

AN ORDINANCE 2009-10-15-0821

AUTHORIZING THE CITY TO UTILIZE A STATE COOPERATIVE CONTRACT WITH THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) TO PROVIDE THE CITY OF SAN ANTONIO WITH INFORMATION TECHNOLOGY STAFFING SERVICES FOR A COST OF \$2,000,000.00, FUNDED WITH FY 2010 CAPITAL BUDGET AND OPERATING FUNDS.

* * * * *

WHEREAS, technical staffing services are part of a program offered by the Texas Department of Information Resources ("DIR"), through which various vendors have entered into "Staff Augmentation Contracts" with DIR to offer these services to the State and other governmental entities; and

WHEREAS, the DIR Staff Augmentation Contracts will be utilized to supplement the City's Information Technology Department's staff for such positions and at such rates not exceeding those described on Exhibit I, and for any positions added by DIR during the effective period of the program, at rates not exceeding those stated in the respective DIR Staff Augmentation Contract; and

WHEREAS, this purchase meets the requirements under the terms of Texas Government Code §2054.0565, so no bidding is required; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Utilization of the DIR Staff Augmentation Contracts are hereby authorized, subject to and contingent upon the deposit of all required bonds, performance deposits and insurance certificates. The Director of the Information Technology Services Department, or his designee, is hereby authorized to execute any and all work orders and/or staff augmentation contracts approved by this ordinance. A copy of the bid tabulation sheet showing positions and costs, and the DIR contract are attached hereto and incorporated herein for all purposes as **Exhibit I**. Total estimated expenditures for these contracts are \$2,000,000.00.

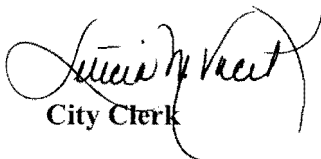
SECTION 2. Funding for this ordinance will be identified when work orders are issued from the potential funding sources. All expenditures will comply with Operating and or Capital Budgets for current and future fiscal years.

SECTION 3. This ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

PASSED and APPROVED this 15th day of October, 2009.


M A Y O R
JULIÁN CASTRO

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

City of San Antonio Bid Tabulation

Opened: September 11, 2009		DIR Department of Information Resources PC 300 West 15th St., Suite 1300 Austin, TX 78701 512-475-4903
For: Technical IT Staffing Services Extension		
A1033d-10		
Item	Description	
1	Developer Analyst	
a	Developer Analyst 1	
	Maximum Hourly Rate - Legacy	\$63.44
	Maximum Hourly Rate - Core	\$68.97
	Maximum Hourly Rate - Emerging	\$76.56
b	Developer Analyst 2	
	Maximum Hourly Rate - Legacy	\$73.87
	Maximum Hourly Rate - Core	\$80.73
	Maximum Hourly Rate - Emerging	\$90.63
c	Developer Analyst 3	
	Maximum Hourly Rate - Legacy	\$85.40
	Maximum Hourly Rate - Core	\$94.27
	Maximum Hourly Rate - Emerging	\$106.60
2	Developer	
a	Developer 1	
	Maximum Hourly Rate - Legacy	\$61.49
	Maximum Hourly Rate - Core	\$66.86
	Maximum Hourly Rate - Emerging	\$75.01
b	Developer 2	
	Maximum Hourly Rate - Legacy	\$72.02
	Maximum Hourly Rate - Core	\$78.64
	Maximum Hourly Rate - Emerging	\$88.51
c	Developer 3	
	Maximum Hourly Rate - Legacy	\$83.05
	Maximum Hourly Rate - Core	\$91.31
	Maximum Hourly Rate - Emerging	\$102.72
3	Software Test Analyst	
a	Software Test Analyst 1	
	Maximum Hourly Rate - Legacy	\$51.50
	Maximum Hourly Rate - Core	\$61.30
	Maximum Hourly Rate - Emerging	\$67.03
b	Software Test Analyst 2	
	Maximum Hourly Rate - Legacy	\$65.88
	Maximum Hourly Rate - Core	\$71.07
	Maximum Hourly Rate - Emerging	\$77.53
c	Software Test Analyst 3	
	Maximum Hourly Rate - Legacy	\$76.46
	Maximum Hourly Rate - Core	\$81.99
	Maximum Hourly Rate - Emerging	\$90.55

City of San Antonio Bid Tabulation

Opened: September 11, 2009		DIR Department of Information Resources 300 West 15th St., Suite 1300 Austin, TX 78701 512-475-4903
For: Technical IT Staffing Services Extension		
A1033d-10 PC		
Item	Description	
4	Technical Writer	
a	Technical Writer 1	
	Maximum Hourly Rate - Legacy	\$48.17
	Maximum Hourly Rate - Core	\$51.98
	Maximum Hourly Rate - Emerging	\$56.19
b	Technical Writer 2	
	Maximum Hourly Rate - Legacy	\$56.90
	Maximum Hourly Rate - Core	\$61.03
	Maximum Hourly Rate - Emerging	\$65.57
c	Technical Writer 3	
	Maximum Hourly Rate - Legacy	\$66.11
	Maximum Hourly Rate - Core	\$69.01
	Maximum Hourly Rate - Emerging	\$76.10
5	Business Analyst	
a	Business Analyst 1	
	Maximum Hourly Rate - Legacy	\$64.68
	Maximum Hourly Rate - Core	\$70.15
	Maximum Hourly Rate - Emerging	\$65.57
b	Business Analyst 2	
	Maximum Hourly Rate - Legacy	\$75.92
	Maximum Hourly Rate - Core	\$82.29
	Maximum Hourly Rate - Emerging	\$90.01
c	Business Analyst 3	
	Maximum Hourly Rate - Legacy	\$88.38
	Maximum Hourly Rate - Core	\$95.68
	Maximum Hourly Rate - Emerging	\$106.02
6	Systems Analyst	
a	Systems Analyst 1	
	Maximum Hourly Rate - Legacy	\$65.25
	Maximum Hourly Rate - Core	\$70.45
	Maximum Hourly Rate - Emerging	\$76.84
b	Systems Analyst 2	
	Maximum Hourly Rate - Legacy	\$75.77
	Maximum Hourly Rate - Core	\$82.18
	Maximum Hourly Rate - Emerging	\$90.18
c	Systems Analyst 3	
	Maximum Hourly Rate - Legacy	\$88.43
	Maximum Hourly Rate - Core	\$95.95
	Maximum Hourly Rate - Emerging	\$106.40

City of San Antonio Bid Tabulation

Opened: September 11, 2009		DIR Department of Information Resources 300 West 15th St., Suite 1300 Austin, TX 78701 512-475-4903
For: Technical IT Staffing Services Extension		
A1033d-10 PC		
Item	Description	
7	Database Architect	
a	Database Architect 1	
	Maximum Hourly Rate - Legacy	\$71.68
	Maximum Hourly Rate - Core	\$76.68
	Maximum Hourly Rate - Emerging	\$83.38
b	Database Architect 2	
	Maximum Hourly Rate - Legacy	\$82.72
	Maximum Hourly Rate - Core	\$89.08
	Maximum Hourly Rate - Emerging	\$97.31
c	Database Architect 3	
	Maximum Hourly Rate - Legacy	\$95.74
	Maximum Hourly Rate - Core	\$101.92
	Maximum Hourly Rate - Emerging	\$113.73
8	Data Warehouse Architect	
a	Data Warehouse Architect 1	
	Maximum Hourly Rate - Legacy	\$76.04
	Maximum Hourly Rate - Core	\$81.04
	Maximum Hourly Rate - Emerging	\$87.31
b	Data Warehouse Architect 2	
	Maximum Hourly Rate - Legacy	\$86.64
	Maximum Hourly Rate - Core	\$93.44
	Maximum Hourly Rate - Emerging	\$101.25
c	Data Warehouse Architect 3	
	Maximum Hourly Rate - Legacy	\$100.02
	Maximum Hourly Rate - Core	\$108.32
	Maximum Hourly Rate - Emerging	\$118.44
9	Database Administrator	
a	Database Administrator 1	
	Maximum Hourly Rate - Legacy	\$70.26
	Maximum Hourly Rate - Core	\$74.63
	Maximum Hourly Rate - Emerging	\$80.66
b	Database Administrator 2	
	Maximum Hourly Rate - Legacy	\$80.86
	Maximum Hourly Rate - Core	\$87.16
	Maximum Hourly Rate - Emerging	\$94.54
c	Database Administrator 3	
	Maximum Hourly Rate - Legacy	\$92.82
	Maximum Hourly Rate - Core	\$100.48
	Maximum Hourly Rate - Emerging	\$110.54

