network Administrator	Specialist	
Networking/Telecommunications	Telecommunications Manager	Intern 1	$29.27
Networking/Telecommunications	Telecommunications Manager	Intern 2	$43.90
Networking/Telecommunications	Telecommunications Manager	Intern 3	$58.53
Networking/Telecommunications	Telecommunications Manager	1	$73.16
Networking/Telecommunications	Telecommunications Manager	2	$90.00
Networking/Telecommunications	Telecommunications Manager	3	$122.86
Networking/Telecommunications	Telecommunications Manager	Specialist	
Networking/Telecommunications	Telecommunications Technician	Intern 1	$29.97
Networking/Telecommunications	Telecommunications Technician	Intern 2	$44.95
Networking/Telecommunications	Telecommunications Technician	Intern 3	$59.94
Networking/Telecommunications	Telecommunications Technician	1	$74.92
Networking/Telecommunications	Telecommunications Technician	2	$85.78
Networking/Telecommunications	Telecommunications Technician	3	$98.21
Networking/Telecommunications	Telecommunications Technician	Specialist	
Networking/Telecommunications	Network Operations Center (NOC) Technician	Intern 1	$16.68
Networking/Telecommunications	Network Operations Center (NOC) Technician	Intern 2	$25.02
Networking/Telecommunications	Network Operations Center (NOC) Technician	Intern 3	$33.36
Networking/Telecommunications	Network Operations Center (NOC) Technician	1	$41.70
Networking/Telecommunications	Network Operations Center (NOC) Technician	2	$65.09
Networking/Telecommunications	Network Operations Center (NOC) Technician	3	$96.52
Networking/Telecommunications	Network Operations Center (NOC) Technician	Specialist	
Networking/Telecommunications	Undefined Title		
Security	Data Security Analyst	Intern 1	$36.71
Security	Data Security Analyst	Intern 2	$55.07
Security	Data Security Analyst	Intern 3	$73.43
Security	Data Security Analyst	1	$91.78
Security	Data Security Analyst	2	$105.08
Security	Data Security Analyst	3	$131.12
Security	Data Security Analyst	Specialist	
Security	Security Administrator	Intern 1	$20.87
Security	Security Administrator	Intern 2	$31.31
Security	Security Administrator	Intern 3	$41.75
Security	Security Administrator	1	$52.19
Security	Security Administrator	2	$85.03
Security	Security Administrator	3	$122.69
Security	Security Administrator	Specialist	
Security	Network Security Analyst	Intern 1	$42.03
Security	Network Security Analyst	Intern 2	$63.05
Security	Network Security Analyst	Intern 3	$84.07
Security	Network Security Analyst	1	$105.08
Security	Network Security Analyst	2	$131.12
Security	Network Security Analyst	3	$158.66
Security	Network Security Analyst	Specialist	
Security	Network Security Engineer	Intern 1	$26.45
Security	Network Security Engineer	Intern 2	$39.67
Security	Network Security Engineer	Intern 3	$52.90
Security	Network Security Engineer	1	$66.12
Security	Network Security Engineer	2	$105.66
Security	Network Security Engineer	3	$123.91
Security	Network Security Engineer	Specialist	
Security	Information Security Manager	Intern 1	$41.89
Security	Information Security Manager	Intern 2	$62.83
Security	Information Security Manager	Intern 3	$83.78
Security	Information Security Manager	1	$104.72
Security	Information Security Manager	2	$139.62
Security	Information Security Manager	3	$174.53
Security	Information Security Manager	Specialist	
Security	IT Auditor	Intern 1	$36.71
Security	IT Auditor	Intern 2	$55.07
Security	IT Auditor	Intern 3	$73.43
Security	IT Auditor	1	$91.78
Security	IT Auditor	2	$105.08
Security	IT Auditor	3	$131.12
Security	IT Auditor	Specialist	
Security	Undefined Title		
Project Management	Project Manager	Intern 1	$39.28
Project Management	Project Manager	Intern 2	$58.92

Category	Title	Level	NTE Rate
Project Management	Project Manager	Intern 3	$78.57
Project Management	Project Manager	1	$98.21
Project Management	Project Manager	2	$119.20
Project Management	Project Manager	3	$144.24
Project Management	Project Manager	Specialist	
Project Management	Project Lead	Intern 1	$35.35
Project Management	Project Lead	Intern 2	$53.03
Project Management	Project Lead	Intern 3	$70.71
Project Management	Project Lead	1	$88.39
Project Management	Project Lead	2	$125.96
Project Management	Project Lead	3	$169.09
Project Management	Project Lead	Specialist	
Project Management	Program Manager	Intern 1	$41.04
Project Management	Program Manager	Intern 2	$61.56
Project Management	Program Manager	Intern 3	$82.08
Project Management	Program Manager	1	$102.60
Project Management	Program Manager	2	$120.87
Project Management	Program Manager	3	$163.55
Project Management	Program Manager	Specialist	
Project Management	Agile Scrum Master	Intern 1	$27.31
Project Management	Agile Scrum Master	Intern 2	$40.97
Project Management	Agile Scrum Master	Intern 3	$54.62
Project Management	Agile Scrum Master	1	$68.28
Project Management	Agile Scrum Master	2	$109.68
Project Management	Agile Scrum Master	3	$154.39
Project Management	Agile Scrum Master	Specialist	
Project Management	Agile Coach	Intern 1	$30.50
Project Management	Agile Coach	Intern 2	$45.76
Project Management	Agile Coach	Intern 3	$61.01
Project Management	Agile Coach	1	$76.26
Project Management	Agile Coach	2	$121.88
Project Management	Agile Coach	3	$167.65
Project Management	Agile Coach	Specialist	
Project Management	Undefined Title		
Technical Services, Help Desk and Operations	Support Technician	Intern 1	$15.83
Technical Services, Help Desk and Operations	Support Technician	Intern 2	$23.74
Technical Services, Help Desk and Operations	Support Technician	Intern 3	$31.65
Technical Services, Help Desk and Operations	Support Technician	1	$39.56
Technical Services, Help Desk and Operations	Support Technician	2	$58.00
Technical Services, Help Desk and Operations	Support Technician	3	$82.52
Technical Services, Help Desk and Operations	Support Technician	Specialist	
Technical Services, Help Desk and Operations	Help Desk	Intern 1	$14.83
Technical Services, Help Desk and Operations	Help Desk	Intern 2	$22.25
Technical Services, Help Desk and Operations	Help Desk	Intern 3	$29.66
Technical Services, Help Desk and Operations	Help Desk	1	$37.08
Technical Services, Help Desk and Operations	Help Desk	2	$52.55
Technical Services, Help Desk and Operations	Help Desk	3	$65.75
Technical Services, Help Desk and Operations	Help Desk	Specialist	
Technical Services, Help Desk and Operations	Business Continuity Analyst	Intern 1	$42.03
Technical Services, Help Desk and Operations	Business Continuity Analyst	Intern 2	$63.05
Technical Services, Help Desk and Operations	Business Continuity Analyst	Intern 3	$84.07
Technical Services, Help Desk and Operations	Business Continuity Analyst	1	$105.08
Technical Services, Help Desk and Operations	Business Continuity Analyst	2	$112.00
Technical Services, Help Desk and Operations	Business Continuity Analyst	3	$119.20
Technical Services, Help Desk and Operations	Business Continuity Analyst	Specialist	
Technical Services, Help Desk and Operations	Product Support Analyst	Intern 1	$18.45
Technical Services, Help Desk and Operations	Product Support Analyst	Intern 2	$27.67
Technical Services, Help Desk and Operations	Product Support Analyst	Intern 3	$36.90
Technical Services, Help Desk and Operations	Product Support Analyst	1	$46.12
Technical Services, Help Desk and Operations	Product Support Analyst	2	$70.00
Technical Services, Help Desk and Operations	Product Support Analyst	3	$101.93
Technical Services, Help Desk and Operations	Product Support Analyst	Specialist	
Technical Services, Help Desk and Operations	Site Reliability Engineer	Intern 1	$30.00
Technical Services, Help Desk and Operations	Site Reliability Engineer	Intern 2	$45.00
Technical Services, Help Desk and Operations	Site Reliability Engineer	Intern 3	$60.00
Technical Services, Help Desk and Operations	Site Reliability Engineer	1	$75.00
Technical Services, Help Desk and Operations	Site Reliability Engineer	2	$85.62
Technical Services, Help Desk and Operations	Site Reliability Engineer	3	$95.06
Technical Services, Help Desk and Operations	Site Reliability Engineer	Specialist	
Technical Services, Help Desk and Operations	Instructor Trainer	Intern 1	$23.33
Technical Services, Help Desk and Operations	Instructor Trainer	Intern 2	$34.99
Technical Services, Help Desk and Operations	Instructor Trainer	Intern 3	$46.66

Category	Title	Level	NTE Rate
Technical Services, Help Desk and Operations	Instructor Trainer	1	$58.32
Technical Services, Help Desk and Operations	Instructor Trainer	2	$73.18
Technical Services, Help Desk and Operations	Instructor Trainer	3	$91.75
Technical Services, Help Desk and Operations	Instructor Trainer	Specialist	
Technical Services, Help Desk and Operations	Undefined Title		
Information Technology Services Management (ITSM Operations)	Change Management Manager/Organizational Change Management (OCM)	Intern 1	$24.64
Information Technology Services Management (ITSM Operations)	Change Management Manager/Organizational Change Management (OCM)	Intern 2	$36.97
Information Technology Services Management (ITSM Operations)	Change Management Manager/Organizational Change Management (OCM)	Intern 3	$49.29
Information Technology Services Management (ITSM Operations)	Change Management Manager/Organizational Change Management (OCM)	1	$61.61
Information Technology Services Management (ITSM Operations)	Change Management Manager/Organizational Change Management (OCM)	2	$100.00
Information Technology Services Management (ITSM Operations)	Change Management Manager/Organizational Change Management (OCM)	3	$144.08
Information Technology Services Management (ITSM Operations)	Change Management Manager/Organizational Change Management (OCM)	Specialist	
Information Technology Services Management (ITSM Operations)	Process Improvement Manager	Intern 1	$24.35
Information Technology Services Management (ITSM Operations)	Process Improvement Manager	Intern 2	$36.53
Information Technology Services Management (ITSM Operations)	Process Improvement Manager	Intern 3	$48.70
Information Technology Services Management (ITSM Operations)	Process Improvement Manager	1	$60.88
Information Technology Services Management (ITSM Operations)	Process Improvement Manager	2	$92.82
Information Technology Services Management (ITSM Operations)	Process Improvement Manager	3	$118.55
Information Technology Services Management (ITSM Operations)	Process Improvement Manager	Specialist	
Information Technology Services Management (ITSM Operations)	Undefined Title		
IT Marketing	Communications Coordinator	Intern 1	$15.72
IT Marketing	Communications Coordinator	Intern 2	$23.58
IT Marketing	Communications Coordinator	Intern 3	$31.43
IT Marketing	Communications Coordinator	1	$39.29
IT Marketing	Communications Coordinator	2	$45.68
IT Marketing	Communications Coordinator	3	$61.94
IT Marketing	Communications Coordinator	Specialist	
IT Marketing	Customer Relationship Management (CRM)	Intern 1	$19.51
IT Marketing	Customer Relationship Management (CRM)	Intern 2	$29.26
IT Marketing	Customer Relationship Management (CRM)	Intern 3	$39.02
IT Marketing	Customer Relationship Management (CRM)	1	$48.77
IT Marketing	Customer Relationship Management (CRM)	2	$64.99
IT Marketing	Customer Relationship Management (CRM)	3	$98.48
IT Marketing	Customer Relationship Management (CRM)	Specialist	
IT Marketing	Digital Marketing Analyst	Intern 1	$18.38
IT Marketing	Digital Marketing Analyst	Intern 2	$27.58
IT Marketing	Digital Marketing Analyst	Intern 3	$36.77
IT Marketing	Digital Marketing Analyst	1	$45.96
IT Marketing	Digital Marketing Analyst	2	$56.16
IT Marketing	Digital Marketing Analyst	3	$72.63
IT Marketing	Digital Marketing Analyst	Specialist	
IT Marketing	Web Content Technician/Manager	Intern 1	$17.66
IT Marketing	Web Content Technician/Manager	Intern 2	$26.49
IT Marketing	Web Content Technician/Manager	Intern 3	$35.32
IT Marketing	Web Content Technician/Manager	1	$44.16
IT Marketing	Web Content Technician/Manager	2	$85.00
IT Marketing	Web Content Technician/Manager	3	$133.94
IT Marketing	Web Content Technician/Manager	Specialist	
IT Marketing	Undefined Title		
Information Technology Contracting and Procurement	IT Contract Manager	Intern 1	$28.01
Information Technology Contracting and Procurement	IT Contract Manager	Intern 2	$42.01
Information Technology Contracting and Procurement	IT Contract Manager	Intern 3	$56.02
Information Technology Contracting and Procurement	IT Contract Manager	1	$70.02
Information Technology Contracting and Procurement	IT Contract Manager	2	$82.24
Information Technology Contracting and Procurement	IT Contract Manager	3	$120.83
Information Technology Contracting and Procurement	IT Contract Manager	Specialist	
Information Technology Contracting and Procurement	IT Contract Contracts Administrator/Technician	Intern 1	$22.58

Category	Title	Level	NTE Rate
Information Technology Contracting and Procurement	IT Contract Contracts Administrator/Technician	Intern 2	$33.87
Information Technology Contracting and Procurement	IT Contract Contracts Administrator/Technician	Intern 3	$45.16
Information Technology Contracting and Procurement	IT Contract Contracts Administrator/Technician	1	$56.45
Information Technology Contracting and Procurement	IT Contract Contracts Administrator/Technician	2	$64.58
Information Technology Contracting and Procurement	IT Contract Contracts Administrator/Technician	3	$73.90
Information Technology Contracting and Procurement	IT Contract Contracts Administrator/Technician	Specialist	
Information Technology Contracting and Procurement	IT Procurement Technician	Intern 1	$26.18
Information Technology Contracting and Procurement	IT Procurement Technician	Intern 2	$39.26
Information Technology Contracting and Procurement	IT Procurement Technician	Intern 3	$52.35
Information Technology Contracting and Procurement	IT Procurement Technician	1	$65.44
Information Technology Contracting and Procurement	IT Procurement Technician	2	$74.92
Information Technology Contracting and Procurement	IT Procurement Technician	3	$85.78
Information Technology Contracting and Procurement	IT Procurement Technician	Specialist	
Information Technology Contracting and Procurement	Undefined Title		

Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-579
SOLICITATION NAME:	Information Technology Staffing Contract (ITSAC) Services
ADDENDUM NUMBER:	1

Addendum Date: October 4, 2023

If you should have any questions regarding this Addendum, please contact:

Alexis Jimerson
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Email: alexis.jimerson@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 DIR-CPO-TMP-579, Information Technology Staffing Contract (ITSAC) Services, released September 28, 2023. It informs interested parties that:

An administrative edit was made to RFO document. The header of Exhibit E and F edited to match file name. Section 16 of Exhibit A relabeled exhibit titles to match applicable file names.

Respondents are encouraged to acknowledge receipt of all Addenda by providing a completed and signed version of "page one" of each Addendum with their Response. Respondents will be held to all terms and requirements of each Addenda regardless of the provision of a signed "page one." Respondents will also be held to all terms and requirements of any Addenda issued after their submission of a response to this solicitation.

Respondent Acknowledgment of Receipt

_____
 (printed entity name)

_____
 (printed name of authorized representative)

_____
 (signature of authorized representative)

_____
 (date)

This addendum to Request for Offer DIR-CPO-TMP-579:

1. A comment bubble removed from page 32 of RFO.
2. Delete phrase Section 2.1.1. E, "Respondent may submit for…" to provide clarity.
3. Edit to Exhibit E: Change Header from Exhibit G to Exhibit E to match file name.
4. Edit to Exhibit F: Change Header from Exhibit H to Exhibit F to match file name.
5. Edit to Exhibit A: Relabel Exhibit Letters in Section 16 to match applicable file names.
6. Clarified acceptable file formats for response files.

SOLICITATION NUMBER:	DIR-CPO-TMP-579
SOLICITATION NAME:	Information Technology Staffing Contract Services (ITSAC)
NUMBER:	2

Date: October 19, 2023

If you should have any questions regarding this Addendum, please contact:

Alexis N. Jimerson
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Internet: alexis.jimerson@dir.texas.gov

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This modifies the solicitation for DIR-CPO-TMP-579, Information Technology Staffing Contract Services, released September 28, 2023. It informs interested parties that:

DIR has provided the answers to questions submitted at the pre-proposal webinar, the presentation slide deck, and the YouTube link to the webinar recording.

Respondents are encouraged to acknowledge receipt of all Addenda by providing a completed and signed version of "page one" of each with their Response. Respondents will be held to all terms and requirements of each Addenda regardless of the provision of a signed "page one." Respondents will also be held to all terms and requirements of any Addenda issued after their submission of a response to this solicitation.

Respondent Acknowledgment of Receipt

_____

(printed entity name)

_____

(printed name of authorized representative)

_____

(signature of authorized representative)

_____

(date)

Texas Department of Information Resources

This addendum to Request for Offer DIR-CPO-TMP-579:

1. Provides the Question and Answers from Pre-Proposal Webinar
2. Pre-Proposal Video Link: https://youtu.be/M-NmtJ9r5Ek
3. Pre-Proposal Presentation Slides

1. **QUESTIONS AND ANSWERS:**

#	RFO Section	Vendor Question	DIR Answer
1		Exhibit A Mandatory Response Contents states that there is an Exhibit E: Itemized Pricing. Could you tell me where to find this? Also, after opening these forms, they are labeled differently on the actual document than the RFO Solicitation Contents states: Exhibit E: Reference Forms Exhibit F: Respondent Release of Liability Please confirm if pricing form is needed and if documents are correctly named. Thank you!	Addendum 1 has been posted to address this. Exhibit E is the Vendor Reference Form.
2		Will a template for "Itemized pricing" be provided?	Review the answer to question 1.
3		Making sure this recording and the slides will be available after the call?	A link to the recording, pre-proposal presentation slides and the attendee list will be posted to the ESBD under solicitation number DIR-CPO-TMP-579. Once posted, you may access the documents and links by navigating to the Electronic State Business Daily at **ESBD Details (txsmartbuy.com)** or you may copy and paste the following URL and paste into your browser: **https://www.txsmartbuy.com/esbddetails/view/DIR-CPO-TMP-579**.
4		Will this presentation be shared after this call?	Review the answer to question 3.
5		Is their any vaule benefit for GSA award Vendor and do they need to submitt the bid over ebuy for this opportunity.	Responses will be evaluated based on the criteria set forth in Section 4 of the RFO and their demonstrated ability to provide the services described in the RFO. Responses must be submitted through DIR's BidStamp VIS. Respondents may access the BidStamp VIS Portal via http://dircommunity.force.com/BidStamp, and either enter in their access credentials or request access credentials.
6		1. What do you mean about "Related Services" in exhibit b.	Related services include, but are not limited to, product installation, integration, maintenance and support, managed services and product training.

7		2. what services are you talking about in exhibit C question 9 -- can you give ANOTHER example.	Question 9 of Exhibit C is asking the Respondent to present a snapshot of your on-boarding times/timelines for your staffing personnel, how you track customer communications, issue escalations, and follow-up processes.
8		this is for IT staffing, its not requied for this solicitation corect.	Review the answer to question 11.
9		this is for VADSIR	Review the answer to question 11.
10		Will the VADSIR submission or non-submission be used in the evaluation for bid award?	PDAA self-assessment submission will be evaluated/reviewed on a pass/fail criteria. Please review question 11 for instances when a respondent would be required to submit a VADSIR or VPAT/ACR.
11		Exhibit A page 5 has the VADSIR and VPAT listed as required but the presenter indicated that these weren't required. Please clarify!	The VADSIR and ACR (completed VPAT) are not required for Staffing Services. If at anytime the Respondent provides any services to a DIR customer as detailed in Section 2.3.2 of the RFO, as a related service to the IT staffing services under the scope of this solicitation, a VADSIR will be required to ensure that WCAG success criteria are integrated into key phases of the development project. Similarly, an ACR is required for any products the Respondent includes in an engagement solution.
12		Hi will you provide this deck after the meeting?	Review the answer to question 3.
13		Can you please send the statewide training via email?	The training is available through Access Academy, an Information Technology (IT) accessibility learning management system from Level Access. Vendors can register for an account by contacting the Statewide Digital Accessibility Program Administrator at: statewideaccessibility@dir.texas.gov.
14		Will this PowerPoint be available for all?	Review the answer to question 3.
15		When can we request our refrences (can we request now)?	Respondents are encouraged to request the references as early as possible.
16		Hi, For this solicitation re: accessibility requirements, did we get this right: PDAA is required; VADSIR is optional, but preferred; ACR not required?	Yes. Please also review answer to question 11.
17		Word Documents: can we Save it as PDF and sign or we need to add Signature on Word Documents?	Yes, however, converting a document to a pdf may truncate the document, leaving off important information that is needed for the response document to be considered complete. If you are using the electronic signature function, please be sure that there is a valid electronic signature, and not just a typed name in the signature field. If you are not able to include a valid/verified electronic signature on pages where a signature is required, please print that page, ink sign and upload a copy to the BidStamp portal.

18		If you are not a HUB company what do you do with Exhibit D?	All vendors, HUBs and Non-HUBs, are required to complete the HUB Subcontracting Plan.
19		Where and when can I download the Solicitation packet?	You may view and download the solicitation and related documents on the Electronic State Business Daily at **ESBD Details (txsmartbuy.com)** or you may copy and paste the following URL and paste into your browser: **https://www.txsmartbuy.com/esbddetails/view/DIR-CPO-TMP-579**
20		Does as needed mean short term or longer term as in a 1 or 2 year contract verse 6 months	Individual customers will dictate the term/length of as needed services that will be reflected in the issued purchase order (PO). DIR anticipates that the term of any awarded Cooperative Contract(s) resulting from this RFO will be an estimated two (2) years with one (1) optional two-year renewal and one (1) optional one-year renewal to be exercised by DIR at its discretion.
21		Will all approved vendors receive an invite to respond to a solicitation/DIR customer?	All awarded vendors will not receive a notification to bid on every solicitation posted by DIR Customers.
22		Is there a local preference for this contract?	Respondents must 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. The Respondent must be able to meet the requirements set forth in the posted solicitation and will also have to be able to meet the needs of the DIR Customers if awarded a contract. Additionally, DIR will comply with Subchapter A, Chapter 2252, Texas Government Code.
23		We adjust our rates annually to accommodate inflation. Can the NTE rates be adjusted over the five years of the initial term and optional renewals? We expect inflation to continue putting upward pressure on staffing rates.	Attachment 5 ITSAC Not-to-Exceed (NTE) 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. If there is a future need for adjustment of the NTE rates, DIR will address at that time.
24		References: is there an alternative response from the Agency that is acceptable if the the agencies do not want to fill out the DIRs questionaire. OAG as an example will never provide the form that DIR requests as a reference.	If you have a reference that refuses to fill out the reference form, you may instruct the reference to send an email to dir-cpo-tmp-579@dir.texas.gov stating they prefer to be contacted verbally. The reference must provide the name of point of contact and the phone number where they can be reached. DIR will leave one message if the reference is not available. We are not responsible if your reference is unreachable, and it negatively impacts the evaluation of the Respondents response.
25		ITSAC not to exceet Rates and categories. Is it possible to add GIS titles such as GIS Analyst, GIS Coordinator to the list.	Currently, DIR does not plan to add additional categories.

26		IS there a goal for HUB sub contractors	The HUB Goal for this solicitation is 26%. This can also be found in section 3.4.1 of the RFO document.
27		Are we able to request a sample completed PDAA self assessment form. In The response column whether we need to include the "number or Check mark	There is a sample PDAA in Exhibit H. Please refer the Example Tab within the worksheet.
28		1. Vendor has to submit Exhibit G: EDGAR Certification Form at the time of submission? 2.Like HSP can we also review our VADSIR form prior to the due date?	Exhibit G, EDGAR is a required submission document. You may request a courtesy review of the VADSIR prior to the submission due date. Please be advised that a review can take up to 48 business hours.
29		Are we able to receive the recording for this meeting?	Review the answer to question 3.
30		What is the HUB Business Cateory for this RFO?	Please review the answer to question 26.
31		For Vendor Reference Form, please confirm on the following: i We need to send the vendor reference form to the customer via email? ii Through the Bid Stamp portal, should the vendor submit the email id's of those	We recommend that you send the reference form to your reference via email so that you can track receipt. DIR is not responsible for undeliverable emails sent through BidStamp VIS.
32		If we have a current approved HSP, Can we submit the same plan	No, if you resubmit a previously approved plan, it will not be accepted. Please fill out a new form with all the required information. You may still request a review of your HSP prior to final submission.
33		Willl you provide the participating list ?	Review the answer to question 3.
34		In the Bid Package1 Exhibit A- it asks for Comptroller of Public Accounts Respondent Identification Number. Is this mandatory and needed to submit the response?	Comptroller of Public Accounts Respondent Identification Number is the 11-digit number that was issued to the company by the Texas Comptroller of Public Accounts (CPA).
35		Will a form 1295 be needed with the proposal, or after award?	That documentation is only required of awarded vendors.
36		Do you have a sample for the MArketing & Customer Support Plan? or training, or parameters to use?	Guidance for the Contract Marketing Customer Support Plan, is contained in Exhibit C.
37		Can the out of state companies providing similar service to other state governments be eligible to respond to this RFO?	The solicitation is open to the public. Respondents must 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 and meet the qualifications listed in the solicitation. Additional information can be found on the Texas Comptroller

Website at
https://comptroller.texas.gov/purchasing/vendor/information.php.
Additional information for foreign and out-of-state entities can be
found at
https://www.sos.state.tx.us/corp/foreign_outofstate.shtml .

38		Exhibit C - Question 9: Can you please clarify what DIR expects as "bundled services"	If the Respondent is proposing bundled services, question 9 is asking to please include an example of what this would include.
39		Where can a respondent see the vendors and quantity of contracts awarded on the current solicitation, and the responses to the current solicitation, x-475? How can one see these responses grouped by commodity types?	Current DIR ITSAC vendors are listed on the DIR website. If you want to review a specific response, you will have to submit an open records request.
40		For HSP, method A - this is for suppliers that are "meeting or exceeding" the goal. Does this mean that this method is not applicable to a new supplier? If applicable to new suppliers, what happens if you choose method A, but fall short of the 26% goal at some point during the contract? Thanks	Method A is available to all vendors. If you fall below the goal of 26% you will complete Method B and conduct a good faith effort.
41		can a hub-certified prime self-perform the 26% hub subcontracting goal?	If you are a HUB and you will be performing the work yourself, you will select/complete self-performing.
42		Are bidders able to submit our subcontractor's experience along with the bidder's experience?	The Prime Vendor's experience must meet the requirements set forth in the solicitation.
43		we are not able to see the rfo in BidStamp	Review the answer to question 19.
44		In ESBD_File_337267_Bid Package 3 Attachment 5 ITSAC Not-to-Exceed Rates.pdf; the level of "Specialist" does not have a NTE. Is that correct?	Yes.
45		Can multiple users register and access BidStamp under a single vendor?	Yes. You are authorized up to five (5) users in BidStamp VIS.
46		Please confirm that VPAT is not a required response document if we are not proposing any products.	Review the answer to question 11.
47		Are questions that are due in 10/18 are they directly to Alexis or through BidStamp?	The questions due on Oct. 18th should be submitted through BidStamp.
48		Do we need to be able to supply all job categories?	No.
49		Will this Powerpoint be availalble to us?	Review the answer to question 3.

50		Vendor References - will DIR be adding our refences as received?	Yes. Please review section 3.8.3.2 of the RFO and Exhibit E for instructions for the reference forms.
51		Can we do parts of the response and save or do we have to respond totally a one time?	You can save parts of your response in BidStamp; however, you are responsible for hitting submit. If you forget to hit submit, your response will not be considered.
52		Are HUB certified bidders able to self-perform AND add subcontracting partners to acheive the HUB goal?	No, the prime vendor does not count towards the HUB goal.
53		Please clarify what email to use in effort share HUB program and receive feedback.	You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) up to seven (7) working days before the RFO submittal at dir.hub@dir.texas.gov; please copy alexis.jimerson@dir.texas.gov on all requests.
54		Will the recording for this Pre-Bid be posted on the ESBD?	Review the answer to question 3.
55		Can you resent the PowerPoint? I do not see it.	Review the answer to question 3.
56		Can we have a copy of presentation slides?	Review the answer to question 3.
57		Will the recording of this session be provided?	Review the answer to question 3.
58		Is the person SIGNING the RFO response submission the one requird to have BidStamp access, or can BidStamp account creation, maintenance, training, etc. be delegated to sales or backoffice staff, etc?	Review the answer to question 45. You may designate a company representative(s) to submit your response documents.
59		If our client is emailing Exhibit E then what are uploading on the portal.	Please review section 16 of Exhibit A, Respondent Information RFO Section 3.8.3 Response Documents, and RFO Section 3.8.4 Response Files for instructions on what the Respondent will need to provide/upload in their response. DIR will upload the references we received after the bid opening.
60		I meant we uploading on the portal	Review the answer to question 59.
61		when does the new contract start?	It is DIR's intention to comply with the schedule of events in the RFO. These dates represent a tentative schedule of events and we anticipate being the award process in early 2024.

62		In Exhibit B – Page 1. Table 1 (i) Services and (ii) Related Services . Please explain on which page of the RFO document or Exhibits/Attachment to refer so as to understand (i) Services and (ii) Related Services defined so that we understand appropriately to make a selection.	If providing related services, provide a summary and in no more than two (2) pages total, of how the related services support the scope of the services included in Section 2 of the RFO.
63		How many incumbent vendors do you have. How do you measure vendor performance.	There are currently 156 active DIR ITSAC vendors. The CPA Vendor Performance Tracking System (VPTS) provides the state procurement community with a comprehensive tool for evaluating vendor performance. State agencies are required to utilize the VPTS to determine whether to award a contract to a vendor based on past performance, which includes review and consideration of published vendor performance reports.
64		Is there an expected release date for vendor question responses?	It is our intention to post the answers to questions submitted via BidStamp 5 to 7 business days after October 18th, 2023.
65		Hi, please answer 2 questions regarding references: 1. There is conflicting information in the RFO: Original RFO => Page 34 => Section 3.8.3.2: "Respondent must complete the top portion of and send Exhibit E Reference Form to a minimum of three (3) companies or government agencies..." Original RFO => Page 41 => Section 4.2.2 => A. => 2.: "DIR will only consider the first three (3) reference forms received". So, is 3 references a minimum and a maximum at the same time? Can we provide/will you accept more than 3 references? 2. Can we start requesting our clients to provide you with our references now? Will the current form - Exhibit E Vendor Reference Form - remain the same till the submission due date? Thank you.	DIR has requested three (3) references. In the event that a Respondent requests references from more than three (3), we are notifying you that we will only consider/review **the first three (3)** we receive. You may start requesting your references upon downloading the current reference form from the ESBD. Please see the zip file labeled "Addendum No. 1".
66		how many vendors have previously participated in this RFO?	There were 349 responses to DIR-CPO-TMP 445.
67		As we are not required to submit a pricing response due to the type of response (staff augmentation) how should we assign a dollar value to subs on the HUB form? Can we assign a percentage per each certified sub vendor?	No.

68		Vendor References: Recently several Customers from State of Texas for References are referencing the VPTS. Just want to make sure some clients are supporting sending the response through email. Recent times we had couple of customers reffered as VPTS to consider. From: Usha Boddapu, CEO, Esolvit, Inc.	Please send your reference request to companies or government agencies who are willing to do so and who are capable of providing comment on your company's ability to provide the services described in this RFO.
69		Will people attending this meeting be sent in RFO?	Review answer to question 3.
70		We are Asian American HUB but we do not have any HUB certification, do we need get the HUB certification?	No, you are not required to be a certified HUB to respond. Please review Section 3.4 in its entirety to get clarity on submitting your HUB Subcontracting Plan.
71		Training is avaialbe...what s the cost?	Free training is available through Access Academy, an Information Technology (IT) accessibility learning management system from Level Access. Vendors can register for an account by contacting the Statewide Digital Accessibility Program Administrator at: statewideaccessibility@dir.texas.gov.
72		For the HSP form, since there is no specific dollar amount related to this procurement, can we just use percentages for subcontractors and not dollar amounts expected to be outsourced?	Vendors should use their best estimate to provide expected dollar amounts based on market analysis, previous sales, and information provided in this RFO. The dollar amounts may be changed on the HSP at a later time. If there are any changes to the HSP, the updated HSP must be sent to the DIR HUB Office for review and approval.
73		Whom should we approach in case of any queries related to the forms after the questions deadline of 18th Oct.	Please send all inquiries to Alexis Jimerson at alexis.jimerson@dir.texas.gov
74		My apologize if I missed this but not following why a VPAT (which in my history is for accessiblity related to a software applicatio), how and why is a VPAT needed for a ITSAC contract to where we are looking to provide resources.	Please review the answer to question 11.
75		For the HUB Plan form must our suibcontractirs be TX based companies or can we also list companies in any other state?	Respondents and their subcontractors must 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. The Respondent must be able to meet the requirements set forth in the posted solicitation and will also have to be able to meet the needs of the DIR Customers if awarded a contract.
76		No itemized pricing form, however, in a slide it shows section 5.5 vendor guide shows how to create a Pricing Form. Is that needed?	No, this solicitation does not require you to complete a pricing form.
77		Can you please expand on Related Services on "Managed Services"	Please review the answer to question 6.

78		How is this different from our current ITSAC contract?	This RFO is a re-solicitation of RFO DIR-CPO-TMP-445. Contracts awarded under RFO DIR-CPO-TMP-445 will expire August 2024. Vendors wishing to be eligible to have an ITSAC Cooperative contract with DIR beyond August 2024 will need to submit a complete response to this solicitation.
79		What is the correct file name of Vendor Reference Form. Is it Exhibit E / Exhibit G/ Exhibit F?	Review the answer to question 1.
80		Can vendors be included on our reference's response to DIR?	The solicitation gives you the option to pick three (3) companies or government agencies who are capable of providing comment on your company's ability to provide the services described in the RFO and who are willing to do so. If the reference is able to comment on work performed by your company in the past five (5) years within the scope of the RFO, you will be adhering to the RFO instructions.
81		Exhibit G: IS EDGAR Certification mandatory or can we certify after being awarded?	EDGAR Certification Form is required as part of your response.
82		Please clarify if we need to submit resumes along with our response?	No.
83		When can we request our refrences?	You may request references as soon as you access the reference forms on the ESBD. You may view and download the solicitation and related documents on the Electronic State Business Daily at **ESBD Details (txsmartbuy.com)** or you may copy and paste the following URL and paste into your browser: **https://www.txsmartbuy.com/esbddetails/view/DIR-CPO-TMP-579**
84		The pricing will be removed from the RFO ?	The wording of "Itemized pricing" has been removed from Exhibit A. Attachment 5, ITSAC Not-to-Exceed will remain part of the solicitation package.
85		With respect to Table 4 Response Submission Files on Page 36 of 42, We are a Firm providing IT Staffing personnel to DIR Customer either for a SOW(statement of work) or RFR (resume for request). We do not have any COTS solutions. Are we required to complete the Exhibit I - Accessibility Conformance Report ?	The PDAA is a mandatory document to be submitted with your response. The VADSIR and VPAT are not required for Staffing Services. If at any time, the Respondent provides any services to a DIR customer as detailed in Section 2.3.2 of the RFO, as a related service to the IT staffing services under the scope of this solicitation, a VADSIR will be required to ensure that EIR and ICT accessibility criteria are integrated into key phases of the project. Similarly, an ACR is required for any products the Respondent includes in an engagement solution.
86		Under Attachment 1: Sample Contract - Page 4 - DIR Administrative Fee - Can you go into how this works within this contract?	This is covered in section 6 *DIR Administrative fee* Attachment 1 Sample Contract, RFO Section 1.3.5. *Cost Recovery* and RFO Section 2.1.1.*3 Hourly Rates*.

87		for incumbent, can the references be from one of the exisiting agencies that we have contract with?	Respondent must complete the top portion of and send Exhibit E Reference Form to a minimum of three (3) companies or government agencies who can provide comment on the Respondent's ability to provide the services described in this RFO and who are willing to do so.
88		Is it preferred that the approved vendor markets they are a DIR customer. How much marketing is desired?	Please review Exhibit C Contract Marketing Customer Support Plan.
89		Can the out of state companies who are MBE in another state providing similar IT Staffing services eligible to respond to this RFO ?	Review the answer to question 37.
90		Will there be an option to activate Bidstamp account if failed login?	You may request BidStamp Access at https://dir.my.site.com/BidStamp/VIS_RequestAccess or select "Forgot your password" from the BidStamp Vendor Login page https://dir.my.site.com/BidStamp.
91		will this all be contract staffing or will your customers also have direct hire or contract to hire needs through this contract as well?	No. "Direct hire" and "contract to hire" offerings are not in scope of this RFO.
92		where will the slides be available after the webinar ends?	Review the answer to question 3.
93		If we are already registered with DIR TX, but an out of state small business minorty company are we qualified to submit for this Bid?	Review the answer to question 37.
94		Regarding the "webpage requirement" (Exhibit C, Contract Marketing Customer Support Plan), does the webpage have to be linked to the vendors company website or will the DIR accept a webpage maintained by the awarded vendor if it is publicly facing/accessible and searchable via google, etc.?	The webpage requirements are in the Attachment 1 Sample Contract document and Attachment 2 Standard Terms and Conditions Section 7.2.
95		Is there a minimum number of vendor references required?	Please review RFO Section 3.8.3.2 *Respondent References* for this answer.
96		For remote work, can staff be located outside of Texas or is that up to the individual DIR customer?	That is up to the individual customer as long as the company meets the criteria laid out in the answer to question 37. Successful Respondents must also comply with Section 4.9, Data Location, or Attachment 2 Standard Terms and Conditions.
97		If we are approved, will DIR provide a Approved Vendor Seal or Logo that can be used for marketing?	Please review Attachment 2 Standard Terms and Conditions Section 7.9 *DIR and Customer Logos*.