City of San Antonio Bid Tabulation

Opened: September 11, 2009		DIR Department of Information Resources 300 West 15th St., Suite 1300 Austin, TX 78701 512-475-4903
For: Technical IT Staffing Services Extension		
A1033d-10 PC		
Item	Description	
10	Project Manager	
a	Project Manager 1	
	Maximum Hourly Rate - Legacy	\$80.27
	Maximum Hourly Rate - Core	\$96.73
	Maximum Hourly Rate - Emerging	\$99.84
b	Project Manager 2	
	Maximum Hourly Rate - Legacy	\$98.08
	Maximum Hourly Rate - Core	\$116.33
	Maximum Hourly Rate - Emerging	\$125.20
11	Project Lead	
a	Project Lead 1	
	Maximum Hourly Rate - Legacy	\$80.84
	Maximum Hourly Rate - Core	\$87.16
	Maximum Hourly Rate - Emerging	\$94.07
b	Project Lead 2	
	Maximum Hourly Rate - Legacy	\$95.42
	Maximum Hourly Rate - Core	\$102.53
	Maximum Hourly Rate - Emerging	\$110.65
12	Network Engineer	
	Maximum Hourly Rate - Legacy	\$77.02
	Maximum Hourly Rate - Core	\$89.28
	Maximum Hourly Rate - Emerging	\$91.90
13	Network Administrator	
a	Network Administrator 1	
	Maximum Hourly Rate - Legacy	\$55.97
	Maximum Hourly Rate - Core	\$54.00
	Maximum Hourly Rate - Emerging	\$65.73
b	Network Administrator 2	
	Maximum Hourly Rate - Legacy	\$65.75
	Maximum Hourly Rate - Core	\$71.55
	Maximum Hourly Rate - Emerging	\$81.60
c	Network Administrator 3	
	Maximum Hourly Rate - Legacy	\$62.82
	Maximum Hourly Rate - Core	\$82.15
	Maximum Hourly Rate - Emerging	\$85.00

City of San Antonio Bid Tabulation

Opened: September 11, 2009		DIR Department of Information Resources PC 300 West 15th St., Suite 1300 Austin, TX 78701 512-475-4903
For: Technical IT Staffing Services Extension		
A1033d-10		
Item	Description	
14	Help Desk	
a	Help Desk 1	
	Maximum Hourly Rate - Legacy	\$39.95
	Maximum Hourly Rate - Core	\$42.98
	Maximum Hourly Rate - Emerging	\$47.11
b	Help Desk 2	
	Maximum Hourly Rate - Legacy	\$47.00
	Maximum Hourly Rate - Core	\$50.69
	Maximum Hourly Rate - Emerging	\$55.08
c	Help Desk 3	
	Maximum Hourly Rate - Legacy	\$54.92
	Maximum Hourly Rate - Core	\$58.60
	Maximum Hourly Rate - Emerging	\$63.58
15	Technical Support	
a	Technical Support 1	
	Maximum Hourly Rate - Legacy	\$46.13
	Maximum Hourly Rate - Core	\$42.00
	Maximum Hourly Rate - Emerging	\$55.03
b	Technical Support 2	
	Maximum Hourly Rate - Legacy	\$54.55
	Maximum Hourly Rate - Core	\$58.71
	Maximum Hourly Rate - Emerging	\$64.02
c	Technical Support 3	
	Maximum Hourly Rate - Legacy	\$63.20
	Maximum Hourly Rate - Core	\$67.80
	Maximum Hourly Rate - Emerging	\$73.45



State of Texas
Department of Information Resources
Leadership for Texas Government Technology



[DIR Home](#) | [Store](#) | [Document Library](#) | [Education & Training](#) | [DIR Overview](#) | [Site Map](#)

DIR Store – Products and Services

- Overview
- [Buyer Alerts](#)
- Go DIRect Program
- [DIR IT Commodity List](#)
- [Customer Eligibility](#)
- [Customer FAQs](#)
- [Vendor FAQs](#)

Related Information

- [Contracting and Procurement Services Division](#)
- [Communications Technology Services Division](#)
- [Capitol Complex Telephone System \(CCTS\)](#)
- [TEX-AN 2000](#)
- [Current Contracting Initiatives](#)

Search DIR

Enter text here

Search

[Advanced Search](#)

IT Staffing Services

IT Staffing Services contracts provide for temporary IT staffing augmentation services on a time (hourly) basis. Contracted staff render services and are paid on an hourly basis.

IT Staffing Services contracts **do not** provide for deliverables-based, outsourced systems integration or application development projects, requiring acceptance of Statement of Work and authorization for payment of milestone tasks. Agencies should proceed with those procurements through [DIR's Deliverables-Based IT Services contracts](#).

Information about file formats.

Additional information about the IT Staffing Services program is available via the following links:

- [How to Order \(Procuring an IT Staffing Services Worker\)](#)
- [Appendix A, Standard Terms and Conditions for ITSAC \(186 KB, PDF\)](#)
- [Not-To-Exceed \(NTE\) Pricing Final \(30 KB, PDF\)](#)
- [Short Descriptions of IT Staffing Services Titles](#)
- [Full Descriptions of IT Staffing Services Titles](#)
- [Technology Types](#)
- NIGP Commodity Codes (advertised):
 - Class 915: Item Number 96
 - Class 920: Item Number 02, 04, 07, 14, 16, 18, 19, 21, 22, 23, 24, 26, 27, 31, 32, 33, 37, 38, 40, 44, 45, 46, 47, 49, 56, 63, 64, 65
 - Class 958: Item Number 82
 - Class 962: Item Number 18, 69
- [IT Staffing Services Vendors with contracts expiring August 31, 2011 – PDF \(227 KB\) – Updated September 16, 2009](#)
- [Vendor Metrics Presentation – IT Staffing Services Vendor Meeting, June 22, 2007](#)
- [Vendor Metrics Presentation Question and Answers, June 22, 2007](#)

DIR works with small, medium, large, HUB, and non-HUB vendors from a diverse range of disciplines. These vendors provide high quality services at competitive prices.

DIR Contact

[Brian Bell](#)

Phone: 512-475-4903



Department of Information Resources

300 West 15th St., Suite 1300

Austin, TX 78701 ([Map & Directions](#))

1-512-475-4700

[Privacy & Security Policy](#)

[Accessibility](#) | [Open Records Policy](#)

[Link Policy](#) | [Compact with Texans](#)

[DIR Contacts](#) | dirinfo@dir.state.tx.us

Last updated September 16, 2009

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

Table of Contents

1.	No Quantity Guarantees.....	1
2.	Definitions.....	1
3.	General Provisions.....	3
	A. Entire Agreement.....	3
	B. Modification of Contract Terms and/or Amendments.....	3
	C. Invalid Term or Condition	4
	D. Assignment	4
	E. Survival.....	4
	F. Choice of Law.....	4
	G. Limitation of Authority.....	5
4.	Contract Fulfillment and Promotion	5
	A. Service, Sales and Support of the Contract.....	5
	B. DIR Logo	5
	C. Vendor Logo.....	5
	D. Trade Show Participation.....	5
	E. Performance Review Meetings.....	6
	F. DIR Cost Avoidance.....	6
5.	Purchase Orders, Invoices, and Payments	6
	A. Purchase Orders	6
	B. Invoices.....	6
	C. Payments	6
6.	Contract Administration.....	6
	A. Contract Administrators.....	6
	1) State Contract Administrator	6
	2) Vendor Contract Administrator	7
	B. Reporting and Administrative Fees	7
	1) Reporting Responsibility	7
	2) Detailed Monthly Report	7
	3) Historically Underutilized Businesses Subcontract Reports.....	7
	4) DIR Administrative Fee.....	8
	5) Accurate and Timely Submission of Reports	8
	C. Records and Audit.....	8
	D. Contract Administration Notification	9
7.	Vendor Responsibilities.....	9
	A. Indemnification	9
	B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE	11

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

C.	Vendor Certifications.....	11
D.	Ability to Conduct Business in Texas.....	12
E.	Equal Opportunity Compliance	12
F.	Use of Subcontractors	13
G.	Responsibility for Actions	13
H.	Confidentiality	13
I.	Security of Premises, Equipment, Data and Personnel.....	13
J.	Background and/or Criminal History Investigation.....	13
K.	Limitation of Liability.....	14
L.	Purchase of Commodity Items (Applicable to State Agency Purchases Only)	14
M.	Overcharges	14
N.	Prohibited Conduct	15
O.	Required Insurance Coverage.....	15
P.	Use of State Property	16
Q.	Immigration.....	16
8.	Contract Enforcement.....	16
A.	Enforcement of Contract and Dispute Resolution	16
B.	Termination.....	17
1)	Termination for Non-Appropriation	17
2)	Absolute Right	17
3)	Termination for Convenience	17
4)	Termination for Cause	17
a)	Contract.....	17
b)	Purchase Order.....	17
5)	Customer Rights Under Termination.....	18
6)	Vendor Rights Under Termination	18
C.	Force Majeure	18
9.	Notification	18
A.	Notices	18
B.	Handling of Written Complaints.....	18
10.	Captions	19
11.	Statement of Services to Be Performed	19
12.	Work Order Solicitation / Purchase Order Issuance	19
13.	Hourly Rates	19
14.	Vendor Opportunities and Performance Metrics	20
A.	Tiered Vendor Structure	20

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

B. Quantitative and Qualitative Measures	21
15. Vendor Suspension/Demotion	22
16. Substitution of Workers	23
17. Predatory Actions; Submission of Workers' Names by Multiple Vendors.....	24
18. Alcohol and Drug Free Workplace	24
19. No Solicitation of State Employees	24
20. Warranty	25

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

1. No Quantity Guarantees

The Contract is not exclusive to the Vendor. 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 services will be procured through the Contract.

2. Definitions

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- i. A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- ii. A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- iii. 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;
- iv. 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;
- v. A local workforce development board created under Section 2308.253;
- vi. A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- vii. 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;
- viii. A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- ix. A nonprofit organization that provides affordable housing.

B. Contract - the document executed between DIR and Vendor into which this Appendix A is incorporated.

C. CPA - refers to the Texas Comptroller of Public Accounts

D. 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.

E. Purchase Order - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

Purchase Order, or other authorized instrument).

- F. State** – refers to the State of Texas.
- G. DIR** – refers to the Department of Information Resources.
- H. Acceptable Candidate** – refers to a candidate that meets the stated requirements pursuant to a Work Order Solicitation and is correctly identified and priced using the ITSAC Category Pricing as defined in Exhibit B. – start here
- I. Acceptable Status** – refers to a status earned by a Vendor that will be used to determine in which tier a Vendor belongs.
- J. Active Vendor** – refers to Vendors that are given access to opportunities presented through Work Order Solicitations.
- K. Active Vendor Tier** – refers to one of two groupings of vendors with which DIR has ITSAC Contracts. Members of the Active Vendor Tier are provided access to opportunities presented through Work Order Solicitations
- L. Best Value Selection** – refers to Work Order Solicitation selections made by Customers that do not follow the competitive posting and review process. The Customer informs DIR of the intent to select a Worker and submits the appropriate procurement documentation required for the selection. Customer will determine the criteria for Best Value Selection and whether or not to use this procurement method.
- M. Compliance Check** – refers to the DIR staff activity of verifying the contents of reports and amounts of administrative fee payments made and submitted by Vendors pursuant to responsibilities under the Contract.
- N. Evaluation Period** – refers to the three calendar month period that coincides with the State fiscal calendar. The evaluation periods are September 1, to November 30; December 1 through February 28; March 1 to May 31 and June 1 through August 31st.
- O. Evaluation Status** – refers to the evaluation that is provided quarterly. It is one of two values: Acceptable or Unacceptable. Vendor shall be evaluated on its performance relative to the performance of other Vendors in the same grouping.
- P. Hourly Rate** – refers to the rate that is charged by the Vendor and paid by the Customer for services rendered by Worker(s) under this contract. It is calculated and communicated in terms of dollars per hour.
- Q. Interviewed Candidate** – refers to an Acceptable Candidate that was interviewed by the Customer pursuant to a Work Order Solicitation.
- R. Invoice** – refers to a Customer approved instrument submitted by Vendor for payment of services.
- S. ITSAC** – refers to the IT Staff Augmentation Contract document executed between DIR and Vendor.
- T. Non-response** – refers to the Vendor's failure to respond to a Work Order Solicitation in any three evaluation periods over a two year period (contiguous or not). Non-response may result in placement in the Suspended Tier.
- U. Not To Exceed (NTE)** – refers to the maximum hourly rate for which a Vendor has agreed to provide Worker(s). By this contract, Vendor can provide Worker(s) at a lower hourly rate, but not a higher hourly rate.
- V. Opportunity Response Time** – refers to the time within which a Vendor is expected to respond to a Work Order Solicitation with the appropriate resume(s). The metric used for expected opportunity response time is as established by the Customer.

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

- W. Placed Candidate** – refers to an Interviewed Candidate that was selected by the Customer pursuant to a Work Order Solicitation.
- X. Purchase Order** – refers to the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- Y. Rate Schedule** – refers to the set of competitive, market driven, standardized rates that will document the NTE hourly rates for ITSAC Workers.
- Z. Suspended Vendor** – refers to Vendors who are not provided access to opportunities presented through Work Order Solicitations for a stated period of time.
- AA. Suspended Vendor Tier** – refers to one of two groupings of vendors with which DIR has ITSAC Contracts. Members of the Suspended Vendor Tier are not provided access to opportunities presented through Work Order Solicitations for a finite period of time.
- BB. TPASS** – refers to the Texas Procurement and Support Services Division of the Comptroller of Public Accounts (CPA).
- CC. Tiered Vendor Structure** – refers to the mechanism by which Vendors are placed into groups based on performance.
- DD. Unacceptable Status** – refers to a status earned by a Vendor that will be used to determine in which tier a Vendor belongs.
- EE. Vendor** – refers to awarded Information Technology Staff Augmentation Contract (ITSAC) Vendor.
- FF. Worker(s)** – refers to identified individual(s) who perform authorized services under the supervision of Vendor for DIR Customers and who are employees and/or subcontractors of the Vendor.
- GG. Work Order Solicitation** – refers to a document submitted to Vendor by DIR outlining the description of services to be performed for a specified DIR Customer. Work Order Solicitation will include: Number of Workers, Worker skills and qualifications required by the DIR Customer, the number of hours to be worked, duration of engagement with the DIR Customer, authorized travel, and other relevant information. The term also includes Best Value Selections made by Customers, in which the Customer defines Best Value Selection and informs DIR of the intent to select a Worker and submits the appropriate procurement documentation required for the selection.

3. General Provisions

A. Entire Agreement

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

B. Modification of Contract Terms and/or Amendments

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

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

2) 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 Vendor 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 weaken 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.

C. Invalid Term or Condition

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

2) If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party. Any other assignment by a party shall require the written consent of the other party. Each party agrees to cooperate to amend the Contract as necessary to maintain an accurate record of the contracting parties.

E. Survival

All applicable service agreements that were entered into between Vendor 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 Vendor shall survive expiration or termination of the Contract.

F. Choice of Law

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

G. Limitation of Authority

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

4. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

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

B. DIR Logo

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

C. Vendor Logo

DIR may use the Vendor's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor'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 Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor.

D. Trade Show Participation

At DIR's discretion, Vendor may be required to participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's booth.