98		can we use the same subcontracting companies which we used previously?	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.
99		Question on length of the task order was that staffing for a 6 month task order is harder to find people that one staffed for a year or longer.	Please review the answer to question 20.
100		Can we use commercial clients as references?	Yes.
101		Do you have a format or parameters for the Marketing & Support Plan?	Please review Exhibit C, Contract Marketing Customer Support Plan.
102		When will this deck be available on the Texas Smart Buy site? It doesn't appear to be there yet.	Review the answer to question 3.
103		What does Prime contractor mean on Reference form?	Prime Vendor is the vendor who submits the response to this RFO with the intention of being the main contractor should a Cooperative Contract be awarded.
104		What is the minimum Self-assessment scoring a vendor should get in the PDAA form?	For the PDAA, a score of zero will fail. Any score above zero will advance to additional review.
105		Is it acceptable to use one reference for three separate projects?	Please review the answer to question 80.
106		BidStamp-E registration is same as IT Staffing Portal(Vendor) login? Can HUB Subcontracing vendors have access to the Portal?	BidStamp VIS login credentials are not the same as the ITSAC Portal login credentials. Every Respondent who intends to respond to this solicitation will need to request login credentials to submit a response to this solicitation. ITSAC Portal access is only granted to awarded respondents once the solicitation, evaluation and negotiation processes are complete.
107		What is the HUB Business Cateory for this RFO? To look up HUB vendors.	Please review RFO Section 3.4, *Historically Underutilized Businesses* and RFO Section 3.4.1, *HUB Subcontracting Plan*.
108		what documentation do you approve being able to work with State of TX?	Review the answer to question 37.
109		How many resumes do we have to submit?	None.
110		Can vendor's submit references if they are sub vending?	No, the references must be for the Respondent/Prime Vendor.

111		Is there a scoring based on which HSP method is selected or is just pass/fail? for example Method A vs. Method C -self perform?	HSP is not scored. It is a mandatory document, failure to complete the HSP may result in disqualification.
112		We are Asian American HUB but we do not have any HUB certification, do we need get the HUB certification?	No.
113		Do we need 3 references for each commodity code	Please review RFO Section 3.8.3.2 Respondent References for this answer.
114		purchased a company with HUB status should we submit with the parent company name or the orginal company with HUB status.	Please submit with the company information that matches your DUNS and Texas Comptroller Vendor information.
115		We are having problems logging into bidstamp. We are not getting our password reset messages	Please email Alexis Jimerson at alexis.jimerson@dir.texas.gov with this issue.
116		Can we submit more than 3 References. If Yes, how will the addional references will be evaluated	Please review the answer to question 65 and 80.
117		Do we need to be registered with Texas Business for participating in the RFO?	Foreign and out-of-state entities must be registered to do business in Texas. Additional information for foreign and out-of-state entities can be found at https://www.sos.state.tx.us/corp/foreign_outofstate.shtml .
118		Do you have an example of the marketing plans?	Please see the answer to question 36.
119		I have ITSAC Portal questions -- 1, do agencies see "underqualified" responses 2.. If 2 companies submit the same candidate -- what happens? 3. Is there an order that agencies receive resumes -- someone mentioned that they received them in the order they are uploaded -- or all of them get sent to agency at once?	Please review sections 7-9 of Attachment 1, *Sample Contract_ITSAC* for the answer to this question.
120		Do all vendors have work under the contract?	All contract(s) awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.
121		Can hub subcontractors be out of state?	Respondents and their subcontractors must 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 and meet the qualifications listed in the solicitation. Please also see the answer to question 117.

SOLICITATION NUMBER:	DIR-CPO-TMP-579
SOLICITATION NAME:	Information Technology Staffing Contract Services (ITSAC)
NUMBER:	3

Date: November 07, 2023

If you should have any questions regarding this Addendum, please contact:

Alexis N. Jimerson
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Internet: alexis.jimerson@dir.texas.gov

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This modifies the solicitation for DIR-CPO-TMP-579, Information Technology Staffing Contract Services, released September 28, 2023. It informs interested parties that:

DIR has changed the response and respondent reference submission deadline from November 27th, 2023, 2:00 p.m. CST to December 06th, 2023, 2:00 p.m. CST.

Respondents are encouraged to acknowledge receipt of all Addenda by providing a completed and signed version of "page one" of each with their Response. Respondents will be held to all terms and requirements of each Addenda regardless of the provision of a signed "page one." Respondents will also be held to all terms and requirements of any Addenda issued after their submission of a response to this solicitation.

Respondent Acknowledgment of Receipt

_____

(printed entity name)

_____

(printed name of authorized representative)

_____

(signature of authorized representative)

_____

(date)

Texas Department of Information Resources

This addendum to Request for Offer DIR-CPO-TMP-579:

1. Change Deadline for Submitting Responses and Respondent References:
   From: 11/27/23 2:00 PM CST
   To: 12/06/23 2:00 PM CST

SOLICITATION NUMBER:	DIR-CPO-TMP-579
SOLICITATION NAME:	Information Technology Staffing Contract Services (ITSAC)
NUMBER:	4

Date: November 21, 2023

If you should have any questions regarding this Addendum, please contact:

Alexis N. Jimerson
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Internet: alexis.jimerson@dir.texas.gov

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This modifies the solicitation for DIR-CPO-TMP-579, Information Technology Staffing Contract Services, released September 28, 2023. It informs interested parties that:

DIR has changed the response and respondent reference submission deadline from December 06th, 2023, 2:00 p.m. CST to December 19th, 2023, 2:00 p.m. CST.

Respondents are encouraged to acknowledge receipt of all Addenda by providing a completed and signed version of "page one" of each with their Response. Respondents will be held to all terms and requirements of each Addenda regardless of the provision of a signed "page one." Respondents will also be held to all terms and requirements of any Addenda issued after their submission of a response to this solicitation.

Respondent Acknowledgment of Receipt

_____
 (printed entity name)

_____
 (printed name of authorized representative)

_____
 (signature of authorized representative)

_____
 (date)

This addendum to Request for Offer DIR-CPO-TMP-579:

1. Change Deadline for Submitting Responses:
    From: 12/06/23 2:00 PM CST
    To: 12/19/23 2:00 PM CST

2. Change Deadline for Submitting Respondent References:
    From: 12/06/23 2:00 PM CST
    To: 12/19/23 2:00 PM CST

SOLICITATION NUMBER:	DIR-CPO-TMP-579
SOLICITATION NAME:	Information Technology Staffing Contract Services (ITSAC)
NUMBER:	5

Date: December 04, 2023

If you should have any questions regarding this Addendum, please contact:

Alexis N. Jimerson
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Internet: alexis.jimerson@dir.texas.gov

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This modifies the solicitation for DIR-CPO-TMP-579, Information Technology Staffing Contract Services, released September 28, 2023. It informs interested parties that:

DIR has provided the answers to questions submitted to BidStamp VIS prior to the 5pm CST, October 18th deadline.

Respondents are encouraged to acknowledge receipt of all Addenda by providing a completed and signed version of "page one" of each with their Response. Respondents will be held to all terms and requirements of each Addenda regardless of the provision of a signed "page one." Respondents will also be held to all terms and requirements of any Addenda issued after their submission of a response to this solicitation.

Respondent Acknowledgment of Receipt

_____
 (printed entity name)

_____
 (printed name of authorized representative)

_____
 (signature of authorized representative)

_____
 (date)

This addendum to Request for Offer DIR-CPO-TMP-579:

1. Provides the Answers to questions submitted to the BidStamp VIS prior to the 5:00 p.m. CST, October 18TH, 2023 deadline.

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1. **QUESTIONS AND ANSWERS:**

Number	Vendor Question	DIR Answer
Q-1450	Hello There, Please direct us on how to find the HUB vendors to contact for the HUB subcontracting plan form. Thanks	This can also be found in section 3.5.1 of the RFO document.
Q-1451	Exhibit A Mandatory Response Contents states that there is an Exhibit E: Itemized Pricing. Could you tell me where to find this? Also, after opening these forms, they are labeled differently on the actual document than the RFO Solicitation Contents states: Exhibit E: Reference Forms Exhibit F: Respondent Release of Liability Please confirm if pricing form is needed and if documents are correctly named. Thank you!	Addendum 1 has been posted to address this. Exhibit E is the Vendor Reference Form.
Q-1452	Section 1.3.6, Table 1 identifies coop sales through FY23 YTD. What months in FY23 are included? Is this through July?	The months included in fiscal year sales data are September 2022 through July 2023. Our Fiscal Year runs from September 1st to August 31st. This table is meant to give a snapshot of potential sales volume for contracts awarded from this RFO. All contract(s) awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.

Q-1453	[Page 12] Section 1.3.7, Table 2 identifies ITSAC sales through FY23. Since YTD is not included in the title, is this through August 2023? Or, is this through July?	The months included in fiscal year sales data are September 2022 through July 2023. Our Fiscal Year runs from September 1st to August 31st. This table is meant to give a snapshot of potential sales volume for contracts awarded from this RFO. All contract(s) awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.
Q-1454	[Page 13] Section 2.1.D is a partial statement, "D. Respondent may submit for?.". Was the intent to add language here?	Addendum 1 has been posted to address this.
Q-1455	[Page 13] Section 2.1.1.E, Suggest DIR strike "Successful Respondent shall not provide unsolicited resumes to Customers." This may be applicable in instances where the customer intends to solicit resumes through a competitive solicitation process; however, in instances where the customer is not a state of Texas agency or the state agency ultimately negotiates a purchase not exceeding $50,000, this may limit the awarded vendors' ability to promote the use of the DIR contract - where the customer is willing to entertain an unsolicited proposal within the limitations otherwise imposed by statute, rule, or law.	In this statement in Section 2.1.1.E "Successful Respondent" is referencing an ITSAC Vendor as defined in Attachment 1 Sample Contract_ITSAC and Attachment 2 Standard Terms and Conditions. An IT purchase under $50,000 would still be subject to solicitation documentation requirements. All eligible customer of DIR, even in an informal solicitation process, must adhere to Texas state procurement processes/rules and document said process. While DIR does not intend to dictate a company's marketing strategy, sending unsolicited proposals may disqualify a vendor from being considered for said services by the DIR customer and place the vendor in violation of the awarded contract terms and conditions.

Q-1456	[Page 20] 2.3. Electronic and Information Resources (EIR) Accessibility requirements related to the need for an Accessibility Conformance Report (ACR) or VPAT appear to be outside the scope of this RFO. Further, given that this is a staffing services RFO, Respondents are not offering solutions as part of their response. Certainly, DIR?s state agency and Institution of Higher Education Customers must adhere to accessibility standards; however, where an awarded vendor is providing staffing, it should not be held to the overall compliance of a system deployed by DIR's Customer, albeit using staff augmentation. Rather, the Customer should make the requirement for the Contract Holder to provide candidates with the appropriate level of experience, if needed for that particular role, within their Statement of Work or Request for Resumes. We are respectfully requesting DIR to revisit the requirements related to Electronic and Information Resources (EIR) Accessibility under this staffing RFO. Certainly, this is applicable to COTS, SaaS, Deliverables-Based, and other solution-based RFOs.	The VADSIR and ACR (completed VPAT) are not required for Staffing Services. If at any time the Respondent provides any services to a DIR customer as detailed in Section 2.3.2 of the RFO, as a related service to the IT staffing services under the scope of this solicitation, a VADSIR will be required to ensure that WCAG success criteria are integrated into key phases of the development project. Similarly, an ACR is required for any products the Respondent includes in an engagement solution. This answer can also be found in Question 11 of the Pre-Proposal Q&A document posted Oct 19.
Q-1457	[Page 36] Section 3.8.4 Table 4 Response Files. Please confirm or correct the naming convention for the Response Files. The Response File for Exhibit F: Respondent Release of Liability is labeled ABC_579_Exhibit G.docx.	This was corrected. Please see the answer to question Q-1451.
Q-1458	[Page 36] Section 3.8.4 Table 4 Response Files. Related to the previous question for the same table, Exhibit G EDGAR Certification Form is labeled as a docx in the table, but was provided as a .pdf format. Please clarify.	This was corrected. Please see the answer to question Q-1458.
Q-1459	[Page 36] Section 3.8.4 Table 4 Response Files. Exhibit H: PDAA form is listed as ?ABC_579_ PDAA.docx? but was provided as an excel file. Please confirm Form of Response.	This was corrected. Please see the answer to question Q-1451.
Q-1460	Page 1 of the ESBD_File_337267_Bid Package 2 Exhibit E Vendor Reference Form is titled "Exhibit G Vendor References". Please clarify.	This was corrected. Please see the answer to question Q-1451.
Q-1461	Section 3.8.4 Response Files, Pg. 36: Is PDF an acceptable file format for submitting response to all Exhibits and forms?	Please review section 3.8.4 of RFO document in Addendum 1 posted Oct 4th.

Q-1462	3.8.1.2B Solicitation Response Requirement, Pg. 33: Can the abbreviation proceeding each file name be more than 3 character (5-9 character) to uniquely identify the company name?	The "ABC" in the example naming convention represents the space where your company name should go. Companies with long or multi-word titles should use a three-letter abbreviation or shortened title in this space.
Q-1463	Regarding the ?webpage requirement? (Exhibit C, Contract Marketing Customer Support Plan), does the webpage have to be linked to the vendors company website or will the DIR accept a webpage maintained by the awarded vendor if it is publicly facing/accessible and searchable via google, etc.?	This question was answered in question 94 of the Pre-proposal Q&A document.
Q-1464	I have subscribed to the solicitation but have not received an invitation to the Vendor Conference that is scheduled for tomorrow, 10/04/2023 at 1:00pm. Is the Vendor Conference virtual, if so, would you please send me a link? If in person, would you please send me the address to where it will be held. Thanks.	The link for the pre-proposal webinar is contained in section 3.3.1 Optional Webinar of the RFO document posted to the ESBD on 9/28/23.
Q-1465	We understand from the RFO that vendors may propose personnel (via a resume) or proposed staffing solutions (for SOWs) under this solicitation. This RFO is about ITSAC. Then why the RFO also mentions about Manufacturer or publisher of the offered product and dealer/reseller as per RFO Page 29 - Section 3.6. Successful Respondent Qualifications?	The referenced section is standardized RFO language that goes out with every solicitation notifying respondents that responding to the solicitation means agreement to "sell directly to DIR Customers through a Co-op Contract". Please note that solicitation says "Respondents to this RFO must be one (1) of the following" then lists three options. One of the three options is "service provider", which encompasses vendors providing staffing services.
Q-1466	RFO-579 Hello, We do not have HUB certification. we are Asian-American. do we need to get HUB or its not mandatory.	No, you do not have to be HUB certified to respond to this solicitation.

Q-1467	Section 1.3.7 Current Contracts Can you please confirm the FY2021 sales of $55,742,247. Section 2 Scope, Subsection 2.1 Required Services, Item D Is there additional information which will be provided for Item D Section 2 Scope, Subsection 2.1.3.1 Related Services In this section it describes related services as any value added service that the respondent may perform related to the products proposed in RFO Section 2.1.1.A. Since this RFO is soliciting information technology staff augmentation services are related services relevant. Section 2 Scope, Subsection 2.3.1 ACR Submission and Review This section requires the completion of the Accessibility Conformance Report (ACR). Since this RFO is soliciting information technology staff augmentation services and not products, is completion of the ACR required. Section 3 Successful Respondent Qualifications, Subsection 3.6.3 Successful Respondent and Subcontractor Current and Former State Employees Disclosure In item A and B of this section there is reference specifically to current or former employees of DIR. Can you please clarify if this section is for any current or former state employee, or just current or former DIR employees. Section 3 Successful Respondent Qualifications, Subsection 3.8.4 Response Files The Exhibits referenced in this section do not all match their associated exhibit which was part of the bid package. For example, the Vendor References Document file name is Exhibit E, but is titled Exhibit G. The respondent release of liability the file name is title Exhibit F but it is titled Exhibit H. Can you please clarify which should be used. Section 4.2 Evaluation Criteria, Subsection 4.2.1 A The RFO stated the Finance Group will evaluate the financial stability as reported by Dun and Bradstreet. Dun and Bradstreet produces a number of different reports. Can you please state which specific financial report DIR will be reviewing from Dun and Bradstreet.	Please see the answer to Pre-proposal Q&A document questions 6 and 62 for answers about related services. Question 11, 85 and 104 for answers about the ACR and required Accessibility submissions. Section 3 *Successful Respondent Qualifications, Subsection 3.6.3 Successful Respondent and Subcontractor Current and Former State Employees Disclosur*e Items A, B refer to <u>any DIR</u> current or former employees and item C says any executive head of a state agency. File name discrepancies were corrected and posted in Addendum 1, please review.
Q-1468	How many respondents will receive a DIR ITSAC Contract?	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.
Q-1469	When completing the HSP as a HUB who is responding as a prime. Will we get more credit if we use Attachment A and include additional HUB companies as a subcontractors. Conversely, if we do Attachment C as "Self-performing" will we be negatively scored for not including HUB subcontractors?	HSP is not scored. It is a mandatory document, failure to complete the HSP may result in disqualification. If you are a HUB and you will be performing the work yourself, you will select/complete self-performing. You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) up to seven (7) working days before the RFO submittal at dir.hub@dir.texas.gov; please copy alexis.jimerson@dir.texas.gov on all requests.
Q-1470	In the Bid Package1 Exhibit A Respondent Information- in Point 2. it asks for Comptroller of Public Accounts Respondent Identification Number. Is this number mandatory to send the response. If yes, how can we obtain this number?	This question was answered in question 34 of the Pre-proposal Q&A document.
Q-1471	Dear Madam, Hope you are doing well. This is regarding the ITSAC-RFO-579, EXHIBIT - A. Could you please let me know about #15) Proof of Financial Stability statement? Just tax filing is enough, or we need to show some bank balance?. Please let me know. Thank you!, Prasad.	Please review section 4.2.1 of the RFO Document for further information on the required Financial Information.
Q-1472	Exhibit F: Release of iability: Would you like us to submit 3 seperate files, one for each reference, or merge the 3 forms in to a single PDF file and upload as part of our subm ission?	Please submit 3 separate files, one for each reference.
Q-1473	Hub Subcontracting plan (HSP) Section 1. State of Texas VID # - Is this the same as DIR Vendor ID #? Exhibit A 2. Comptroller of Public Accounts Respondent Identification Number - Is this the 11 digit number issued by Texas Comptroller of Public Accounts?	Yes.