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

E. Performance Review Meetings

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

F. 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, Vendor shall provide DIR with a detailed report of a representative sample of service sold under the Contract. The report shall contain: service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the services.

5. Purchase Orders, Invoices, and Payments

A. Purchase Orders

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

B. Invoices

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

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

C. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Vendor. Payment under the Contract shall not foreclose the right to recover wrongful payments.

6. Contract Administration

A. Contract Administrators

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

1) State Contract Administrator

DIR shall provide a Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) advising DIR of Vendor's performance under the terms and conditions of the Contract, and iii) periodic

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

verification of pricing and monthly reports submitted by Vendor.

2) Vendor Contract Administrator

Vendor shall provide a dedicated Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between Vendor and a Customer, and iii) advising DIR of Vendor's performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Administrator if the assigned Contract Administrator is not, in the opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

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

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books at DIR's expense.

c) DIR intends to implement an automated system to meet certain needs of the IT staff augmentation program. This may have a financial impact on the Vendor and may require additional reporting. In consideration of the award of this contract, Vendor is required to participate without a change in rates to customers.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous month period. Reports shall be submitted to the DIR Go Direct E-Mail Box at itsac.reports@dir.state.tx.us. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. It is the responsibility of Vendor to collect and compile all sales under the Contract and submit one (1) monthly report. The monthly report shall include, per transaction: the Company name, Customer name, invoice date, invoice number, ITSAC Category, Title, Level, and Technology Type, Contractor Name, awarded hourly rate, quantity of hours, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, subtotals and totals, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor 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.

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

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

4) DIR Administrative Fee

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The administrative fee shall be specified in the Contract. Payment of the administrative fee shall be due on the fifteenth (15th) calendar day after the close of the previous month period.

b) Vendor shall reference the DIR Contract number on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must 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 Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at DIR's expense.

C. Records and Audit

1) Acceptance of funds under the Contract by Vendor 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. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor shall maintain adequate records to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

3) Vendor shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to DIR, including the compliance checks designated by DIR, 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. Vendor shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's records. Vendor's records, whether paper or electronic, shall be made available during regular office hours. Vendor personnel familiar with the Vendor's books and records shall be available to DIR staff and designees as needed. Vendor shall provide adequate office space to DIR staff during the performance of Compliance Check.

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

D. Contract Administration Notification

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

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

7. Vendor Responsibilities

A. Indemnification

1) INDEPENDENT CONTRACTOR

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

This Contract creates an independent contractor relationship between DIR and Vendor and Vendor and each Customer hereunder. Under no circumstances shall the employees of Vendor be considered the employees, agents, partners, or officials of DIR or any of the Customers. Vendor shall be solely responsible for compensating its employees, for the withholding and payment of applicable taxes, and for

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

purchasing any liability, disability, workers compensation or health insurance coverage deemed necessary by the Vendor.

2) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract REGARDLESS OF THE NEGLIGENCE OF THE CUSTOMER, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

3) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

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

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT,

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

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

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

C. Vendor Certifications

Vendor certifies that it: (i) has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity,

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(TTSAC)

special discount, trip, favor, or service to a public servant in connection with the Contract, (ii) is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate, (iii) neither they, nor anyone acting for them, have 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, (iv) 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 vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate, (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract, (vii) are not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration, and (viii) as of the effective date of the Contract, are not listed in 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; (ix) Vendor 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; (x) Vendor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; (xi) Vendor represents and warrants that the Customer's payment to Vendor and Vendor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and (xii) under Section 2155.006, Government Code, Vendor certifies that the individual or business entity in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

D. Ability to Conduct Business in Texas

Vendor shall be an entity authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas.

E. Equal Opportunity Compliance

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor 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

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

G. Responsibility for Actions

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

H. Confidentiality

1) Vendor acknowledges that DIR is a government agency subject to the Texas Public Information Act. Vendor also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

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

I. Security of Premises, Equipment, Data and Personnel

Vendor may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. Should any employee or subcontractor of the

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

Vendor who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of patent, trademark, or copyright infringement.

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

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 7.L.2 below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from Subsection 7.L.

M. Overcharges

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

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

N. Prohibited Conduct

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

O. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage as part of its response to RFO No. DIR-SDD-141. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor 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. All required insurance must be issued by companies that are A+ financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. 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 Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a combined single limit of \$500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of \$500,000. 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;
- d) 30-day Notice of Termination in favor of DIR and/or Customer; and
- e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

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. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation;
- b) 30-day Notice of Termination; and
- c) Additional Insured.

P. Use of State Property

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

Q. Immigration

Vendor shall comply with the requirements of the Immigration Reform and Control Act of 1986 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 November 6, 1986, who will perform any labor or services under this Contract.

8. Contract Enforcement

A. Enforcement of Contract and Dispute Resolution

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

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

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(TTSAC)

B. Termination

1) Termination for Non-Appropriation

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated by the governing body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the services, they are obligated to pay for those services.

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor 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) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 9.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR or Vendor 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 if it is determined by the Customer that Vendor will not be able to deliver services in a timely manner to meet the business needs of the Customer.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract. 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 services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Vendor may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 3.B.2 above. 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

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

any other remedies it may have available, cancel and terminate the Purchase Order.

5) 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 the Purchase Order issued with respect to all services ordered and accepted prior to the effective termination date.

6) Vendor Rights Under Termination

In the event a Purchase Order is terminated or the Contract expires or is terminated for any reason, a Customer shall pay all amounts due for services ordered prior to the effective termination date and ultimately accepted.

C. Force Majeure

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

9. Notification

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three 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 Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

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

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

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

10. Captions

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

11. Statement of Services to Be Performed

- A. Vendor shall provide Worker(s) to DIR Customers to perform services that are defined in the Work Order Solicitation, in accordance with the terms and conditions of the Contract. Workers provided by Vendor shall possess qualifications that meet or exceed those specified in the Work Order Solicitation and will perform the functions as outlined in the Work Order Solicitation at the rates quoted therein. All travel is subject to the prior, written approval of the Customer.
- B. Vendor understands that this is a non-exclusive, indefinite quantity contract. DIR makes no representations or warranties that Vendor shall receive any number or volume of Work Order Solicitations hereunder.

12. Work Order Solicitation / Purchase Order Issuance

- A. In order to be awarded a Purchase Order hereunder, except for Best Value Selection, Vendors will respond to Work Order Solicitation(s) for services as issued by DIR on behalf of its Customers, consistent with the Terms and Conditions of this Contract. Vendor understands that no work under any Purchase Order issued by Customer shall commence until receipt of Purchase Order. Vendor will perform in accordance with the terms and conditions of the Customer Purchase Order.
- B. Customer specifications may include pre-selection requirements that potential Vendors (and their Worker) submit to and satisfy criminal background checks as authorized by Texas law.
- C. Vendor shall direct all communications concerning this Contract and any Work Order Solicitation(s) to DIR except for Customer initiated communications, the interview, the hiring process and Best Value Selections (See item F in this section).
- D. DIR expects Vendor to participate in the Work Order Solicitation process. See Section 14, Vendor Opportunities and Performance Metrics, for performance metrics.
- E. DIR will not promulgate a standard candidate resume format/layout. Awarded Vendor may submit candidate resumes in desired company format/layout. DIR, will however, require Vendor to accompany candidate resume(s) with approved DIR cover sheet/format standard.
- F. Best Value Selections. Customer shall select the Worker and provide DIR with the appropriate procurement documentation to support the selection.

13. Hourly Rates

- A. Hourly rate shall never exceed NTE rate unless authorized, in writing, by DIR

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

- B. The Vendor shall quote hourly rates to DIR in response to Work Order Solicitation(s) provided by DIR on behalf of its Customer during the term of this Contract. Hourly rates shall not exceed awarded rates quoted in this Contract. Hourly rates quoted in a particular Purchase Order shall remain valid for a period of time specified in the Purchase Order. Vendor shall not increase its rates under any Purchase Order, including amendments/Purchase Order Change Notice (POCN) thereto, without the express prior written approval of Customer.
- C. All quoted hourly rates shall include all expenses associated with each Worker, including wages, benefits, DIR Administrative Fee, usual living expenses and costs of commuting to and from the Customer's primary work site designated. Travel reimbursement may be allowed. See Section 5, Purchase Orders, Invoices and Contract Section 4. Payments, D. Travel for allowable expenses.