Q-1474	DIR-CPO-TMP-579 Do you have a step by step guide / process on what documents and information we need to submit in our response and how to submit the response? This is the first time we are participating and are clueless on the entire process. Please point us to the right person / division if needed who can help us with the process. Thank You.	Instructions to respond can be found in the RFO and related solicitation documents. You may view and download the solicitation and related documents on the Electronic State Business Daily at ESBD Details (txsmartbuy.com) or you may copy and paste the following URL and paste into your browser: https://www.txsmartbuy.com/esbddetails/view/DIR-CPO-TMP-579.
Q-1475	Where can we find the recording for the webinar that was held on Wednesday, Oct. 4th, concerning this RFO?	The link to the recording on the Electronic State Business Daily at ESBD Details (txsmartbuy.com) or you may copy and paste the following URL and paste into your browser: https://www.txsmartbuy.com/esbddetails/view/DIR-CPO-TMP-579.
Q-1476	Section 3.8.3.2: Vendor References: Most of the clients are public sector clients with many agencies being within State of Texas. We reached out to those agencies and all of them responded stating that their agency policy states that personal references for agency vendors or a vendor?s product and/or service are prohibited. Most of them referred to " Vendor Performance Tracking System (VPTS)" system to check for vendor reference. Please advise the impact to a bidders response evaluation with less than 3 references submitted?	This question was answered in question 68 of the Pre-proposal Q&A document. Failure to provide the required amount of references will negatively impact the evaluation of your response.
Q-1477	RFO Page 1: Is a vendor who is currently holding an active DIR ITSAC master contract (DIR-CPO-TMP-445) expiring on 08/31/24 is qualified to respond to this RFO?	Yes.

Q-1478	? Is Attachment 1 of Exhibit A required if we do not have any cancelled contracts to list? ? The documents listed in Exhibit A, page 6, Mandatory Response Contents do not align with the exhibit letters on the attachments included with the RFP. How do you want us to proceed given the attachments do not align in their naming convention? ? Can you please confirm that Exhibit I: ACR (VPAT) is not required with the response? ? Exhibit C, Contract Marketing and Customer Support Plan ? Can you provide a sample of what you?re requesting for 1) Contract Marketing Plan? ? Exhibit B, Respondent History and Experience ? where we are asked to respond to questions in ?no more than 3 pages?, for example, does that mean we should submit a separate attachment in response to the question, or should we respond directly within the Exhibit?	Exhibit A required whether not you have cancelled contracts. The exhibit letters were corrected and posted to the ESBD in addendum no 1. The VADSIR and ACR (completed VPAT) are not required for Staffing Services. If at any time the Respondent provides any services to a DIR customer as detailed in Section 2.3.2 of the RFO, as a related service to the IT staffing services under the scope of this solicitation, a VADSIR will be required to ensure that WCAG success criteria are integrated into key phases of the development project. Similarly, an ACR is required for any products the Respondent includes in an engagement solution. We cannot provide an example marketing plan. You may respond within Exhibit B; your page should adhere to the page limits provided in the exhibit.
Q-1479	GENERAL: How much spend is going through this contract per year? per vendor?	Please review Table 2 in the RFO document for historical sales.
Q-1480	GENERAL: How much spend is through HUB certified firms vs non?	Please review Table 2 in the RFO document for historical sales.
Q-1481	GENERAL: How much spend is through Texas-based firms vs non?	Please review Table 2 in the RFO document for historical sales.
Q-1482	General: New vs incumbent roles - does the agency mark requirements as such?	No.
Q-1483	GENERAL: Are all roles to be conducted on-site, remote or both?	Please review Table 2 in the RFO document for historical sales.
Q-1484	GENERAL: What is the volume of requirements per week?	We do not measure the customers' requests.
Q-1485	Hello, We are asked to provide D&B number in Exhibit A Respondent Information (REF. Page 40, Section 4.2.1 - A - Financial Information). Do we need to submit just the D7B number or we are required to submit the D&B report along with that.	Respondent shall provide an accurate DUNS number on Exhibit A Respondent Information; the DUNS number shall correspond to the

		company address on file with Dun and Bradstreet.
Q-1486	Section 4.2.2 of the RFO (pages 40-41) is titled "Weighted Evaluation Criteria." However, there are no weights provided with the criteria listed in this section. During the pre-proposal conference, it was stated that Exhibit C was weighted at 40%, while Exhibit B and References accounted for 60% of the evaluation score. Can DIR confirm the weights discussed in the pre-proposal conference are accurate and apply to this RFO?	This is correct; the response to Exhibit B is weighted at 60% and the response to Exhibit C is weighted at 40%.
Q-1487	Regarding Section 2.1.3.1 of the RFO (page 19) how will related services be requested by DIR's customers on the awarded contract? Will only Successful Respondents who checked the Related Services box in Item 2 in Exhibit B be allowed to perform related services for DIR's customers, even if a given Customer has already contracted with a Successful Respondent?who did not check the Related Services box?for Staff Augmentation services?	Related/Value Added services can include, but are not limited to, product installation, integration, maintenance and support, managed services, and product training.
Q-1488	Will DIR please clarify the term "value added" as used in Section 2.1.3.1 (page 19)?	This question was answered in question 6 of the Pre-proposal Q&A document. The term is clarified in sited paragraph of the RFO.
Q-1489	Because there is no MSRP or List price related to Staff Augmentation services, will DIR please remove the language requiring MSRP or List price to be included in the Detailed Monthly Report required in Section 9.2.2 in Attachment 2?	DIR will not be removing this language from the Standard Terms and Conditions.
Q-1490	[Bid Package 1 Exhibit A Response Information v2, Pages 3 and 4] Sections D and F reference the Exhibit A1 Exceptions as an Excel file; however, the template provided, Bid Package 1 Exhibit A1 Exceptions Table v2, is an MS Word file. Please clarify. Do you want the Respondents to save the word document provided as a template as an Excel file, or do you want the Respondents to submit the file as provided in MS Word format?	Respondents should submit the file as provided in MS Word format.

Q-1491	[Bid Package 1 Exhibit A Respondent Information v2, Section 11, Page 8] The Exhibit requires that Respondents 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. It also requests that the information be provided as part of the response, either in the table provided or on a separate page and include it in the electronic folder labeled ?Confidential and Proprietary.? This is a two-part question: 1) Is the Respondent required to submit this information as part of the Response, or is it acceptable to provide it at a later time, prior to Award with a note in the table indicating that approach? 2) The instructions related to providing the information on a separate page as part of the Response reference an electronic folder labeled "Confidential and Proprietary". The requirement is to respond using BidStamp, so how would this electronic folder be submitted? Is there a particular document name and document type that should be entered?	The information is to be submitted with your response since the requested information is part of your Certification Statement. If you include Names and Social Security Numbers on a separate page, the file should be labeled "Confidential and Proprietary"; document type can be Word or pdf.
Q-1492	[Bid Package 1 Exhibit A Respondent Information v2, Page 10, Section 20]. In part, this section requires if ?have not? is checked, Respondent shall include a statement certifying that they have had no canceled contracts in the past five (5) years. By checking the "have not" box, the Respondent is essentially providing the certification. Is a separate statement required? And if so, is there a particular place that you would like to see it added above the signature of the officer or agency making the certification?	A separate statement is required with a clear stipulation that the company has had no cancelled contracts in the past five (5) years. You may edit the wording in the exhibit
Q-1493	ESBD_File_337267_Bid Package 2 Exhibit G EDGAR Certification Form is new since the last bid/contract. Being it is related to Education Department General Administrative Guidelines, is it fair to say the questions in the document, and primarily, the Federal Fund questions are related to requisition that may come from Educational clients only?	No, EDGAR is required and applies when federal funds are expended by any DIR Customer for any contract.
Q-1494	Can we provide our three(3) commercial/ private contracts as references for Exhibit E Vendor References.	Yes.

Q-1495	Exhibit E - Vendor References. Several of the largest state agencies are rejecting the idea of completing the DIR reference forms and sending them to DIR citing such things as, "We do not provide vendor references" and "The state has a system for agencies to share information concerning vendor performance and it is the Vendor Performance Report system maintained by the Comptrollers. The information is there for DIR and all state agencies concerning vendor performance." Will DIR allow submission of recent CPA Vendor Performance Reports to replace the DIR reference forms in Exhibit E, and if so, can the vendors email the Performance Reports to dir-cpo-tmp-579@dir.texas.gov?	No. Please send your reference request to companies or government agencies who are willing to do so and who are capable of providing comment on your company's ability to provide the services described in this RFO.
Q-1496	Please clarify the following questions: 1. RFO DIR-CPO-TMP-579 v2 / Pg #30, 3.6.1.D - Every vendor has to submit the Exhibit G ? EDGAR form? 2. Bid Package 2 Exhibit G EDGAR Certification Form / Pg# 5 ? The EDGAR form has Conflict of Interest, should a vendor fill this COI at the time of submission? 3. For Exhibit A, B & C - Should we type our response below the question itself or separate attachments required for each question? 4. Bid Package 2 Exhibit H Policy Driven Adoption for Accessibility (PDAA) - What is the minimum self-assessment scoring a vendor should get in the PDAA form? 5. Bid stamp portal, Vendor References tab - Should the vendor submit the email Id?s of those customer to whom the vendor reference form was sent? 6. Bid Package 2 Exhibit J VADSIR (For Non-COTS) & Bid Package 2 Exhibit H Policy Driven Adoption for Accessibility (PDAA) - To whom should we send our VADSIR & PDAA form for review? 7. RFO DIR-CPO-TMP-579 v2 / Pg# 34, 3.8.3.2 - When is the last date before which the Reference forms should reach the DIR contact? 8. RFO DIR-CPO-TMP-579 v2 - Can we expect any extension in the due date? 9. Bid Stamp Portal -In the portal we can see a statement ?Add your documents below (400MB)? - 400 MB is the individual file size or total size of all the files uploaded. 10. Bid Package 2 Exhibit F Respondent Release of Liability / Pg#1- In this exhibit there are two placeholders for signature. Can you please confirm if the respondent has to sign in both the placeholder. 11. Bid Package 1 Exhibit A Respondent	Every Respondent must submit an Exhibit G with the required acknowledgements and COI completed. For the PDAA score question, please see the answer to question 104 in Q&A document in Addendum No. 2. The vendor should not submit the email addresses of their references. You may request a courtesy review of your accessibility documents by emailing your forms to the DIR Statewide Digital Accessibility Program Administrator at: statewideaccessibility@dir.texas.gov. Please be advised that a review can take up to 48 business hours and you still be responsible for submitting your completed documents on time. Your references are due the same day and time of your response. DIR does not anticipate extending the response due date at this time. Exhibit F should be signed where the form says, "Respondent Signature". Exhibit A, the "principal place of business" can be the same as

	Information / Pg #1, Item 6 - Principal place of business can be same as registered agent address? 12. Bid Package 1 Exhibit D HUB Subcontracting Plan HSP Sample Form, Section A.2- what should we put in the Approximate dollar value? 13. Bid Package 1 Exhibit D HUB Subcontracting Plan HSP Sample Form - Our Understanding is that if we are subcontracting all work to only the HUB vendors, and if our goal is satisfied with 2 companies then we will have 2 completed HSP forms to be uploaded in the portal. Please confirm. 14. Bid Package 1 Exhibit D HUB Subcontracting Plan HSP Sample Form - What is the HSP file name convention, and should the file name require the HUB vendor name? 15. Bid Package 1 Exhibit D HUB Subcontracting Plan HSP Sample Form - What forms do we need to submit to the agency for HUB during bid submission? 16. Bid Package 1 Exhibit D HUB Subcontracting Plan HSP Sample Form - When uploading the completed HUB form (hsp-allfms.pdf) in the portal, our understanding is that the completed form will also have Notification form in the end.	the "facility responsible for servicing the contract". Exhibit D Section A2, the expected dollar amount is a required field, and this will be your best estimation for the life of a contract should you be awarded. Please refer to Section 3.8.4 "Response Files" for file naming convention.
Q-1497	Before Addendum 1 was released, two of our vendor references had already submitted the original vendor reference form that was mislabeled as Exhibit G (instead of Exhibit E). Will DIR accept these reference forms or do we need to have our references re-submit the form with the correct Exhibit name?	If the reference was submitted prior to Addendum No 1 being posted to the ESBD, then yes.
Q-1498	For Exhibit C, item 9(b) ?Types of resources included (i.e.: frameworks, guides, portals);?, what type of response is DIR looking for?	DIR cannot tell you how to formulate your response. Please re-review the exhibit instructions for clarity.
Q-1499	For Exhibit C, what does DIR mean with the following statement in item 6 (page 2), ?Include the process for the transfer of subscriptions among the users of a DIR customer entity to ensure uninterruption of services??	Item 6 requests your response on how you will manage any awarded contract to "ensure uninterrupted, high-quality performance and overall contract effectiveness". If you are not providing any subscriptions, then you would not describe the transfer process of one.

Q-1500	3.4.1HUB Subcontracting Plan We are a HUB vendor from the state of Virginia. Are we eligible to utilize our goal and bid this contract without any subcontractor.	A Respondent HUB certification does not count toward their HUB participation goal. If you do not intend use subcontractors, you will select self-performing and fill out your justification.
Q-1501	Regarding Exh C - Contract Marketing and support Plan. We typically repeat RFO Question and then provide the response in our format. Since Exh C is limited to seven pages, Can we simply provide our answers/responses without showing the DIR question in order to save space?	DIR recommends you annotate the question you're answering so it is easily identified.
Q-1502	Regarding Vendor References. Most of our customers are Texas state agencies. Most of these agencies have policy statements by their legal departments that they will not provide vendor references of any type, not even to another state agency. Even providing the waiver of liability is not sufficient for them. Is there a way DIR could reach out to these agencies, like TxDOT, TRS, and OAG to see if they could make an exception for DIR ITSAC since these agencies utilize DIR contracts extensively?	Please review the answer to questions 24 and 68 in the Q&A document in Addendum No. 2.
Q-1503	Exh C, number 6, second sentences states - "Include the process for the transfer of subscriptions among the users of a DIR customer entity to ensure uninterruption of services." What "Subscriptions" is the question referring to?	Please review the answer to question Q-1499.
Q-1504	We interpret ?Request for Resumes? to be traditional staff augmentation, where the State of TX manages the workers we provide. And we interpret ?Statements of Work? to be deliverables-based projects, where we manage both the project and our workers and provide the State of TX with a final outcome-based product. Please confirm our understanding, or if necessary, correct it.	Please review the RFO document section 2.1 H, Required Services.

Q-1505	Request for Offer Page 13 Section 2.1.1 Services, RFO Page 20 Section 2.2. Exclusions/Out of Scope, and Exhibit B #2 Selection of Services to be offered - "Related Services" There is confusion as to what Exhibit B #2 option "Related Services" means or is asking for. Section 2.1.1 clearly defines the services to be delivered via a Staff Augmentation Contract, which is basically providing temporary I/T staff on an hourly basis to do whatever the DIR customer wants them to do in a variety of roles and expertise levels. 2.2. Exclusions/Out of Scope clearly lists the services that are not allowed in the Scope of Work for this RFO. What exactly is Exhibit B Selection of Services referring to with an option to select "Related Services"? If the box is not checked, what services will the bidding vendor be excluded from providing that vendors that check the box can? If the box is checked, how are we to know what "related services" that are beyond the original job description the DIR clients might ask for at this time (there are an infinite number of changes that can be made to a job description by a customer that may be considered a "related service")?	Please review the RFO document section 2.1.3.1, Related Services.
Q-1506	This is regarding the Exceptions Table. I m confused on what I need to include in this document and how I need to fill it out. Could you explain that briefly?	Please review RFO section 3.8.3.4 Exceptions to Requirements for the answer to this question.
Q-1507	Regarding Exhibit E Reference Form: Many of the clients and Direct/Middle Vendors wouldn't provide references. In place of Exhibit E, can we submit other material as proof of Services provided signed under Penalty of Perjury Which establish services provided, this may include statement of work, Client Letters written to USCIS for support of H1B processing, signed time sheets or any other documents which validates the Consultancy services provided.	No other materials will be accepted. Please also review the answer to question 24 and 80 in the Q&A document in Addendum No. 2.
Q-1508	RFO Document 2.3.1 ACR Submission and Review ? Are ACR Submissions required since 1) there are no COTS products being offered in this solicitation, 2) there are no manufacturers products being offered in this solicitation?	Please review the answer to questions 10, 11, and 85 in the Q&A document in Addendum No. 2.

Q-1509	RFO Document 2.3.2 ? A - VADSIR Submission and Review ? We are confused as to how an IT Staffing Vendor, who is simply supplying technology staff to augment the client?s workforce could be required to ?ensure that EIR ICT 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.? ITSAC vendors simply supply resources that are to follow the directions of the client and all of the accessibility requirements listed are the responsibility of the client, not augmented staff or their vendor. Can you please provide a clarification?	Please review the answer to question Q-1508.
Q-1510	RFO Document 2.3.2 ? B - (page 22) - ITSAC vendors are not hired to provide any of the services listed in section B. ITSAC vendors are hired to provide staff to augment the client?s IT workforce and may be a part of a client-led team performing those services. Per section 2.2. Custom Application Development Services (which is what each of these 5 services are) are excluded from this contract. How would a VADSIR be relevant since the ITSAC contract does not include Website Development, Web Application Development, Custom Development, Client based software application development or other software development services? Please provide clarification.	Please review the answer to question Q-1508.
Q-1511	Bid Package 3 Attachment 5 ITSAC Not-to-Exceed Rates Some rows do not have NTE rates provided in the table. For example: DevOps Engineer - Specialist, Systems Analyst - Specialist etc. There are ~70 such rows. Is the expectation that vendor should provide rates for these roles/rows?	Yes, awarded DIR vendors will provide Specialist rates to DIR customers at the customer's request.
Q-1512	What is the preferred location of work for the roles provided in Bid Package 3 Attachment 5 ITSAC Not-to-Exceed Rates?	Please review the answer to question 96 in the Q&A document in Addendum No. 2.
Q-1513	Does the RFO permit offshore or nearshore staff?	Respondents must also comply with Section 4.9, Data Location, of Attachment 2 Standard Terms and Conditions.
Q-1514	Does the NTE rate include travel cost?	Please review RFO section 2.1.1.3, Hourly Rates, for the answer to this question.

Q-1515	Are respondents expected to hold NTE pricing for 5 years? Or, is there a revised NTE schedule expected at each renewal interval?	Please review the answer to question 23 in the Q&A document in Addendum No. 2.
Q-1516	In Bid Package 1 Exhibit B Respondent History and Experience, page 1, #2, vendors are asked which categories we are responding to. The two listed categories (Services, Related Services) do not match the high-level job categories found in Bid Package 3 Attachment 4 ITSAC Job Category, Title Descriptions. Does this mean that all responding vendors are responding for all job categories?	Services covers all ITSAC Job Categories and Title Descriptions. If your company is only responding for select Categories, please identify that in your response.
Q-1517	How is DIR expecting us to provide references when DIR state agencies themselves are refusing to provide? Most of our customers are govt agencies and have similar policies.	Please review the answer to question 68, 80 and 87 in the Q&A document in Addendum No. 2.
Q-1518	How many evaluation points are there for references?	Exhibit B, Respondent History and Experience, which includes references, is 60% of the weighted score.
Q-1519	Will DIR inform us if all 3 references have been received? Thanks	No.
Q-1520	RFO Page 20 2.3. Electronic and Information Resources (EIR) Accessibility As the solicitation is about non-product offerings, can DIR confirm that ACR (VPAT) submission is not required/applicable as part of the response package?	Please review the answer to question Q-1508.
Q-1521	RFO Page 22 Section 2.3.3 PDAA Submission and Self-Assessment Score As the current RFO is about ITSAC and staffing, does the respondent need to submit PDAA as part of the response package?	Please review the answer to question 85 in the Q&A document in Addendum No. 2.
Q-1522	RFO Page 22 Section 2.3.2 VADSIR Submission and Review As this is an ITSAC RFO, does the respondent need to submit VADSIR as part of the overall response package?	Please review the answer to question Q-1508.
Q-1523	Generic We currently hold a DIR ITSAC contract (DIR-CPO-4592) expiring on 08/31/24. Is this RFO DIR-CPO-TMP-579 going to replace the previous ITSAC contract?	Please review the answer to question 78 in the Q&A document in Addendum No. 2.
Q-1524	RFO Page 36 Section 3.8.4 Response Files Can DIR confirm the Response Files that are required/relevant to this ITSAC RFO?	File names were clarified in Addendum No. 1. Exhibit A also provides a listing of mandatory response documents.
Q-1525	Referring to "Attachment 5 ITSAC Not to Exceed Rates" - Would DIR provide the Not to Exceed Rates	DIR will not be providing an alternate format at this time.

	in a more user-friendly format such as Excel or Word?	
Q-1526	Referring to "Exhibit A Respondent Information, Attachment 1 Canceled Contracts, Pg. 12" - Our assumption is that DIR is interested in contracts that have been canceled for default or cause, including late delivery, failure to perform, poor performance, etc. Conversely, DIR is NOT interested in contracts that were canceled at the end of the contract term, or for the convenience of the parties. Will DIR confirm that Respondents are only to include contracts terminated for default or cause?	Per RFO section 3.8.3.3, Canceled Contracts References, Respondent shall provide the name, title, contact number and description of services provided for any contract that was canceled or prematurely terminated in the past five (5) years. Respondent shall include details on the reason for the cancelation and the Respondent's position relevant to the cancelation, including the final resolution of the contract cancelation.
Q-1527	Referring to "RFO-DIR-CPO-TMP-579 v2, Section 3.3. -Schedule of Events, Pg.26" - Due to the volume of information/ forms required and the timing of this submission, will the State of Texas have technical support available for questions on uploading submissions during the full week of November 20th? If not, is it possible to extend the submission date by one week?	Please see Addendum No. 3.
Q-1528	Referring to "RFO-DIR-CPO-TMP-579 v2, Section 4.2.2 Weighted Evaluation Criteria, A. Services and Related Services, bullet point 2, Pg.41" - The section states ?**Three (3) completed Exhibit F Reference Forms. DIR will only consider the first three (3) reference forms received? This looks like a typographical error, as the Vendor Reference Form is Exhibit E. Can DIR confirm if DIR is expecting: a) Both Exhibit E and Exhibit F from the reference b) Only Exhibit E from the reference c) Only Exhibit F from the reference.	Please review Addendum No. 1 where this is addressed.
Q-1529	GENERAL: Can client references use their personal email account to submit the reference forms to DIR?	DIR does not restrict this.
Q-1530	GENERAL: If a client point of reference is no longer at the agency (if they have retired or gone to another entity) can we use them as a reference for the work we did during their tenure at the referencing client?	The reference must be authorized to speak on the entity's/company's behalf. If they are no longer a part of the organization, they cannot speak on its behalf.

Q-1531	GENERAL: What is the preference for onsite vs. remote vs. hybrid work location?	Please review the answer to question 96 in the Q&A document in Addendum No. 2.
Q-1532	GENERAL: How many consultants are currently working under the current contract?	Please review the answer to question 63 in the Q&A document in Addendum No. 2.
Q-1533	GENERAL: Are all requirements sent to all vendors or can agencies choose vendors to receive them?	Please review the answer to questions 21, 120 in the Q&A document in Addendum No. 2.
Q-1534	Exhibit A Section 13 Subsection F page 4 of 13. The paragraph states "If there are no exceptions, the Respondent shall explicitly state in the Microsoft Excel document ?ABC_579_Exceptions.xlsx? that the Respondent takes no exception to any part of this RFO." Yet we cannot find an "Exceptions Spreadsheet" in Excel Format in the bid documents. There is a Word Document titled ESBD_File_337267_Bid Package 1 Exhibit A1 Exceptions Table. Is this the document Section F is referring to and if so, shouldn't we save as a .docx file instead of .xlsx? If not, please clarify where the Exceptions spreadsheet is located.	Please use Exhibit A1 Exceptions Table in its Word format.
Q-1535	Exhibit C - Page 2 - #6 - We are confused with what the following is asking for, "Include the process for the transfer of subscriptions among the users of a DIR customer entity to ensure uninterruption of services." What transfer of subscriptions is DIR referring to and how is this related to staff augmentation?	Exhibit C, Item 6 requests your response on how you will manage any awarded contract to "ensure uninterrupted, high-quality performance and overall contract effectiveness". If you are not providing any subscriptions, then you would not describe the transfer process of one.
Q-1536	General Question - We plan to submit our response early and so would not have access to any addenda that come out after our submittal. How will DIR handle that as it pertains to acknowledging addendum?	Please review RFO Section 2.1, Required Services and RFO Section 3.10 Right to Amend or Withdraw RFO where this is addressed.
Q-1537	General Question - In various places there are forms, exhibits or responses that allow for the fact that the forms/exhibits or responses may not be applicable for this response. Do want us to respond to each of these with a form and say ?N/A??	Without a specific reference to a specific exhibit of form we cannot definitively answer this question.

Q-1538	Vendor Conference Content & Questions - We understand the VPAT does not apply to this and neither does the Pricing Sheet?	Please review the answer to question 1, 120 in the Q&A document in Addendum No. 2.
Q-1539	Published Not-to-Exceed Rates - Since the published not-to-exceed rates are already a minimum of four years old will DIR consider a rate escalation formula for the out-years of this new contract. For example: a 2% increase in rates for years 4 and 5 of the contract.	Please review the answer to question 23 in the Q&A document in Addendum No. 2.
Q-1540	Published Not-to-Exceed Rates - Will DIR consider improving the level 1 and 2 rates across the board? The level 3 rates for most categories are achievable in this market ? though not easily. The level 1 and level 2 rates are becoming impossible to achieve with quality candidates. According to the awards data we have analyzed, 90% of the Level 1 and 2 awards are within 10% of the top end of the not-to-exceed rates. For a five-year contract, going forward, this allows no headroom for recognizing the reality of finding workers in the Austin area and what it takes to bring them to state contracting work.	Please review the answer to question 23 in the Q&A document in Addendum No. 2.
Q-1541	Exhibit A1 - Exceptions Table was provided to vendors by DIR in Word (.docx) format, but on pg. 35 of the RFO it states that our response file should be in Excel (.xlsx) format. Can we provide this part of our response in Word or PDF format?	Yes.
Q-1542	Exhibit E - The RFO says add potential references who have worked with you in the last five years but the first question on Exhibit E asks if you have worked with them in the last 2 years.	The client would select no if it has been more than two (2) years.
Q-1543	Exhibit F - Respondent Release of Liability notes that "This form must be completed/signed by respondent for each identified reference and submitted with the respondent's response.", however the RFO DIR-CPO-TMP-579v2 only calls for this form to be included for each company with whom the respondent has had a contract canceled or terminated early (RFO section 3.8.3.3). Do we also need to complete and sign a Release of Liability form for each company or agency we are asking to respond directly to DIR as a reference of our ability	Yes.

	to provide the requested services of the RFO (RFO section 3.8.3.2)?	
Q-1544	Marketing Plan - With all of the content you have that goes on for 3 pages ? that only leaves 4 pages for our content. Would you be ok with us taking out your question content and simply numbering our responses 1 thru N with our response content or raising the page limit to 10 pages?	Please see the answer to question Q-1501.
Q-1545	Marketing Plan - With all of the content you have that goes on for 3 pages ? that only leaves 4 pages for our content. Would you be ok with us taking out your question content and simply numbering our responses 1 thru N with our response content or raising the page limit to 10 pages?	Please see the answer to question Q-1501.
Q-1546	Question 3 - Provide an overview of the products and services proposed in the response and how the contract marketing plan supports the promotion of the proposed products and services to DIR eligible customers. There are no products available under this contract. What is your intention with asking for our overview of the ?products??	Please provide an overview of the services proposed in the response and how the contract marketing plan supports the promotion of the proposed products and services to DIR eligible customers.
Q-1547	Marketing Plan, Question 3 - How is the second part of Question 3 different from the content required in Questions 1 and 2?	The three questions are asking for different facets of your marketing and sales strategy and your description of how those strategies support the promotions of your services.

Q-1548	Marketing Plan, Question 7: A. Post NTE Rates. - No questions. B. The DIR sets all of these prices - Question: Are we really required to provide a discount? C. List with the description of staffing roles and/or services awarded; - Question: Do you want us to post positions we can provide if awarded or do you want positions we have provided and if you want a list of the ones we have already provided ? for what time frame? D. Instructions for obtaining quotes and placing Purchase Orders; - Question: Is it OK to point the website to this page on the DIR website? E. Warranty policies - No questions F. Return policies; - Question: Does this apply to this RFO?	You are encouraged to submit your most competitive response based on your company's business model. Attachment 4, ITSAC Job Category, Title Descriptions lists the approved roles under this solicitation, you should demonstrate your ability to provide any of those roles within the last five (5) years. Respondent shall not refer to information provided elsewhere in the RFO Response or reference website links.
Q-1549	RFO 3.8.3.3 What is the scope of the Canceled contracts? Is this limited to specifically prior DIR contracts or any customers at all who have cancelled a contract with Respondent?	The RFO states "any contract that was canceled or prematurely terminated in the past five (5) years", which would mean you are required to disclose all canceled contracts within that time frame.
Q-1550	Per Section 7.9 - #Q Trade shows. Historically, how often has DIR required respondents to do this? What are the trade shows planned in the next 3 years? How does DIR determine which Respondents are required to participate in the trade shows?	DIR will provide four (4) months advance notice, to awarded vendors, of any required participation. Frequency and types of conferences will be explained in the post-award meeting to awarded vendors.
Q-1551	Per 10.15A When must insurance coverage be demonstrated? Within 5 days of a contract with DIR? Or within 5 days of a contract with a customer?	Both, since any contract awarded under this RFO will be for "services which require that Successful Respondent's employees perform work at any Customer premises".
Q-1552	Standard T&C, 10.23. Public Info. When must Respondent produce the information for public disclosure? Is this only upon request? Where must the Respondent place this information?	The information is due upon request within the time limit expressed in the request.
Q-1553	"Sample Contract, 10.1.C. ""To allow for any training or orientation time, Successful Respondent shall provide such substitute Worker free of charge to the Customer for...""". Does this apply only to PO's from a Request for Resume? How would it affect work performed under a Request for SOW?"	It would work the same under a Request for SOW.

Q-1554	In ESBD_File_337267_Bid Package 1 Exhibit B Respondent History and Experience, #2. Indicate the Technology Category(ies) to which your company is Responding. It has services and related services listed in the table. Is the responder meant to change these generic services to specific services relevant to the responder? If so, is there a list of services that should be used such as commodity code description?	Please refer to the RFO document section 2.1 Required Services.
Q-1555	In the RFO section 2.2 Exclusions/ Out of Scope, it says custom application development services is not in scope. Can you expand on this topic for what is considered custom. For example, If a project resulting from this contract were for Software Updating and Upgrading Services and the DIR client asked the Developer to add a new feature while upgrading, is that new feature development allowed?	No, a new feature would be outside the scope of an update and would not be allowed.
Q-1556	Exhibit B Page 1 Section 1 Is it acceptable to include non-governmental customers as part of how our products/services have been used by customers?	Yes.
Q-1557	Exhibit B Page 1 Table 1 Section 2 Can you provide a sample of related services?	Please review the answer to question 6 in the Q&A document in Addendum No. 2.
Q-1558	1. Refer to: 4.2.1 Pass/Fail Criteria (page 40) A. Financial Information is a Pass/Fail review conducted by the Finance Group based on the Respondent?s financial stability as reported by Dun and Bradstreet; Respondent shall provide an accurate DUNS number on Exhibit A Respondent Information; the DUNS number shall correspond to the company address on file with Dun and Bradstreet. => Question: We would like to know if our financial information is as good as your required standards before preparing for further information. What factors/scores of Duns and Bradstreet report are considered ?Pass? your financial review so that we could check our Dun and Bradstreet report first to see if it passes or not? 2. Refer to: 4.2.1 Pass/Fail Criteria (Page 40) C.1. A score of less than ?C? in the Vendor Performance System; => Q: Where can we locate the Vendor performance system to see our current score? We are a new vendor who has never joined the state's program before, does it mean that we have no score in your Vendor performance	Please see the answer to question Q-1598 for the DUNS information. A vendor performance report search can be completed by navigating to https://www.txsmartbuy.com/vpts. The solicitation is open to the public. Respondents must 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 and meet the qualifications listed in the solicitation.

	system at the current? 3. Should we register to do business with the secretary of state first and obtain a certificate of authority to be able to bid for the program? Or should we wait until we are awarded and before contract execution? 4. Refer to: 2.1.3.1 Related Services (page 19) Related services are any value-added service that Respondent may perform as related to the products proposed in RFO Section 2.1.1 A. Related services include, but are not limited to, product installation, integration, maintenance and support, managed services and product training. ? Question: Should we list all positions/projects we are going to offer: IT staffing and related engineering projects as related services? 5. Refer to Exhibit G Vendor References => Question: Should raters/references sign the exhibit form before sending it to the state?	Additional information can be found on the Texas Comptroller Website at https://comptroller.texas.gov/purchasing/vendor/information.php. Additional information for foreign and out-of-state entities can be found at https://www.sos.state.tx.us/corp/foreign_outofstate.shtml. Exhibit E, Vendor References does not have a signature block.
Q-1559	Exhibit B Page 1 Section 3 Exhibit B states it is Respondent History & Experience. Are both paragraphs below to discuss history and related services? The second paragraph reads in the present.	The purpose of Exhibit B is for the Respondent to provide their experience, past and present, within the last five (5) years.
Q-1560	Exhibit B Page 1 Sections 1-4 How many pages, in total for Exhibit B, sections 1-4? The count I have is no more than 10 pages.	Please follow the page counts listed in the Exhibit.
Q-1561	Exhibit C Page 1 Section 3 Is this section where one lists all the commodity items that we will bid? Ie: 18 ? Cable Construction, Installation & Maintenance	DIR cannot tell you how to formulate your response. Please re-review the exhibit instructions for clarity
Q-1562	Exhibit C Page 1 Section 6 ? Can you provide an example of what types of subscriptions to which are referring? Software?	Exhibit C, Item 6 requests your response on how you will manage any awarded contract to "ensure uninterrupted, high-quality performance and overall contract effectiveness". If you are not providing any subscriptions, then you would not describe the transfer process of one.
Q-1563	RFO Page 36 Section 3.8.4 Response Files I don?t see any addenda, will those be posted on BidStamp?	Addendum to this RFO will be posted on the Electronic State Business Daily (ESBD), available

		at http://www.txsmartbuy.com/esbd.
Q-1564	General: Is there a limit on the number of vendors to be selected for award on this contract?	Please review the answer to question Q-1468.
Q-1565	General: What is the normal turnaround time from release of position to due date?	Individual customers will dictate the length of time a resume solicitation is posted.
Q-1566	General: What is the average duration of the roles that are released under this contract?	Please review the answer to question 20 in the Q&A document in Addendum No. 2.
Q-1567	Q1) In regard to Exhibit E Vendor Reference Form, a single customer or client is allowed to provide responses for all three references. Q2) In regard to Exhibit D HUB Subcontracting Plan HSP Form under page1, Section 1: Bid Open Date - Kindly inform us about the actual bid opening date to mention in the form.	The bid opening date is the Response Submission deadline.
Q-1568	Who is the incumbent for these services and for how long have they served DIR in this capacity?	Please review the answer to question 63 in the Q&A document in Addendum No. 2.
Q-1569	Are respondents required to bid on all positions and categories in order to be deemed responsive?	No.
Q-1570	If not all-or nothing, will bidding on only select positions negatively impact respondents? evaluation score?	Evaluation of responses will focus on areas set forth in RFO Section 4.2, Evaluation Criteria.
Q-1571	Page 30, Section 10.11 of the Standard Terms: What specific background checks and/or drug screens are required of the temporary staff?	That will be determined by the DIR Customer.
Q-1572	Page 30, Section 10.11 of the Standard Terms: To ensure FCRA compliance, it is our company?s policy to provide clients with an attestation of completion of background check pursuant to client?s requirements, but not the actual results. Will DIR accept letters of attestation in lieu of actual background check results?	That will be determined by the DIR Customer.
Q-1573	Page 30, Section 10.11 of the Standard Terms: Will respondents be allowed to pass through the costs for background checks and drug screens (at no additional markup) to DIR?	No.
Q-1574	RFO page 23, Section 2.5.1: Will respondents be disqualified or adversely impacted during the evaluation process if they were to submit exceptions to DIR?	Please review RFO Document Section 3.8.3.4 E and H, Exceptions to Requirements.