14. Vendor Opportunities and Performance Metrics

DIR will conduct routine assessments of Vendor performance and will use that information to institute a Tiered Vendor Structure. As defined below, opportunities available to Vendors will vary based on the tier in which they reside. Movement between the tiers will be based on performance as defined in the quantitative and qualitative measures defined below.

A. Tiered Vendor Structure

The Tiered Vendor Structure will be comprised of two tiers: Active Vendors and Suspended Vendors.

- 1) Active Vendors Tier – Active Vendors are given access to opportunities presented through Work Order Solicitations and Best Value Selections.
 - a) Vendor will be a member of the Active Vendors Tier for the first two evaluation periods.
 - b) Vendor shall earn an acceptable status when it scores above the 25th percentile of the scores of all Active Tier Vendors. If Vendor scores below or equal to the 25th percentile, Vendor will earn an unacceptable status.
 - c) If Vendor maintains an unacceptable status for two consecutive evaluation periods, Vendor is subject to being suspended from its contract (the Suspended Vendors Tier).
- 2) Suspended Vendors Tier – Suspended Vendors are not provided access to opportunities presented through Work Order Solicitations or Best Value Selections. Suspension is detailed in Section 15, Vendor Suspension/Demotion, of this document.
- 3) Exceptions – DIR reserves the right to review evaluations on a case-by-case basis and to ultimately decide which status to assign to a Vendor.

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

B. Quantitative and Qualitative Measures

Vendor shall be measured in five performance categories. These categories are listed below, along with their evaluation measurement detail:

- 1) **Successful Placement** – the number of Placed Candidates. Relative to the performance of other Vendors, the Vendor(s) placing the most Workers in a quarter will be awarded the full 20%. Vendors will be awarded a proportional percentage score relative to their performance. This measure represents 20% of the Vendors' total score.
- 2) **Quality** – the number of Acceptable Candidates relative to the total number of resumes submitted by a Vendor and the number of Interviewed Candidates relative to the number of Acceptable Candidates submitted by a Vendor. Each of the aforementioned components of this measure is weighted equally and this measure represents 20% of the Vendor's total score.
- 3) **Customer Satisfaction** – this score is the qualitative assessment of the candidates that a Vendor placed. DIR Staff will receive this information from Customers that have contracted workers. Each quarter the Vendor shall start out with the maximum number of 100 points. The points listed below in the "Customer Satisfaction Table" shall be deducted if an infraction occurs. Five (5) points will be deducted for every documented unique unsatisfactory incident received about the Vendor or the contracted worker. A Vendor can score no lower than 0 of the possible 100 points. This measure represents 20% of the Vendors' total score.
- 4) **Compliance** – this score is based on the observance of contractual standards. Each quarter the Vendor shall start with the maximum number of 100 points. The points listed below in "Compliance Table" shall be deducted if an infraction occurs. A Vendor can score no lower than 0 of the possible 100 points. This measure represents 20% of the Vendor's total score.
- 5) **Responsiveness** – the number of Work Order Solicitations to which the Vendor responded, within the prescribed time, during a quarter. This measurement will be tracked at the Title level (the structure of job descriptions employed here is: Category, Title, and Level). This measure does not count the number of candidates, but rather the number of solicitations where the Vendor submitted at least one candidate. Responsiveness represents 20% of the Vendors' total score.

Customer Satisfaction Table

Infraction	Point Deduction
Submitting the name(s) of current Worker(s) for an overlapping time frame.	-5 each occurrence
Duplicate candidate resumes (without right to represent)	-5 each occurrence
Documented unsatisfactory incident	-5 each occurrence

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

Submitting inaccurate resumes to DIR	-15 each occurrence
Submitting resumes in an unapproved format to DIR	-15 each occurrence

Compliance Table

Infraction	Point Deduction
Failure to communicate staff and point-of-contact changes to DIR	-5 each occurrence
Failure to update Certificate of Insurance	-10 per month that passes since expiration date
Late Sales Report	-15 each occurrence
Incorrect Sales Report	-15 each occurrence
Submitting resumes/candidates to hiring managers outside the DIR process	-50 each occurrence, and suspension or termination for cause, at DIR's discretion

DIR reserves the right to alter the performance categories and the percentages used for measurement of Vendor performance. Vendor shall be notified of any changes and shall cooperate to amend the contracts.

15. Vendor Suspension/Demotion

DIR's Right to Suspend Contract Performance for Cause in accordance with this Section and Section 14, Vendor Opportunities and Performance Metrics: DIR may suspend Vendor's performance of this Contract, in whole or in part, for a period up to 180 calendar days by following the procedure in this paragraph. When a violation of the contract as set forth below occurs, DIR may send a Notice of Intention to Suspend to the Vendor providing the reasons for the proposed suspension. Vendor shall have five (5) business days from receipt of the Notice of Intention to Suspend to provide a written response. At the expiration of the 5 business days, DIR will make a determination whether a violation(s) of the contract occurred. In those instances where a violation is found to have occurred, DIR shall decide on a period of suspension up to 180 calendar days in length and send a written notice of the period of suspension and the related findings to Vendor. The suspension shall be effective from the date of receipt by Vendor. DIR may issue a Notice of Intention to Suspend under the proper circumstances, which include, but are not limited to the events listed below:

- 1) Vendor or Vendor's Worker(s) no longer holds necessary license(s) or certificate(s) required to perform the work under any Work Order;
- 2) Vendor falsifies an invoice for services or travel reimbursement;
- 3) Vendor contacts a DIR Customer concerning any Contract, Work Order, or solicitation without the prior consent of DIR;

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

- 4) Vendor or its Workers have engaged in practices prohibited in Section 5, Purchase Orders, Invoices and Payments hereof; Section 7, Vendor Responsibilities; hereof; and Section 7, Intellectual Property Matters, in the Contract;
- 5) Vendor or Vendor's Worker commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Vendor's performance under this Contract in accordance with its terms.
- 6) Failure to maintain an acceptable level of performance under Section 14, Vendor Opportunities and Performance Metrics, hereof.

During the period of suspension, a Vendor shall continue to perform under any outstanding Purchase Orders, but will not be authorized to participate in or receive any additional Work Order Solicitation(s) or Purchase Orders.

At the conclusion of the suspension, DIR will issue a Notice of Intention to Reinstate to establish the date the suspension is lifted.

For Vendors receiving an unacceptable status for one evaluation period under Section 14, Vendor Opportunities and Performance Metrics, hereof, DIR will provide written notice of the consequences of continued unacceptable status, which includes the possibility of suspension and/or termination under this section of the Contract.

16. Substitution of Workers

- A. If 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 will direct Vendor to resolve the complaint or remove its Worker immediately. If Vendor is unable to resolve the complaint immediately or provide a satisfactory substitute Worker within seven (7) business days, the Purchase Order may be terminated and Customer may select another Vendor to finish the remaining work as outlined in the Work Order Solicitation
- B. If a Worker no longer provides services for Vendor, Vendor shall have up to seven (7) business days to replace the Worker with a substitute satisfactory to DIR and its Customer. Vendor shall use its best efforts to provide a substitute Worker at the same, or a lower rate than that charged for the replaced Worker's services. If the rate for the substitute Worker is higher than the rate charged for the replaced Worker's services and the higher rate is unacceptable to DIR, or if the Vendor is unable to provide a satisfactory substitute Worker within seven (7) business days, the appropriate Work Order may be terminated and DIR may select another Vendor to finish the remaining work.
- C. In the event the Worker cancels his/her obligation without cause prior to the original termination date, Customer may require the Vendor to provide a replacement to complete the obligation that the departing individual did not fulfill. The replacement

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

must be approved by Customer and will be provided at no charge for a time equal to seven (7) business days, not to exceed fourteen (14) business days. This gratis period is to cover the cost to Customer of retraining the replacement individual on the internal Customer systems.