Q-1575	With respect to Affordable Care Act (ACA) costs, would DIR prefer these charges as a separate line item on the invoices, or instead incorporated directly into each respondent?s proposed rates?	All Not-to-exceed 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.
Q-1576	Could we propose a temp to permanent hire conversion fee in our proposal?	Please review the answer to question 91 in the Q&A document in Addendum No. 2.
Q-1577	RFO page 10, Section 1.3.3: Will this be a cooperative contract available to any government entity?	The contracts resulting from this RFO will be available to all eligible DIR customers. Customers include any Texas state agency, unit of local government, or institution of higher education as defined in section 1.3.3 of the RFO document.
Q-1578	If government-mandated costs or expenses are enacted during the contract term, will respondents be allowed to request rate increases to cover these higher rates?	Please review the answer to question 23 in the Q&A document in Addendum No. 2.
Q-1579	How many awards does DIR anticipate making?	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.
Q-1580	When does DIR anticipate completing its evaluation and notifying respondents of its recommended awardee(s)?	DIR anticipates notifying respondents of award recommendations in early 2024.
Q-1581	Bid Package 3 Attachment 5 ITSAC Not-to-Exceed Rates: What are DIR?s current rates and mark-ups for the positions listed in the solicitation?	Please review the answer to question 23 in the Q&A document in Addendum No. 2.
Q-1582	Is there any bond requirements?	No.

Q-1583	Exhibit B - Respondent History and Experience In Question #2, Technology Categories, does Respondent need to choose only "Services" as it is an ITSAC opportunity and no products / software solutions are being proposed? The RFO defines "Related Services" as value-added service that Respondent may perform as related to the products proposed.	Please review the answer to question 6 and 62, in the Q&A document in Addendum No. 2.
Q-1584	1)Please could you list which are the Exhibits mandatory required as part of the Vendor?s submission for the DIR-TMP-579 RFO	Please review the RFO Document and Exhibit A for a Mandatory Response Listing.
Q-1585	2)With respect to Table 4 Response Submission Files on Page 36 of 42 , We are a Firm providing IT Staffing personnel to DIR Customer either for a SOW(statement of work) or RFR (resume for request). We do not intend to provide services based on any COTS solutions we have and do not have COTS either. a.Are we required to complete the Exhibit I - Accessibility Conformance Report ? Or how are we to fill this Exhibit considering our offerings to this ITSAC . b.With reference to the same context of services we shall provide as above, are we expected to fill and submit Exhibit J - VADSIR (For Non-COTS)	Please review the answer to question 11, in the Q&A document in Addendum No. 2.
Q-1586	3)In Exhibit B ? Table 1. We are to select the category we are opting to providing for. Please explain on which page of the RFO document or Exhibits/Attachment are to be referred so to better understand (i) Services and (ii) Related Services	Please review the answer to question 6 and 62, in the Q&A document in Addendum No. 2.
Q-1587	4)To fulfil Section 3.8.3.2 References- -Can we use DIR?s customers with whom we have had successful ITSAC Contracts in another ITSAC contract as References	Yes.
Q-1588	5)In the Exhibit G EDGAR Form, there is a Conflict of Interest Questionnaire. We have an active contract by which we provide services to a State of Texas entity as a Vendor, however we do not have any employment relationship to a government officer there. Please confirm we are correct to answer the questions in this CIQ as ?not applicable?. We do understand we are to submit the Questionnaire signed with our name mentioned. Please confirm this.	Please leave the Conflict-of-Interest Questionnaire blank if you do not have an employment relationship with a government officer or you are not employed by a government officer.

Q-1589	Are any DIR customers going to use the wild card categories and open- ended rates that were provided in 2020?	DIR Customers must adhere to the NTE Rates for any resulting contract.
Q-1590	Exhibit I - Accessibility Conformance Report (ACR) Page 21, Section 2.3.B.1 and Section 2.3.1 *For the services provider, does the Respondent need to submit Exhibit I ? ACR (VPAT)? If there is no commercial product or managed service that includes a user interface?	Please review the answer to question Q-1508.
Q-1591	Bid Package 2 Exhibit E Vendor Reference Form - There is a portion that need to be completed by the Vendor requesting reference information. So, we would like to understand how to fill that portion in the document, as the reference form is directly sent by the Bid stamp portal to our references. Please confirm.	Please review the answer to question 31 in the Q&A document in Addendum No. 2.
Q-1592	Pass/fail criteria 1. Is the CPA vendor performance tracking score applicable if the supplier is not prime for an existing or prior state contract?	If the vendor has a score in the Vendor Performance System, it will apply.
Q-1593	Pass/Fail Criteria Is the CPA vendor performance tracking score applicable if the supplier is neither a prime nor a subcontractor for an existing or prior state contract?	Please see the answer to Q-1592.
Q-1594	Evaluation criteria What are the evaluation criteria that DIR would be using for the vendor selection here?	Please review RFO Section 4.2.2, Weighted Evaluation Criteria for the answer to this question.
Q-1595	3.8.3 Response Documents How is Gov Sector past performance factored in for the evaluation criteria for the award - is it mandatory or would equivalent private sector experience suffice?	Please see the answer to Q-1595.
Q-1596	Response document 3.8.3 Is a reference acceptable if the reference has changed companies from the original client for whom the services were provided?	No, your reference must be authorized to speak on the company's/agency's/entity's behalf that you provided the services for.
Q-1597	4.2.1 Pass/Fail Criteria For this RFP, is it a requirement to submit ACR and VADSIR documents or just PDAA will suffice?	Please review the answer to question Q-1508.
Q-1598	Exhibit A Under DUNS financial Stability what SER ratings is acceptable for DIR?	Dun & Bradstreet's Supplier Evaluation Risk (SER) Rating must be lower than 9.

Q-1599	Prior RFP award What is the process for requesting the prior award ITSAC contracts?	Written requests for existing information to DIR (like previous responses) may be submitted by visiting DIR's Public Information Management and Tracking System. DIR is open Monday through Friday 8:00 a.m. to 5:00 p.m. except on state recognized holidays. Any Public Information Requests submitted after these hours will be considered received on the next business day. All requests must be made in writing. Prior to submitting a formal request, you may want to review our FAQs or click the "Find Answers" button on our Public Information Management page to see if the information you seek can be found through DIR's Open Data Portal. Public Information Requests: https://texasdir.mycusthelp.com/WEBAPP/_rs/(S(iuh0jh2afzva1n33doajtnsk))/SupportHome.aspx?sSessionID=
Q-1600	Exhibit E ? Vendor Reference Form. When the Respondent clicks the Request Reference button and provides the Reference's email address, how fast does the reference receive the reference form?	We recommend that you send the reference form to your reference via email so that you can track receipt. DIR is not responsible for undeliverable emails sent through BidStamp VIS.
Q-1601	Exhibit E ? Vendor Reference Form. Could DIR please clarify the Reference submission process? How does Respondent send the completed Top Portion to each Reference? Will Respondents be CC?d when BidStamp sends Exhibit E to each Reference? Should Respondents ask each reference to CC the Respondent when the reference sends their response back to DIR?	Please review the answer to question 80 in the Q&A document in Addendum No. 2.

Q-1602	In the Exhibit B Table 2) ?Technology Category(ies) to which your company is Responding?, what Related Services would be deemed in scope for our response? We ask because in the RFO Section 2.1.3.1, Related Services is defined as ?any value-added service that Respondent may perform as related to the products proposed in RFO Section 2.1.1.A.? RFO Section 2.1.1 A does not mention products, nor are products in scope for this RFO.	Please review the answer to question Q-1586.
Q-1603	We understand that Related Services are ?any value-added service that Respondent may perform as related to the products proposed in RFO Section 2.1.1.A.? Also, Section 2.2 of the RFO excludes from scope ?Related services without also providing an associated service within scope?. Finally, Section 2.1 Scope, Required Services A states ?It is the responsibility of the Respondent to ensure the services proposed are within the scope of this RFO.? Please clarify what Related Services we may propose in Exhibit B, Section 2, Table 1 (Technology Category(ies) to which your company is Responding), would be considered in scope?	Please review the answer to question Q-1586.
Q-1604	RFO 4.2.2 Weighted Evaluation Criteria, section A.2, says ?Three (3) completed Exhibit F Reference Forms (Reference Forms must come to DIR directly from the Reference to be considered responsive.)? Please confirm it really should say ?Exhibit E Reference Forms? (not Exhibit F) and that ?Exhibit F ? Respondent Release of Liability? does not apply to Vendor/Respondent References. Exhibit F only applies to ?3.8.3.3 Canceled Contract References?.	This was addressed in Addendum No. 1. The Release of Liability is required for canceled contracts and all references.
Q-1605	In RFO 4.2.1 Pass/Fail Criteria, paragraph D states ?Respondents may fail this selection criterion for any of the following reasons: 1. Missing or incomplete ACRs for products listed on the itemized price sheet?. Since our response does not include any products nor does it include an itemized price sheet, please confirm Exhibit I (ARC/VPAT) is NOT required to be submitted.	Please review the answer to questions 10, 11, and 85 in the Q&A document in Addendum No. 2.
Q-1606	In RFO 4.2.1 Pass/Fail Criteria, paragraph D states ?Respondents may fail this selection criterion for any of the following reasons: 2. Missing or incomplete VADSIR for proposed development services on the itemized price sheet?. Since our	Please review the answer to questions 10, 11, and 85 in the Q&A document in Addendum No. 2.

	response does not include any proposed development services nor does it include an itemized price sheet, please confirm Exhibit J (VADSIR) is NOT required to be submitted.	
Q-1607	On page 32 of Appendix A Standard Contract Terms and Conditions, Section 10.22 Drug Free Workplace Policy, it states ?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.? Please specify, yes or no, if pre-employment drug screens for candidates are required in order to be in compliant with the Standard Contract Terms and Conditions. And if yes, is a 5-panel or 10-panel required?	That will be determined by the DIR Customer.
Q-1608	RFO Document Name:ESBD_File_337267_Bid Package 3 Attachment 5 ITSAC Not-to-Exceed Rates;Page:NA;Section:General;Question:Will there be Y-o-Y COLA adjustments on the not-to-exceed rates shared by DIR ?	Please review the answer to question 23 in the Q&A document in Addendum No. 2.
Q-1609	RFO Document Name: DIR-CPO-TMP-579; Page: page 10; Section:1.3.2 DIR Information; Question: Is the scope of IT Training and educational events limited to the Commodity items listed at the beginning of the document or are trainings open to any type of IT, application, or technology methodology?	Please review the answer to question 71 in the Q&A document in Addendum No. 2.
Q-1610	RFO Document Name: DIR-CPO-TMP-579; Page: NA; Section:3.8.3.2 Respondent References; Question: What would be the subject line for the email sent out by DIR to the reference clients? This will help us inform the reference client that the email is not a spam.	Please use "*Reference Submission: DIR-CPO-TMP-579 - Respondent Name*".

Q-1611	RFO Document Name: DIR-CPO-TMP-579; Page: page 41; Section:4.2.2 Weighted Evaluation Criteria; Question: Will respondents be given communication/confirmation when the DIR has received a completed Exhibit F Reference Form from a customer reference?	No, this would not be administratively efficient for DIR.
Q-1612	RFO Document Name: DIR-CPO-TMP-579; Page: NA; Section: General; Question: Can remote workers (e.g., off-site or offshore) be used to support this engagement?	Please review the answer to question 96 in the Q&A document in Addendum No. 2.
Q-1613	RFO Document Name: DIR-CPO-TMP-579; Page: page 1; Section: Commodity Item List; Question: Are there any hardware, software, or hosting service standards that are utilized and mandated across the entities that the DIR serves? i.e., Specific technologies, cloud service providers, COTs applications, etc.	Those products are out of scope of this RFO. Please see RFO section 2.2, Exclusions/Out of Scope.
Q-1614	RFO Document Name: ESBD_File_337267_Bid Package 3 Attachment 2 Standard Terms and Conditions; Page: page 23,29; Section:10. SUCCESSFUL RESPONDENT RESPONSIBILITIES; Question: Are the clauses on Indemnification and Limitation of Liability mentioned in section 10 (SUCCESSFUL RESPONDENT RESPONSIBILITIES) of the Standard Terms and Conditions document negotiable?	Please review section 3.8.3.4, Exceptions to Requirements (including Appendix A Standard Terms and Conditions) in the RFO document.
Q-1615	Exhibit I: Accessibility Conformance Report (ARC also referred to as VPAT). Q: Since this RFP is to provide only Staff augmentation and related services, VPATs are not applicable and are not required with submission. Do we need to submit a file named ABC_579_ ACR_Brand and write not applicable, Please clarify.	Please review the answer to question Q-1508.
Q-1616	Exhibit F Reference Q: Will DIR consider submitting sub-contractor references? Please clarify.	No.
Q-1617	2.1.1.2 Requests for Resume, Page 15, 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. Q: How does DIR prefer to conduct the interview, in person or virtually through team meetings? Please clarify.	DIR Customers will notify the Successful Respondent on how interviews will be conducted.

Q-1618	Pricing Q: No pricing rate or range will be required as a part of the response submission. Vendors only need to agree not to exceed the Attachment 5 ITSAC Not-to-Exceed Rates. Please provide guidance.	Yes.
Q-1619	Attachment 5 ITSAC Not-to-Exceed Rates Q: There are no rates provided for specialist positions. Is there any specific reason? Any guidance will be helpful.	The specialist level was included for niche/specialized experience that may not be mentioned in the standard role description or exceed the experience levels already listed in title descriptions in Attachment 4, ITSAC Job Category, Title Descriptions.
Q-1620	"2.1.1 Services H. There are two (2) types of solicitations allowable under this Contract. 1. 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; 2. 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. Page 14" Q: How DIR will select companies for the 2 types of delivery and if they only choose a limited number for a need, how is that selection process made?	Please review section 7 of Attachment 1, Sample Contract_ITSAC for the answer to this question.
Q-1621	Attachment 5 ITSAC Not-to-Exceed Rates What are the definitions of the levels of experience on the Not to-Exceed Rates Card?	Please review Attachment 4, ITSAC Job Category, Title Descriptions.
Q-1622	Attachment 5 ITSAC Not-to-Exceed Rates Can we use offshore/ nearshore resources?	Please review the answer to question 96 in the Q&A document in Addendum No. 2.
Q-1623	Does the vendor reference provider need to be from a State/ Govt. agency?	Please review the answer to question 80 and 100 in the Q&A document in Addendum No. 2.
Q-1624	Attachment 5 ITSAC Not-to-Exceed Rates Can we follow our GSA rates?	Attachment 5 ITSAC Not-to-Exceed (NTE) 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.

Q-1625	Do we need to hand sign the forms in the response or would electronic signatures be considered?	If you are using the electronic signature function, please be sure that there is a valid electronic signature, and not just a typed name in the signature field. If you are not able to include a valid/verified electronic signature on pages where a signature is required, please print that page, ink sign and upload a copy to the BidStamp portal.
Q-1626	Attachment 5 ITSAC Not-to-Exceed Rates What is the specialist definition /what are the qualifications of the specialist?	Please review Attachment 4, ITSAC Job Category, Title Descriptions.
Q-1627	Exhibit C: Contract Marketing and Customer Support Plan - Question 7 pg 2 For services that are similar to other services provided to non DIR clients ? are they not required to be on the page?	Please adhere to the instructions in the exhibit and the standard terms and conditions.
Q-1628	Exhibit C: Contract Marketing and Customer Support Plan - Question 7 pg 2 What website builder does DIR use?	We cannot disclose that information.
Q-1629	Exhibit C: Contract Marketing and Customer Support Plan - Question 7 pg 2 On what frequency of marketing correspondence does the DIR expect from vendors?	DIR does not dictate the frequency of your marketing.
Q-1630	Exhibit C: Contract Marketing and Customer Support Plan - Question 7 pg 2 Are there potential Customer Channels that are more active than others? If so, which channels?	We cannot assist vendors with their market analysis.
Q-1631	Exhibit C: Contract Marketing and Customer Support Plan - Question 7 pg What social channels are expected to be included for DIR Customer consumption?	DIR does not dictate social channels used for DIR Customer consumption; we provide some examples in the Exhibit as a courtesy.
Q-1632	"In reference to Section 3.8.4 Response Files" is it mandatory to provide Exhibit I: ACR (VPAT) and Exhibit J: VADSIR with our submission as it doesn't match with the scope of the contract?	Please review the answer to question Q-1508.
Q-1633	Is it mandatory to send the reference forms via the option of "Request Reference" on the BidStamp VIS	Please review the answer to question 31 in the Q&A document in Addendum No. 2.

	Portal or we can email our clients the Exhibit E Vendor Reference Form?	
Q-1634	Question #1 Reference Document: RFO DIR-CPO-TMP-579 v2 Page: 22 Section Number/Title: 2.3.3 PDAA Submission and Self-Assessment Score Paragraph Number: B. Question: Will DIR please provide the scoring range for the Respondent, and how DIR will evaluate this score?	Please review the answer to question 104 in the Q&A document in Addendum No. 2.
Q-1635	Is it mandatory to submit a social security number in the Exhibit A	Exhibit A requests your FEIN. FEIN is the identifying number that the federal Internal Revenue Service (IRS) uses to identify a business based on payroll and tax records.
Q-1636	Can we submit an additional answer in Exhibit J VADSIR form and attach it in that form, or can you please provide Exhibit J VADSIR in Word format?	Please review the answer to question Q-1508. You may make additional pages attached in the form, if needed.
Q-1637	Question #2 Reference Document: RFO DIR-CPO-TMP-579 v2 Page: 33 Section Number/Title: 3.8.1.2 Solicitation Response Requirement Paragraph Number: C. Question: "Respondents should note that DIR expects each Respondent to comply with the requirements of this RFO as written, and to price its Response accordingly." Will DIR please clarify that the Respondent is not required to submit pricing as part of this response?	This was addressed in Addendum No. 1. The wording of "Itemized pricing" has been removed from Exhibit A and RFO. This solicitation does not require you to complete a pricing form or enter pricing.
Q-1638	Question #3 Reference Document: RFO DIR-CPO-TMP-579 v2 Page: 36 Section Number/Title: 3.8.4 Response Files Paragraph Number: Table 4 Question: The table is missing Exhibit E Vendor Response Form. Will DIR please consider revising the RFO to include this?	Table 4 summarizes the files to be loaded into the BidStamp VIS by the Respondent in order to be considered a complete Response. The references will not be loaded into BidStamp VIS by the Respondent, but by DIR.
Q-1639	Question #4 Reference Document: Bid Package 1 Exhibit A Respondent Information v2 Page: 6 Section Number/Title: 16) Statement of Compliance Paragraph Number: A.3. Question: The table is missing Exhibit E Vendor Response Form. Will DIR please consider revising Exhibit A Respondent Information to include this?	Please review the answer to question Q-1638.

Q-1640	Question #5 Reference Document: General Page: N/A Section Number/Title: N/A Paragraph Number: N/A Question: Will DIR please clarify if the name of the Contract is "Information Technology Staff Augmentation Contract (ITSAC)" or "Information Technology Staffing Contract (ITSAC) Services?"	Information Technology Staffing Contract (ITSAC) Services is the name of the RFO.
Q-1641	Question #6 Reference Document: RFO DIR-CPO-TMP-579 v2 Page: 14 Section Number/Title: 2.1.1.1 Statements of Work Paragraph Number: A.1. Question: There is no content under this subsection/number. Will DIR please clarify what this subsection/number should read?	This is a typo. There should only be three bullets.
Q-1642	Question #7 Reference Document: Bid Package 2 Exhibit E Vendor Reference Form v2 Page: 4 Section Number/Title: Vendor Reference Evaluation Scoring Paragraph Number: All Question: Will DIR please clarify how this Form will be evaluated (i.e., an average score of Excellent (3) is worth xx points or something similar)?	This will be evaluated with your Exhibit B and will contribute to 60% of your score.
Q-1643	Question #8 Reference Document: RFO DIR-CPO-TMP-579 v2 Page: 36 Section Number/Title: 3.8.4 Response Files Paragraph Number: Table 4 Question: The table has Exhibit F named as "ABC_579_Exhibit G.pdf.? Will DIR please rename this Exhibit as Exhibit F rather than Exhibit G?	Please review the documents in Addendum No. 1.
Q-1644	Question #9 Reference Document: Bid Package 1 Exhibit A Respondent Information v2 Page: 10 Section Number/Title: B. Certification Statement Paragraph Number: 20 Question: Will DIR please revise Exhibit A Respondent Information so this sentence reads, "NOTE: If ?have? is checked, Respondent must complete and submit the following: Exhibit A, Attachment 1 and Exhibit F Respondent Release of Liability (for each canceled contract)?"	DIR will not be editing the language as the instructions to submit Exhibit F are contained in RFO Section 3.8.3.3, Canceled Contract References.
Q-1645	Exhibit H Policy Driven Adoption for Accessibility (PDAA) - Vendor Self-assessment pertains to accessibility and since this is a staff augmentation solicitation are we required to fill in and submit this as part of our response.	Please review the answer to question Q-1508.
Q-1646	Exhibit B Q3 - We assume that we will be evaluated on similar work we have done for any company or government agency, not necessarily from the State of Texas. Please confirm.	This is correct.

Q-1647	Exhibit E- We assume we can provide three (3) references from any company or government agency, not necessarily from the State of Texas. Please confirm. When our client references respond to DIR directly, are they allowed to copy the respondent on the e-mail?	DIR does not restrict this. The Respondent should not attempt to relay the email to DIR.
Q-1648	Attachment 5 ITSAC Not-to-Exceed Rates We assume that the selected vendor has to agree to the hourly rates mentioned in ?Attachment 5 ITSAC Not-to-Exceed Rates? and is not needed to provide any pricing information as a part of its response. Please confirm. Do we need to provide hourly rates for the Specialist level in Attachment 5 ITSAC Not-to-Exceed Rates as the rows corresponding to it are left blank? If not, what does the blank row signify?	Respondents must agree to provide all services under any resulting Contract for NTE rates or less. Specialist level hourly rates may be negotiated with DIR customers, at customer request, after award. No pricing is to be entered at this time.
Q-1649	RFO Section 1.3.5-Cost recovery Page 12 Do the administrative fees need to be included anywhere in our response or it is only for informative purposes and will be applicable in the future when we are awarded actual work? If to be included, in which section will it be included in our response?	Respondent agrees, if awarded a contract, to abide by the Cost Recovery fee by submitting their signed response. The Cost Recovery fee should be included in the hourly rate, NTE Rates.
Q-1650	RFO Section 2.1.1-Services Page 13: What would be the minimum length of such projects for which DIR customers would require resources? Sub Section H Page 14: What is the difference between the work that will be solicited under ?Statement of Work? for this contract from the work that is solicited under your DBITS contract?	Please also review the answer to question 20 in the Q&A document in Addendum No. 2, for project length. Deliverable-based IT solutions are not in scope for IT Staffing services, this solicitation is for contracts for personnel only.
Q-1651	RFO General ? How many vendors are you planning to select as a result of this RFP process? ? Will all the existing vendors again submit their proposal in response to this RFO or their contract will be automatically renewed? ? What is the budget allocated for this contract? ? How many staff augmentation requests were made by the State in the past years? ? How many staff augmentation requests does the State anticipate in this contract?	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. All contract(s) awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases. Please also review the answer to question 78 in the

		Q&A document in Addendum No. 2.
Q-1652	For solicitation DIR-CPO-TMP-579, RFO page 1: Which of these Commodity Items require ICT?	Please review the answer to question 85 in the Q&A document in Addendum No. 2.
Q-1653	For solicitation DIR-CPO-TMP-579, Exhibit J: Can we provide staffing resources to an Agency's job request without our firm having an ICT accessibility process in place?	Please review the answer to question 85 in the Q&A document in Addendum No. 2.
Q-1654	For solicitation DIR-CPO-TMP-579: If we are NOT responding to a Texas Agency solicitation that includes one or more of the following Information and Communications Technologies (ICT), do we still need to complete the below: ESBD_File_337267_Bid Package 2 Exhibit I Accessibility Conformance Report (ARC) ESBD_File_337267_Bid Package 2 Exhibit H Policy Driven Adoption for Accessibility (PDAA) ESBD_File_337267_Bid Package 2 Exhibit J VADSIR (For Non-COTS)	Please review the answer to question 85 in the Q&A document in Addendum No. 2.
Q-1655	For solicitation DIR-CPO-TMP-579: In Exhibit C, question 6, page 2, what is ?transfer of subscriptions? referring to?	Please see the answer to question Q-1562.
Q-1656	For solicitation DIR-CPO-TMP-579: In Exhibit C, question 9, what do you mean by ?bundled services??	This question was answered in question 38 of the Pre-proposal Q&A document.
Q-1657	For solicitation DIR-CPO-TMP-579: In Exhibit C, question 9C, what is meant by ?tracking communications??	The intent is for you to describe how will you keep record of communications between you and customers.
Q-1658	For solicitation DIR-CPO-TMP-579: Is there a specific place (Form) where we need to identify the Commodity Items that we are responding to?	Please review Exhibit B.

Q-1659	Exhibit A Respondent Information, Item 13 G. (page 4) In item 13 G the Standard Contract Terms and Conditions are identified as Attachment 1. In the bid package, and in the RFO these are identified as Attachment 2. Please confirm we are to return a red-lined version of Attachment 2 Standard Terms and Conditions with our response.	Respondent should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 13 of Exhibit A Respondent Information. Failure to abide by these instructions may result in DIR rejecting all exceptions submitted by the Respondent.
Q-1660	Exhibit E Is it mandatory to submit the Exhibit E-Vendor Reference form to our customers through the BidStamp VIS or we can directly send it to our contact?	Please review the answer to question 31 in the Q&A document in Addendum No. 2.
Q-1661	RFO (page 36) Section 3.8.4 Response Files In the table on page 36, Exhibit F Respondent Release of Liability is identified in the Form of Response column as ?ABC_579_Exhibit G.docx?. Please confirm the name of this document should be ?ABC_579_Exhibit F.docx?.	Please review the answer to question 1 in the Q&A document in Addendum No. 2.
Q-1662	Exhibit A Respondent Information, Attachment 1 (page 12) The instructions on this Attachment ask for a signature, but no signature field is provided. Should we add one?	Please review page 11 of Exhibit A.
Q-1663	RFO (page 27) 3.3.2 Written Questions and Official Answers In the event that RFP updates occur after the Q&A period, will you provide additional time so respondents can ask clarifying questions regarding those updates? If so, how many business days will respondents have to submit follow-up questions?	DIR may allow addition questions if a material change is made to the solicitation.
Q-1664	Exhibit F Please confirm that we are only required to submit 3 Signed Exhibit F corresponding to the 3 Exhibit E -References Can the state confirm if the signed Exhibit F also needs to be sent directly to DIR with the Reference Form, or does this exhibit need to be submitted as a part of our response?	A signed Exhibit F, Respondent Release of Liability needs to be uploaded in BidStamp as part of your response. The reference form should be sent via email directly to dir-cpo-tmp-579@dir.texas.gov from your client/reference.

Q-1665	Reference: Bid package, Exhibit J: VADSIR form Our organization will likely be providing development resources. However, many of those resources are not currently on our ?bench? or are not employees; We will engage them in the hiring/recruiting process once we receive a request for resources. How would DIR recommend we complete the VADSIR if we are not currently working with the resources that we will place on development projects? Because the resources have not been identified, we are not yet able to tell you how these resources were trained on assistive technology, what types of tools they use to track defects, and what tools they use to test with assistive technology.	Please review the answer to question 85 in the Q&A document in Addendum No. 2.
Q-1666	9. Is this a re-compete RFP? If yes, a. Could you please the name of Current Suppliers (who are currently providing services to Agency)? b. Could you please share current Suppliers pricing and Proposals? c. When the existing contract was started, and what is the annual monetary spent value of the current contract since inception? d. How many resources are currently engaged in the current contract? e. Can you please share the no. of positions served in previous years under this contract? f. Can you please share the amount of business each vendor did under this contract in previous years?	Please review the answer to questions 39 and 78 in the Q&A document in Addendum No. 2. Sales were listed in the RFO document in Table 1.
Q-1667	10. Is there any local preference for this contract?	Please review the answer to question 22 in the Q&A document in Addendum No. 2.
Q-1668	11. Would you be accepting references from public as well as commercial entities?	Please review the answer to question 100 in the Q&A document in Addendum No. 2.
Q-1669	13. How many vendors agency is planning to select?	Please review the answer to question Q-1468.
Q-1670	15. Can you please confirm the most commonly filled positions of this contract?	Please review Attachment 4 ITSAC Job Category, Title Descriptions.
Q-1671	1. Do we need to submit separate proposal for each of the two (2) types of solicitations i.e., ?2.1.1.1 Statements of Work? and ?2.1.1.2 Requests for Resume?? Please confirm.	No.

Q-1672	2. If we intent to submit our response to both of the two (2) types of solicitations, can we include single response for both of the solicitation under this contract? Please confirm.	Please review Exhibit B, Exhibit C and the RFO document for response requirements
Q-1673	3. Will the Department give preferences to the vendor who would be bidding for providing both ?services? as well as ?Related services?. Please confirm.	Respondents will be evaluated and scored on their response to Exhibit B, Exhibit C, and their references.
Q-1674	4. How much extra points will be given to the vendors in the proposal evaluation criteria, if it is bidding to provide both ?services as well as ?Related services?. Please confirm.	Please review the answer to Q-1674.
Q-1675	5. Could you please confirm whether question 1 in exhibit C is inquiring about the vendors' strategy to attract staffing personnel for the various staffing roles required by the client or if it is asking about the vendor's strategy to market and reach clients who can utilize the services solicited under this RFO? Please confirm.	To accurately answer Exhibit C, question 1, you will need to describe your company's strategy for marketing and selling the services listed in this RFO to eligible DIR Customer Channels.
Q-1676	ESBD_File_337267_Bid Package 1 Exhibit D HUB Subcontracting Plan HSP Sample Form This is in the reference RFO DIR-CPO-TMP-579, we are submitting the response for this RFO. Meanwhile another vendor company has approached us to work as subcontractor for the same RFO DIR-CPO-TMP-579. We would like to know if we can partner with vendor as subcontractor since we are also submitting RFO separately?	Yes.
Q-1677	6. Do we need to submit these our response in single document or we need to submit response to each required attachment separately? Please confirm.	Table 4 summarizes the files to be loaded into the BidStamp VIS individually to be considered a complete Response, with the corresponding file names.
Q-1678	7. Could you please confirm if ACR and VADSIR are applicable for this contract?	Please review the answer to question 85 in the Q&A document in Addendum No. 2.
Q-1679	We understand Texas DIR has not indicated when you anticipate answering vendor questions. For requests similar in size and scope, and given the upcoming Thanksgiving holiday, we typically see a minimum of two weeks (ten business days) between the release of the Q&A and the due date of the proposal. This time allows participating vendors to	DIR reasonably anticipates posting answers to the questions within14 calendar days of response.

	incorporate feedback into their proposals, thus ensuring comprehensive and competitive proposals for you to review. Is Texas DIR willing to follow this best practice?	
Q-1680	Exhibit B ? Respondent History and Experience Are the Services in ?Table 1: Category(ies) to which Respondent is Responding? same as the Commodity Items in the first 5 pages of the RFO (DIR-CPO-TMP-579 ? Page 1?5)?	Yes.
Q-1681	Please define co-op contract.	DIR Cooperative Contracts function as Master, zero-dollar contracts that DIR Customers use to order IT products and services. Please review RFO Section 1.3.3, Information Technology Acquisition additional information.
Q-1682	Please confirm that Attachments 1 (Sample Contract) and 3 (ITSAC IT Staffing SOW Template) are for reference only.	These documents will become part of any awarded DIR Contract resulting from this solicitation.
Q-1683	There are two different checklists provided for responses. One is in the document labeled ESBD_File_337267_ESBD_File_337267_RFO DIR-CPO-TMP-579 (1), and the other is in Attachment A. Some examples of discrepancies are below: a. If not Exhibit A, there is no checklist for the file labeled Exhibit E (Vendor Reference Form). b. If Exhibit A, Exhibit E is referenced as Itemized Pricing, but the file labeled Exhibit E is for Vendor References. c. If Exhibit A, there is no checklist for the file labeled Exhibit E (Vendor Reference Form). d. If Exhibit A, the checklist states that Exhibit H is the EDGAR Certification Form, but the EDGAR Certification Form file and its content is labeled Exhibit G. The checklist also states that: i. Exhibit I is the PDAA Form, but the PDAA form file and its content is labeled Exhibit H; ii. Exhibit J is the ACR Form, but the ACR form file and its content is labeled Exhibit I; and iii. Exhibit K is the VADSIR Form, but the VADSIR form file and its content is labeled Exhibit J. e. When opening the file labeled ESBD_File_337267_Bid Package 2 Exhibit F	Addendum was posted to address this issue.

	Respondent Release of Liability, it is called Exhibit H Respondent Release of Liability in the document. To ensure our compliance with your required forms, please provide a final checklist for our submission, along with the complete list of files required with matching file names.	
Q-1684	Exhibit B ? Respondent History and Experience ? Page 1 On page 1 in Exhibit B, what's the difference between Services and Related Services in ?Table 1: Category(ies) to which Respondent is Responding??	Please review the answer to question 6 in the Q&A document in Addendum No. 2, RFO Section 2.1.1, Services and RFO section 2.1.3.1, Related Services.
Q-1685	Is the Manufacturer Letters of Authorization applicable to this opportunity? If yes, please provide details on what is required here.	Manufacturer Letters of Authorization are only applicable for products you manufacture or for products from other manufacturers.
Q-1686	What is the three-digit identifier to be used in all file names for this opportunity?	Please review the example given in the RFO, section 3.8.1.2, Solicitation Response Requirement and Table 4.
Q-1687	RFO - Exhibit A, Attachment 1 Canceled Contracts Section 3.8.3.3 Page 34 Are these for canceled governmental contracts only or do they include commerical contracts?	It includes "any" canceled contract per the instructions in the exhibit.
Q-1688	Exhibit G ? Part C If the comment does not apply (i.e. we are not a construction company), is it appropriate to answer N/A?	No. The certifications and provisions are required and apply when certain DIR customers expend federal funds for any contract resulting from this procurement process.

Q-1689	Exhibits H (Policy Driven Adoption for Accessibility (PDAA)), I (Accessibility Conformance Report (ACR)), and J (Vendor Accessibility Development Service Information Request (VADSIR)) do not apply to our firm, as we ourselves do not offer software development services. The consultants we would place for Texas DIR would be providing those services. As such, these forms are not applicable to our response. Is this acceptable to Texas DIR? How are we to respond to each of these exhibits and remain compliant in our response?	Please review the answer to question 85 in the Q&A document in Addendum No. 2
Q-1690	If all our resources are W-2s through our firm, is this acceptable to Texas DIR, or must we meet 26 percent of our services to HUB subcontracting partners?	You made elect to select/complete self-performing on your HSP. You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) up to seven (7) working days before the RFO submittal at dir.hub@dir.texas.gov; please copy alexis.jimerson@dir.texas.govon all requests.
Q-1691	How would us not partnering with HUB subcontracting partners affect our score in the evaluation process?	HSP is not scored. If you will be performing the work yourself, you can elect to self-perform. You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) up to seven (7) working days before the RFO submittal at dir.hub@dir.texas.gov; please copy alexis.jimerson@dir.texas.gov on all requests.