- D. Except when a Worker leaves employment voluntarily, the Vendor may not remove a Worker from a project without prior written consent of DIR.
- E. Vendor is responsible to retrieve from all Workers as they transition from work on a Work Order, whether voluntarily or involuntarily, all keys, access cards, files, equipment and all other property and security devices that may have been issued to Worker by DIR's Customer and to deliver the items to the Customer.

17. Predatory Actions; Submission of Workers' Names by Multiple Vendors

- A. The Vendor shall not hire employees of a DIR Customer and offer such employees as Workers for a Work Order Solicitation on which that employee is currently participating. Unless an employee is released from employment, Vendor shall not hire an employee of another Vendor providing Workers to a DIR Customer and offer such employee as Workers for a Work Order Solicitation on which that Worker is currently participating until such time as the Purchase Order under which that Worker was originally obtained has expired or been terminated pursuant to Section 8B.
- B. No Worker whose name is submitted by more than one Vendor for the same Work Order will be considered for placement with a DIR Customer.
- C. No Worker who is currently on contract to a Customer through the DIR ITSAC program will be considered for additional DIR Work Order Solicitations having overlapping timeframes. However, at the discretion of a DIR Customer, Workers who are currently assigned to a DIR Customer through the DIR ITSAC program may be considered for additional DIR ITSAC work from the same DIR Customer. Vendors shall not submit the names of the same Worker for an overlapping time frame unless previously agreed to by the Customer.

18. Alcohol and Drug Free Workplace

Possession, use, or being under the influence of alcohol or controlled substances by Vendor Workers while in the performance of this Contract is prohibited.

19. No Solicitation of State Employees

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

Appendix A
Standard Terms and Conditions For Information Technology Staff Augmentation Contracts
(ITSAC)

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

20. Warranty

The Customer has 30 days from the date of signature on the Vendor Invoice to inform Vendor of its determination that the Vendor has made errors in completed work. Customer will immediately inform the Vendor of the Customer's determination. The Vendor shall make such corrections and revisions as are necessary so that the Work Products complained of are acceptable to Customer and shall be corrected 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.

Not-to-Exceed Pricing as of September 1, 2009

Category	Title	Level	Pricing		
			Not-to-Exceed Rate (\$ per Hour)		
			Technology Type		
			Legacy	Core	Emerging
Applications	Developer Analyst	Developer Analyst 1	\$ 83.44	\$ 68.97	\$ 76.56
		Developer Analyst 2	\$ 73.87	\$ 80.73	\$ 90.63
		Developer Analyst 3	\$ 85.40	\$ 94.27	\$ 106.60
	Developer	Developer 1	\$ 61.49	\$ 66.66	\$ 75.01
		Developer 2	\$ 72.02	\$ 78.64	\$ 88.51
		Developer 3	\$ 83.05	\$ 91.31	\$ 102.72
	Software Test Analyst	Software Test Analyst 1	\$ 51.50	\$ 61.30	\$ 67.03
		Software Test Analyst 2	\$ 65.88	\$ 71.07	\$ 77.53
		Software Test Analyst 3	\$ 76.46	\$ 81.93	\$ 90.55
	Technical Writer	Technical Writer 1	\$ 48.17	\$ 51.98	\$ 56.19
		Technical Writer 2	\$ 56.90	\$ 61.03	\$ 65.57
		Technical Writer 3	\$ 66.11	\$ 69.01	\$ 76.10
	Business Analyst	Business Analyst 1	\$ 64.68	\$ 70.15	\$ 65.57
		Business Analyst 2	\$ 75.92	\$ 82.28	\$ 90.01
		Business Analyst 3	\$ 88.38	\$ 95.68	\$ 106.02
	System Analyst	System Analyst 1	\$ 65.25	\$ 70.45	\$ 76.84
		System Analyst 2	\$ 75.77	\$ 82.18	\$ 90.18
		System Analyst 3	\$ 88.43	\$ 95.95	\$ 106.40
Data Management	Database Architect	Database Architect 1	\$ 71.68	\$ 76.88	\$ 83.38
		Database Architect 2	\$ 82.72	\$ 89.08	\$ 97.31
		Database Architect 3	\$ 95.74	\$ 101.92	\$ 113.73
	Data Warehouse Architect	Data Warehouse Architect 1	\$ 76.04	\$ 81.04	\$ 87.31
		Data Warehouse Architect 2	\$ 86.64	\$ 93.44	\$ 101.26
		Data Warehouse Architect 3	\$ 100.02	\$ 108.32	\$ 116.44
	Database Administrator	Database Administrator 1	\$ 70.26	\$ 74.63	\$ 80.66
		Database Administrator 2	\$ 80.86	\$ 87.16	\$ 94.54
		Database Administrator 3	\$ 92.82	\$ 100.48	\$ 110.54
Enterprise Architect	Enterprise Architect	Enterprise Architect 1	\$ 118.50	\$ 130.04	\$ 143.75
		Enterprise Architect 2	\$ 136.68	\$ 149.60	\$ 167.51
Project Management	Project Manager	Project Manager 1	\$ 80.27	\$ 96.73	\$ 99.84
		Project Manager 2	\$ 96.08	\$ 116.33	\$ 125.20
	Project Lead	Project Lead 1	\$ 80.84	\$ 87.16	\$ 94.07
		Project Lead 2	\$ 95.42	\$ 102.53	\$ 110.65
Telecom / Networking	Network Engineer	Network Engineer	\$ 77.02	\$ 89.28	\$ 91.90
	Network Administrator	Network Administrator 1	\$ 65.97	\$ 54.00	\$ 66.73
		Network Administrator 2	\$ 65.76	\$ 71.55	\$ 81.60
		Network Administrator 3	\$ 62.82	\$ 82.15	\$ 85.00
Customer Technical Support	Help Desk	Help Desk 1	\$ 39.95	\$ 42.98	\$ 47.11
		Help Desk 2	\$ 47.00	\$ 50.69	\$ 55.08
		Help Desk 3	\$ 54.92	\$ 58.60	\$ 63.58
	Technical Support	Technical Support 1	\$ 46.13	\$ 42.00	\$ 55.03
		Technical Support 2	\$ 54.55	\$ 58.71	\$ 64.02
		Technical Support 3	\$ 63.20	\$ 67.90	\$ 73.45

Vendor	Status	Contact Name	Vendor Email	Category Count	Vendor ID Number	HUB	Contract Number	Contact Telephone
22nd Century Technologies, Inc.	contract executed	Ramanjit Singh	govt@tscli.com	129	12235021214	N/A	DIR-SDD-1100	800-517-8408
4 Consulting, Inc.	contract executed	Vivek Anand	solv_dir@4ci-usa.com	129	1752869552500	AS/F	DIR-SDD-1098	214-698-8633 x5101
Abdeladim & Associates	contract executed	Nadir Abdeladim	nadir@abdeladim.com	81	1742868098100	H/F	DIR-SDD-1172	512-251-9252
ACS Dateline, Lp dba Black Box Network Services	contract executed	Quint Cardwell	Quint.Cardwell@acsdataline.com	42	1742421083300	N/A	DIR-SDD-1156	512-719-6612
Active Reality Inc., DBA: Active Strategies, Inc.	contract executed	Steve Parker	sparker@activeresults.com	129	1742984822000	WO/F	DIR-SDD-1128	512-391-1777
Adea Solutions, Inc.	contract executed	Ron White	rdwhite@adeasolutions.com	129	1752647541700	AS/M	DIR-SDD-1157	972-354-3834
AES Technology LLC	contract executed	Salomon Santillan	info@aes-tech.com	129	1261370084300	H/M	DIR-SDD-1186	512-749-5742
AgreeYa Solutions Inc	Issued ITN; under negotiation	Tim Sires	tim.sires@agreeya.com	129	1202965578900	N/A	DIR-SDD-1225	916-351-2509
Ajilon, LLC dba: Ajilon Consulting	Issued ITN; under negotiation	Walter Strausbaugh	ajilonstateofix@ajilon.com	129	943357539	N/A	DIR-SDD-	717-790-0729
Allied Consultants, Inc.	contract executed	Christine Knight	cknight@alliedconsultants.com	129	1742619666700	N/A	DIR-SDD-1102	512-236-8535x216
Altuit, Inc.	Issued ITN; under negotiation	Chris Bohnert	chris@altuit.com	129	1742619666700	N/A	DIR-SDD-1277	512-925-0570
Amer Technology Inc	contract executed	Anthony Mulieri	amulieri@amersolutions.com	129	1742828249900	AS/M	DIR-SDD-1187	210-256-7070
American Unit Inc	contract executed	Shashi Kauravla	shashi.kauravla@americanunit.com	129	800986533	N/A	DIR-SDD-1226	214-578-0096
Analyze Soft Inc	Issued ITN; under negotiation	Deepali Deepak	deepali.deepak@analyzesoftinc.com	129	1522400467900	N/A	DIR-SDD-1205	303-653-2230
Apex Systems, Inc.	Issued ITN; under negotiation	Scott Kennedy	skennedy@apexsystemsinc.com	129	1541773546900	N/A	DIR-SDD-1269	512-879-6095
AppleOne Employment Services	Issued ITN; under negotiation	Kenneth Landau	klandau@appleone.com	129	1752552958600	N/A	DIR-SDD-1188	310-516-1572
APS Systems, Inc.	contract executed	Anu Ranjan Goel	aguel@aps-systems.com	129	1742872655200	AS/M	DIR-SDD-1091	512-217-9770
Ardent Technologies, Inc.	contract executed	Vas Appalaneni	vas@ardeninc.com	129		N/A	DIR-SDD-1158	937-312-1345
Ark Solutions Inc	contract executed	Bhavna Vashist	rpf@arksolutionsinc.com	129	1050573015900	N/A	DIR-SDD-1227	703-502-6999 x2
Ask Staffing	Issued ITN; under negotiation	Manish Karani	mkarani@askstaffing.com	129		N/A	DIR-SDD-1206	678-641-0788
Austin Ribbon & Computer	contract executed	Danna Stedman	danna.stedman@arc-texas.com	129	1742339797900	WO/F	DIR-SDD-1159	512-452-0651 x241
Ava Consulting	Issued ITN; under negotiation	Ash Bhargava	stateoftexas@avaconsulting.com	129	1752759035400	N/A	DIR-SDD-1278	214-575-8880
Bahwan CyberTek Inc	Issued ITN; under negotiation	Jerry Reyling	jerry@bahwancybertek.com	129	1043461279100	N/A	DIR-SDD-1228	770-304-8841
Bansar Technologies, Inc.	contract executed	Hemchand Bandreddy	hemchand@bansar.com	129	1203347874900	N/A	DIR-SDD-1092	512-507-3534
Bridgepoint Consulting, LLC	contract executed	Michael Johnson	mjohnson@bridgepoint-consulting.com	48	442834	N/A	DIR-SDD-1184	512-437-7925
BrileVision Technologies, Inc.	contract executed	Asha Nagaraj	anagaraj@brilevisiontechnologies.com	129	1742879140800	AS/F	DIR-SDD-1093	210-561-2906
Business Control Systems, LP	contract executed	Jack Trompert	jack.trompert@bcsmis.com	129	1752127718000	BU/M	DIR-SDD-1183	512-345-5022
C & T Consulting Services, LLP	contract executed	Roger Conway	candt@io.com	129	1752794101100	N/A	DIR-SDD-1098	512-502-1031
C&T Information Technology Consulting, Inc.	contract executed	Shannon Grice	sales@candtech.com	129	1331039426000	WO/F	DIR-SDD-1097	(512)610-0040
Capitol Systems Incorporated	Issued ITN; under negotiation	David Baley	dbaley@capvsinc.com	129	1742849417700	WO/F	DIR-SDD-1275	512-963-6906
Capital Technology Partners	Issued ITN; under negotiation	Frank Pekovich	fpekovich@captech-partners.com	129	1203394363500	N/A	DIR-SDD-1109	608-438-2592
Capitol Consulting Services	contract executed	Mark Ashley	mark.ashley@capitolconsulting.com	129	1742850623600	WO/F	DIR-SDD-1108	512-914-2523
CDI IT Solutions - CDI Corporation	contract executed	Erich Lambert	erich.lambert@cdicorp.com	129	1231341909000	N/A	DIR-SDD-1230	512-788-1940
Chandra Technologies, Inc.	contract executed	Ram Gurunathan	ram@chandratech.com	129	1043644212200	N/A	DIR-SDD-1165	608-636-9920 x9922
Ciber, Inc.	contract executed	Mary Anne Clement	bx.state.staffing@ciber.com	129	1382046633100	N/A	DIR-SDD-1101	512-458-6650
Cityon Systems, Inc.	contract executed	Preet Kumar	requirements@cityonsystems.com	129	752780873	AS/M	DIR-SDD-1164	888-799-9991 x245
Clarity Resource Group Inc	contract executed	James Urhausen	urhausen@clarity-us.com	129	1200775801900	N/A	DIR-SDD-1231	512-491-8004
Clearpoint Technology, Inc.	Issued ITN; under negotiation	Karl Brunner	dir@clearpointco.com	129	760611055	N/A	DIR-SDD-1170	713-779-4626
CMA Consulting Services	contract executed	Jon Barry	proposals@cma.com	129	1222580799400	N/A	DIR-SDD-1094	518-783-9003
CMC Americas Inc	Issued ITN; under negotiation	Malik Kamsani	malik.kamsani@cmc-americas.com	129	1721196796700	N/A	DIR-SDD-1232	703-505-8668
Cobb Information Systems, Inc.	contract executed	Joe Wilson	dir@cobbysystems.com	123	17427703602	N/A	DIR-SDD-1162	512-306-8333 x123
Cognitive Technologies inc - CogTech Inc	contract executed	Bruce McGraw	bmcmgraw@cogtechinc.com	26	1203677857200	N/A	DIR-SDD-1185	512-380-1204 x710