Q-1692	We understand this is an opportunity to become an approved vendor with Texas DIR, and therefore an opportunity to receive future RFPs for future contingent labor and SOW needs. If we must partner with HUB subcontracting partners (26 percent of our services), is it acceptable to Texas DIR that we provide a statement that we intend to act in good faith to meet this requirement, along with information on our diverse subcontracting partner program, with the expectation that we will provide all required subcontracting partner information to Texas DIR upon issuance of an opportunity to place contingent workers? We understand Texas DIR is requesting that, if we do not agree with the terms of the proposed master services agreement (MSA) as-is, we list any exceptions to the MSA. It is considered a best practice in our industry to not provide redlines to any proposed contractual terms and conditions at the RFP stage. We have found that it is a best practice to negotiate with our clients upon selection, so that we can clearly understand your needs and reach mutually beneficial, agreed upon terms. Given this best practice, will Texas DIR: a. Accept no redlines based on the agreement and understanding that our firms will negotiate to mutually agreeable terms; or b. Accept a summary of points we would like to discuss in negotiations between our firms to determine mutually agreeable terms?	HSP is a mandatory document, failure to complete the HSP may result in disqualification. Please also review the answer to question Q-1614 in reference to exceptions.
Q-1693	BidStamp Portal Response Upload In the response submission section of BidStamp, there is a drop-down to indicate the document being uploaded. It appears there are several required documents that do not have an associated drop-down such as Exhibit G EDGAR, Exceptions, and Exceptions Redline. Please confirm these should by uploaded with the selection of "Other".	Confirmed. Please ensure you are carefully reviewing the dropdown menu for proper upload.
Q-1694	BidStamp Portal Response Upload In the response submission section of BidStamp, there is a drop-down to indicate the document being uploaded. It appears some of the options do not apply to this solicitation as a stand-alone document, such as Service Agreement (n/a), List of Cancelled Contracts (part of Exhibit A), Price List (n/a), Vendor Qualifications form (part of Exhibit B), Non-	Please review the RFO Document and Exhibit A for a Mandatory Response Listing.

	disclosure Agreement (n/a), and Accessibility Development Services Form (aka VADSIR). Please confirm these are not stand alone response files to be uploaded.	
Q-1695	Section 2.1.1 As per Section 2.1.1.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. Also, as per Section 2.1.1.E., Successful Respondent shall not provide unsolicited resumes to Customers. Are we required to submit resumes with our bid response? If yes, are we required to submit sample resumes or actual candidate resumes? Section 3.8.4 Do we need to submit Exhibit I and J with our response to this RFO? Are these exhibit applicable for this RFO? Exhibit B, Page# 1 Since this is a staff augmentation request, on Exhibit B, do we need to submit our past experience for both ?Service? and ?Related Service? categories in the Table 1. Can you please clarify what scope is included in ?Related Service? category for this RFO?	Please review the answer to questions 6, 62, 82 and 85 in the Q&A document in Addendum No. 2
Q-1696	May we send the reference form & release of liability to more than 3 references? If yes, how will DIR determine what references are considered in the event all respond? May references cc us when they email the form to DIR?	Please review the answer to question 65 in the Q&A document in Addendum No. 2. DIR does not restrict the reference from copying the Respondent, however we do not encourage.
Q-1697	How many positions has DIR requested in the last 3 years? What has been the average or typical duration (in days, months, or hours) for positions? What is the required response time from when DIR makes a request for a temporary contractor to when a vendor is expected provide candidates? How will DIR choose a candidate from one the awarded vendors? Since, vendors will have different rates and candidates with different skills and experience. Will that contract allow a vendor to bill for overtime, even in just cases of travel? Would DIR please provide the weights of each evaluation criteria (4.2.2	This solicitation is intended to result in the award of master contracts. Please review Bid Package 3 Attachment 1 Sample Contract_ITSAC for the request process. Please review RFO section 2.1.1.3, Hourly Rates, for the answer about travel and overtime. Please review the answer to question Q-1518 for weights. For the PDAA score question, please see the answer

	Weighted Evaluation Criteria Pg. 40)? Exhibit B. 6. Table 2 & 3, Pg 2. Is DIR only seeking information on Texas Independent School Districts? Exhibit H. PDAA. As a staffing firm, we do not develop ICT or accessibility policies as our contractors follow the guidance from our clients they are placed with. Will our response be scored negatively if our responses to this worksheet are 0?	to question 104 in Q&A document in Addendum No. 2. In reference to Exhibit B, please answer based on the market segments you have serviced.
Q-1698	ESBD_File_337267_RFO DIR-CPO-TMP-579/ Page 15 - "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. For the above point, we request the agency to increase the replacement time frame to 14 days. "	DIR will not be editing this language at this time.
Q-1699	Q1. What is the last date for addenda? Q2. Does the vendor have to be HUB zone certified to be awarded this RFP? 3.4. Page no 23-24	Please review the answer to question 70 in the Q&A document in Addendum No. 2 for the HUB question. At the discretion of DIR, the scope of this RFO may be modified by an Addendum. It is the responsibility of the Respondent to monitor ESBD for Addendum updates and to make any necessary adjustments to its response accordingly.

Q-1700	To assist offerors in providing accurate, directly comparable, and efficient proposals that best meet the needs of DIR for RFO DIR-CPO-TMP-579, would DIR please: 1. Confirm how many awards/contracts are anticipated as a result of this RFO? 2. Provide DIR?s anticipated budget for this contract and the budget source? 3. Provide information on current ITSAC vendors (e.g., list of awardees, $ spent on each vendor contract, etc.)? Can DIR confirm whether each vendor is eligible to bid on this opportunity? 4. Describe which items, if any, must be included from offerors? subcontractors in offerors? proposals? 5. Confirm that neither a technical approach to providing staffing augmentation services, nor a price quote/pricing sheet will be required with offerors? responses? 6. For existing and future contracts what is the division of on-site vs. remote work requirements? Thank you, we look forward to receiving the answers to these questions to help with preparation of our response to the subject RFP.	Please review the answer to question Q-1468 in reference to anticipated awards. Please review the answer to questions 1, 37, 39 and 96 in the Q&A document in Addendum No. 2 in reference to current ITSAC vendors and eligibility to bid.
Q-1701	Regarding Ex. F - Respondent Release of Liability - Is this form intended to be signed by the vendor/respondent only or by the person giving the reference? or both?	Respondent Release of Liability should be filled out and signed by the Respondent.
Q-1702	Especially given that vendor reference forms may have gone out with a header corrected since through one or more addenda, will DIR accept references or other RFO response files that were labeled inconsistently with the instructions, filenames, etc.?	If DIR, received the reference form from the reference prior to the posting of Addendum No. 1, we will accept it with the incorrect header.
Q-1703	RFO page 27 - 3.4 HUB: is the "total contract value" to be estimatedate off of anticipated annual value or the anticipated value over the life of the contract?	Yes.
Q-1704	Regarding the HSP pages 7-10: If historically we have used Method A, yet haven't hit 26% goal, will we be penalized if we still use Method A and make a good faith effort to hit 26%? Or should we use Method B using last year's actuals?	Please review the answer to question 40 in the Q&A document in Addendum No. 2.

Q-1705	Regarding Sample HSP Form Page 1 - can you please define "continuous contract" as it applies to respondent interaction with HSP vendors?	A Continuous Contract is 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.
Q-1706	Regarding Sample HSP pages 7-10 - Does using Method A vs. Method B have any effect on vendor scoring?	No.
Q-1707	Regarding Sample HSP Form Page 1 - Does "Continuous Contract" mean active agreement with a HUB Vendor, or consecutive monthly billing?	Please review the answer to question Q-1705.
Q-1708	Attachment 5 ITSAC Not-to-Exceed Rates-----Are the NTE rates fixed for the entire five-year maximum term of the contract or can rates be adjusted at renewal/extension to account for inflation, consumer price index, market adjustments, etc.?	Please review the answer to question 23 in the Q&A document in Addendum No. 2.
Q-1709	DIR-CPO-TMP-579 1. In Section 10.1B, pg 7of sample contract - can you please provide details and define the parameters in which a vendor will have to provide a replacement worker at no ?additional cost to the customer?? 2. In section 10 1C sample contract ?To allow for any training or orientation time, Successful Respondent shall provide such substitute Worker free of charge to the Customer for the number of hours equal to seven (7) business days, provided that such hours must be completed within fourteen (14) business days of the substitution. I see this contract has taken out the term ?gratis? however, this has always been a bit ambiguous. a. Does this ?gratis period include when a contractor gives a 2 week notice that is approved by the customer? b. Is this only applicable if a contractor is terminated unexpectedly by the customer? c. what If the contractor is approaching the end of a PO and the customer cannot with certainty confirm a renewal in a timely manner, does free of charge apply? d. Is the resignation/free period directly tied to the expiration of a PO? e. What if the contractor has worked for a customer for multiple years and is ready for a change ? are	It is not DIR's mission to facilitate opportunities for vendors to work with agencies in other States. Please review the answer to question 10,11 and 85 in the Q&A document in Addendum No. 2, for EIR accessibility requirements. For the answer about NTE rates, please review the answer to question 23 in the Q&A document in Addendum No. 2. Please consult with your legal counsel with any questions regarding the interpretation of contract terms and conditions. Instructions for taking exceptions to contract terms and conditions can be found in Section 3.8.3.4 of the RFO document.

	they not allowed to resign with a 2 week notice without penalty to the vendor? f. When exactly can a contractor resign without penalty to the vendor? g. Is the ask for ?free of charge? subjective per agency, per manager? In the 17 years working with DIR there has only been 1 manager at 1 agency who has ever asked for this gratis period after a contractor had worked for the agency for 10 years. Even after 10 years of service, will the vendor be responsible for a gratis period? When will a contractor/vendor be exempt? i. Will there be a statute of limitations when a contractor can resign without penalty? 1 year, 3? 10? j. New job opportunities arise, sometimes without warning. Are vendors forced to keep contractors on a job if an individual wishes to pursue other opportunities or risk hefty penalties? k. What if the manager and contractor have any personality discrepancies? l. What if a team dynamic is at conflict? m. What if a contractor is not happy at the work place? n. What if the manager decides after making the decision to hire a contractor that he/she is not what they expected? o. 7 days x8 hours/day @lets say $100/hr is $5600 a vendor will be ?fined? if a contractor should resign. p. If there is a written resignation that a customer approves, is the free 7 days nullified? 3. What are the exact expectations for Vendors to write a VPAT/VADSIR? Typically in a staff augmentation setting, the Vendor follows all accessibility requirements in support of each customer defines. Please elaborate. 4. 2.3.1 in RFP p 21 What expectations does DIR have for ITSAC vendors to become more compliant with EIR accessibility requirements? Our website? Provide contractors who will have the ability to produce and customize accessible EIR? What else can we do? 5. How can DIR facilitate opportunities for vendors to work with agencies in other States? 6. The NTE proposed rate card is the same as the last contract. Will DIR allow for % increase for these next 2-3 years to cover inflation, cost of living etc?	
Q-1710	The pages mentioned in Q2 are 27?28, version 2.	We are not sure what question is being asked here.
Q-1711	RFO - DIR-CPO-TMP-579 - Do we need to send Exhibit H to the customer?	Exhibit F, *Respondent Release of Liabilityv2* should be submitted with your response.

Q-1712	Regarding Ex. I - ARC - is this required given there are only services being offered by repsondents for this solicitation, not any "product"(s)?	Please review the answer to question Q-1508.
Q-1713	Exhibit A refers to an Excel file that I am not seeing anywhere, can you please confirm where we should note in the agreement that there are no exceptions? "If there are no exceptions, the Respondent shall explicitly state in the Microsoft Excel document ?ABC_579_Exceptions.xlsx? that the Respondent takes no exception to any part of this RFO.?	You may state this in Exhibit A1.
Q-1714	RFO Pg 34 - 3.8.3.2 Respondent References - Can we submit more than 3 references? What is maximum number references?	Please review the answer to questions 65 and 80 in the Q&A document in Addendum No. 2.
Q-1715	In Appendix A: Terms and Conditions, section 10.25. Can you please confirm if this cyber security training is required for any contractors, we put to work through the DIR have to be trained, or just employees/officers/subcontractors?	The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. This is also covered in section 3.6.4, Cybersecurity Training, in the RFO.
Q-1716	We see the Exhibit G and H headers were changed in the addendum to match the file names. We already sent these off and have at least one that has been returned to the DIR. Will we need to resubmit, or will the originals be considered seeing as only the Header/Exhibit has changed?	If the reference was submitted prior to Addendum No. 1 being posted to the ESBD, then yes.
Q-1717	Regarding 3.4.1 Hub Subcontracting Plan, DIR-CPO-TMP-579 RFO, page 28, do HUB subcontractors have to be HUB certified in the State of Texas? 3.4.1 Hub Subcontracting Plan, DIR-CPO-TMP-579 RFO, page 28: If a supplier does not subcontract, would they still be eligible for award?	Yes.
Q-1718	For proposals offering Staff Augmentations services only, please confirm we do not need to submit Exhibit I ARC and Exhibit J VADSIR.	Please review the answer to question Q-1508.
Q-1719	RFO: DIR-CPO-TMP-579 Section: Exhibit B Respondent History and Experience/ Page: 1 Question 3) If providing related services, provide a summary and in no more than two (2) pages total, of how the related services support the scope of the services included in Section 2 of the RFO. Each	Please see the answer to Q-1505.

	related service proposed should be clearly distinguished and associated to a service Point of Clarification: What is considered 'Related Services' as it pertains to the Technology Categories Services? Maybe clarification or an example. Thanks! Darayle	
Q-1720	We have reviewed the ESBD_File_337267_RFO DIR-CPO-TMP-579 and the RFP ADDENDUM 1 documents, and they appear to be the same. Could DIR please clarify the differences between these documents?	This answer is contained on the second page of Addendum No. 1.
Q-1721	Hi, Our company moved to new corporate location and we changed our D & B number reflecting the current new address.But our Financial statements for last 3 years are with old address.Is it going to be any conflict on this. Is Tax Filing address and D & B address has to match? Please clarify on this?	Please review RFO Section 4.2.1 A, Pass/Fail Criteria for the answer to this question.
Q-1722	Could the State please confirm if the proposal response document must comply with Electronic and Information Resources (EIR) Accessibility? (Section: 2.3. Electronic and Information Resources (EIR) Accessibility- Page: 20)	Please review the answer to question Q-1508.
Q-1723	Section 2.3.1 (page 21) ACR Submission and Review, states the following: Respondents that do not already have accessibility documentation should complete the form included in the bid package or may obtain the form located here: http://www.itic.org/public-policy/accessibility. Resellers should obtain an ACR(s) from the manufacturer or provide links to the manufacturer?s accessibility documentation. Could the State please confirm the name of the form that must be submitted? We have found various documents in the Resources section.	Please review the answer to question Q-1508.
Q-1724	In Exhibit A, question number 12, do vendors need to provide the year of incorporation as a HUB? (Exhibit A)	Yes.
Q-1725	In Exhibit A, question number 15, what kind of proof must vendors provide? (Exhibit A)	Please review section 4.2.1 of the RFO Document for further information on the required Financial Information.

Q-1726	Are firms required to pay Holidays, PTO, Sick Leaves, etc., to the consultants placed?	This can be found in the RFO document, section 2.1.13, Hourly Rates.
Q-1727	Can firms provide commercial references? (Section: 3.8.3.2 Respondent References Page: 34)	Yes.
Q-1728	In Exhibit A, question number 16B, Could the State please clarify if we have to fill out the table with the information of the official officers? (Exhibit A)	Yes.
Q-1729	Could the State please clarify what "related services" means for this contract, as "related services" is included under section 2.2 Exclusions/Out of Scope? (Section 4.2.2 page 40)	Please review the answer to question 6 in the Q&A document in Addendum No. 2.
Q-1730	(Section: 3.8.4 Response Files Page: 36) Could the State please confirm that a firm's response consists of documents under section 3.8.4 Response Files?	Confirmed. Please also review Item 16 of Exhibit A.
Q-1731	Could the State please confirm if all documents requested under section 3.8.4 Response Files have to go in one file or do they have to be submitted separately? (Section 3.8.4 page 36)	Table 4 summarizes the files to be loaded into the BidStamp VIS individually in order to be considered a complete Response, with the corresponding file names.
Q-1732	Are electronic signatures allowed?	If you are using the electronic signature function, please be sure that there is a valid electronic signature, and not just a typed name in the signature field. If you are not able to include a valid/verified electronic signature on pages where a signature is required, please print that page, ink sign and upload a copy to the BidStamp portal.
Q-1733	Could the State please confirm that vendors can fill out proposal forms electronically?	You may fill out forms electronically. If you are using the electronic signature function, please be sure that there is a valid electronic signature, and not just a typed name in the signature field. If you are not able to include a

		valid/verified electronic signature on pages where a signature is required, please print that page, ink sign and upload a copy to the BidStamp portal.
Q-1734	Is the Certificate of Insurance required with the proposal response?	Please review the answer to question Q-1551.
Q-1735	Is the W-9 required with proposal response?	No.
Q-1736	Is the License in TX required with the response?	There is not a specific license required to respond to the solicitation.
Q-1737	Does the State accept remote resources to work on this engagement?	Please review the answer to question 96 in the Q&A document in Addendum No. 2.
Q-1738	Does the State accept offshore resources to work on this engagement?	Please review the answer to question 96 in the Q&A document in Addendum No. 2.
Q-1739	Does the State prefer on-site resources to execute this engagement?	Please review the answer to question 96 in the Q&A document in Addendum No. 2.
Q-1740	Is the State looking for firms to recruit the requested positions or for firms to provide in-house personnel to perform the services?	Please review RFO section 2.1.1, Services, for the answer to this question.
Q-1741	Could the State please confirm that the rates provided in Attachment 5 ITSAC Not-to-Exceed Rates are all-inclusive rates (payroll costs, overhead, etc.)? (Attachment 5)	Please review RFO section 2.1.1.3, Hourly Rates, for the answer to this question.
Q-1742	The RFO under Attachment 5 ITSAC Not-to-Exceed Rates states, "Respondents must agree to provide all services under any resulting Contract for these rates or less." Could the State please clarify where respondents must provide the agreement to the Not-to-Exceed Rates? (Attachment 5)	Agreement to Attachment 5, ITSAC Not-to-Exceed Rates, is certified when the Respondent submits a signed Exhibit A, which states that the Respondent agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract.
Q-1743	Could the State please confirm if the ITSAC Not-to-Exceed Rates are valid through the whole contract term or will the State be adjusting these rates year	Please review the answer to question 23 in the Q&A document in Addendum No. 2.

	by year to reflect market changes? (Section 2.1.1.3 Hourly Rates Page 15)	
Q-1744	In Exhibit B, Respondent History and Experience for questions 5 and 6, could the State please confirm if the requested information is for Texas clients only or nationwide clients? (Exhibit B.)	Except where Texas is expressly called out, please list sales as they correspond to the Market Segment listed.
Q-1745	In Exhibit B, Respondent History and Experience for question 7, could the State please clarify if firms can add the State of Texas to this table? (Exhibit B)	Yes.
Q-1746	Regarding Ex. I - ARC - if required can DIR please advise what they are wanting us to assess? Maybe our public facing webpage? That was my team's best guess after reading Ex. I and understanding the scope of services to be provided.	Please review the answer to question Q-1508.
Q-1747	General Is there an anticipated number or maximum number of awardees?	Please review the answer to question Q-1468.
Q-1748	General When individual solicitations are issued by Customers, do they send it out to ALL Selected Vendors on this IDIQ contract OR is there a selection process involved, since we are not required to submit a separate rate card at this time? If there is a selection process can the State please explain the process?	Please review RFO sections 1.2 & 4.2.2.
Q-1749	Sec 2.2.Exclusions/Out of Scope, page 20 states ?The following products and services are not in the scope of this RFO: Related services (installation, maintenance, support, training, etc.) without also providing an associated service within scope.? Please clarify this clause. If a vendor was interested in bidding on developer positions to support & maintain IT systems for a Customer, without having built the system, would that be considered out of scope? We respectfully request that the State provide a clearer definition with examples of ?Related Services? and ?Associated Services?.	Please review the answer to question 6 in the Q&A document in Addendum No. 2.

Q-1750	The following questions are in reference to solicitation DIR-CPO-TMP-579 Package 2, Exhibit H, RESPONDENT RELEASE OF LIABILITY: Should the references we include be vendors currently working on DIR ITSAC contracts? Package 1, Exhibit B, Respondent History and Experience: Can companies add in additional benefits that they offer in the response even if it is not asked for? GENERAL: How many vendors will be awarded? GENERAL: Are there any terms for buyout included? For instance, if a state agency or other ITSAC contract customer wanted to hire a temporary employee after 3 months, would their employer (the vendor) receive a buyout fee?	The Respondent Release of Liability should be filled out with the names of the companies you requested references from. Yes, additional benefits would be covered under "Related Services".
Q-1751	Is the Edgar form required to be submitted with the Response?	Yes.