Complete Solutions Inc	contract executed	Madhav Kolli	info@complete-solutions.com	129	1760524129200	AS/M	DIR-SDD-1189	713-974-9060 x108
CompNova Inc	contract executed	Yiuling Panyamurthy	gov@compnova.com	129	1264307449000	AS/M	DIR-SDD-1233	972-671-1500 x106
Computer Aid, Inc.	contract executed	Joe Hessmiller	joe_hessmiller@compaid.com	129	1212380878900	N/A	DIR-SDD-1166	512-487-5706
Computer Consultants International Inc	Issued ITN; under negotiation	Arshia Tayyab	arshi@cci-worldwide.com	129	456461	N/A	DIR-SDD-1208	800-493-2105 x201
Comsys Services LLC	contract executed	Dana Potter	texasdale@comsys.com	129	1751300240600	N/A	DIR-SDD-1267	512-794-8848
Comtek Group, LLC	contract executed	Chris Fredrickson	cfredrickson@comtek-group.com	129		N/A	DIR-SDD-1167	972-792-1046
Cooper Consulting Company	contract executed	Melynda Caudle	staffing@cooperconsulting.com	129	1742723942500	WO/F	DIR-SDD-1084	512-527-1900
cPubs	Issued ITN; under negotiation	Jane Scott	jane.scott@cpubs.com	10	1742646897500	WO/F	DIR-SDD-1209	512-795-8900
Criner-Daniels & Associates, Inc.	contract executed	Walter Criner, Jr.	walter2@crinerdaniels.com	129	176007613002	BL/M	DIR-SDD-1099	713-787-0900
CSSI The Support Group Inc. dba Buchanan Associates	Issued ITN; under negotiation	Tracy Thompson	tthompson@buchanan.com	129	1752282766800	N/A	DIR-SDD-1234	972-869-3966 x7528
Cue Data Services Inc	Issued ITN; under negotiation	Beth Hodnett	belh@cuedata.com	129	1043218950300	N/A	DIR-SDD-1220	888-283-7378
Cyberficient Technologies, Inc.	contract executed	Cheryl Waldron	cherylw@cyfitech.com	129	1760509601800	N/A	DIR-SDD-1168	281-477-9009
Daman Consulting, Inc.	contract executed	Gita Lal	glal@damainc.com	93	1742760714200	AS/M	DIR-SDD-1169	512-329-6646
Database Security & Optimazation, LLC	contract executed	Steve Shi	ssh@dbosos.com	129	1810590180700	AS/M	DIR-SDD-1126	512-632-5285
Datamanusa, LLC	Issued ITN; under negotiation	Nidhi Saxena	bnidhi@datamanusa.com	129	1841552228500	N/A	DIR-SDD-1085	720-248-3100
Datamatics Global Services Inc	contract executed	Samir Mehta	samir_mehta@datamaticstech.com	90	51-0388254	N/A	DIR-SDD-1212	734-525-4400
Denovo, LLC	Issued ITN; under negotiation	Harry Trumble	htrumble@denovong.com	10	1200315843800	N/A	DIR-SDD-1268	877-433-6686
Digitek Software Inc	contract executed	Pankaj Oza	pankaj@digiteksoftware.com	129	1311411607500	N/A	DIR-SDD-1213	888-764-8875 x102
Diversified Services Network Inc - DSN	Issued ITN; under negotiation	Nabil Refai	nrefai@dsnworldwide.com	127	36-3892853	N/A	DIR-SDD-1210	630-983-9819
Dploit Inc	Issued ITN; under negotiation	Marva Shaw	marva.shaw@dploit.com	129	1752912261000	BL/M	DIR-SDD-	214-534-0623
DurantaSoft Corporation	contract executed	Ravi Kotta	clientservices@durantasoft.com	129	1203089555600	AS/F	DIR-SDD-1207	512-576-5605
Dynamic Computing Services Corporation (DCS)	contract executed	Gerda Sessions	dir@dcshq.com	129	1911472534400	WO/F	DIR-SDD-1090	512-493-9703x203
e-Business Management Group, Inc.	contract executed	Jonathan Unnasch	info@e-bmg.com	123	1742945884100	N/A	DIR-SDD-1163	512-404-2399opt1
EKHP Consulting LLC	contract executed	Bill Peek	bill@ekhpconsulting.com	129	1753233037400	WO/F	DIR-SDD-1258	830-556-9091
Elite Computer Consultants, L.P. DBA: (ECOM)	contract executed	Marjo Able	DIR@ecom-inc.com	129	1741988441001	N/A	DIR-SDD-1124	210-495-4769
EMS Consulting - Employer Management Solutions Inc	contract executed	Rich Cannici	rcannici@consultems.com	129	77591	N/A	DIR-SDD-1211	813-287-2486 x228
ESG Consulting, Inc.	contract executed	Aesha Jadhav	esglobs@esginc.com	129	1770182777000	N/A	DIR-SDD-1171	404-567-4042
EXPINFO Inc	contract executed	Tiya Bhattacharya	lexas@expinfo.com	129	680611868	N/A	DIR-SDD-1252	518-459-4100 x102
Five Points and Associates, Inc.	Issued ITN; under negotiation	Elizabeth VanAcker	elizabeth.vanacker@fiveptg.com	93	1204386469800	WO/F	DIR-SDD-1279	941-751-1901
Gateway One Consulting, Inc.	contract executed	MaryBeth Farrar	marybeth@gatewaycon.com	129	1742964593400	WO/F	DIR-SDD-1129	512-694-9576
Gateway Solutions Inc	contract executed	Siva Jasli	siva@gatewaysi.com	123	1431910534300	N/A	DIR-SDD-1257	913-815-1055
GB Tech Inc	Issued ITN; under negotiation	Stephen Hawkins	shawkins@gbtech.net	114	1760163628900	BL/M	DIR-SDD-1246	281-333-3703 x132
GDH Consulting Inc	contract executed	Greg Stevens	gstevens@gdhconsulting.com	129	1731610918400	N/A	DIR-SDD-1219	512-329-2086
Genesis Networks Enterprises LLC	contract executed	Tzachi Zeevi	tzachi.zeevi@genesissnet.com	129	26-4201992	HI/M	DIR-SDD-1223	210-489-6634
GenuineIT LLC	Issued ITN; under negotiation	Leah Young	lyoung@genuineit.com	129	1943471924100	N/A	DIR-SDD-	512-407-6808
Geologics Corporation	Issued ITN; under negotiation	Marsha Gephart	marsha_gephart@geologics.com	129	1521638914600	N/A	DIR-SDD-1183	512-331-4950
Gravitant, Inc.	contract executed	Sasi Subramaniam	services@gravitant.com	111	1200717145200	N/A	DIR-SDD-1103	512-535-7399
Harkrider Logic Resources Inc	contract executed	Robert Jones	bjones22@hotmail.com	96	1742710972700	N/A	DIR-SDD-1224	512-913-9879
HCL America Inc	Issued ITN; under negotiation	Stephen Timmons	stimmmons@hcl.in	129	1043173861500	N/A	DIR-SDD-	832-273-5438
Hire Productivity - Hire Technologies Inc - HPI	contract executed	Karen Hoffman	karen@hirepros.com	129	1742891838100	WO/F	DIR-SDD-1215	512-342-0055
Icon Information Consultants LP	contract executed	Jason Gregson	jgregson@iconconsultants.com	129	1760555545100	WO/F	DIR-SDD-1214	713-438-0919 x115
Indus Technology, Inc.	contract executed	Prasad Bhanchand	prasad_bhanchand@indus-tech.com	129	1742871205700	AS/M	DIR-SDD-1133	512-799-8019
InferData Ltd	contract executed	Falzi Arni	farni@inferdata.com	129	1742675115600	N/A	DIR-SDD-1260	512-415-7678

Infinite Computing Systems	contract executed	Rick Barchard	rbarchard@infinite-usa.com	129	421452799	N/A	DIR-SDD-1182	319-297-7530 x141
InfoExperts, Inc.	contract executed	Raj Chitgopkar	govt@infoexpertsusa.com	129	1752614943400	AS/M	DIR-SDD-1120	972-671-1500x102
INT Technologies, LLC	Issued ITN; under negotiation	Chuck Royse	croyse@intechnologies.com	129	1860979263700	N/A	DIR-SDD-1142	832-746-7741
Integrated Technology Solutions	Issued ITN; under negotiation	John Revier	jrevier@balisia.com	8	1204826709500	N/A	DIR-SDD-1280	512-658-9103
IntelliSoft Technologies Inc	contract executed	Ashulosh Parab	ashulosh@intellisofttech.com	129	1232933554600	WO/F	DIR-SDD-1216	972-756-1212 x105
Ipsa Facto Consulting, Inc.	contract executed	James A. Terrel	lterrel@ipsafacto.com	129	1742767910900	AS/M	DIR-SDD-1136	512-658-8083
iSphere Innovation Partners LLC	contract executed	Kemp Fuller	kfuller@isphere.net	129	1760650509100	N/A	DIR-SDD-1190	800-210-3215 x21
IT Planners	contract executed	Carmen Hernandez	chemandez25@att.net	129	1203444521800	N/A	DIR-SDD-1160	512-771-4732
J Vista	Issued ITN; under negotiation	Himanshu Kumar	himanshu@jvista.com	129	01-0710710	N/A	DIR-SDD-1191	732-634-0019
Jawood Business Solutions LLC	Issued ITN; under negotiation	Ray Rusch	rayrusch@jawood.com	129	1870790158500	N/A	DIR-SDD-1192	512-238-3119
JBward Consulting	contract executed	Jim Ward	JBWard@usa.net	129	1203314469700	N/A	DIR-SDD-1161	512-733-1735
Jefferson Associates, Inc.	contract executed	Limas Jefferson	ljefferson@jefferson-usa.com	123	1741804111100	BLM	DIR-SDD-1134	281-286-4000 x106
Keane Inc	contract executed	Rickey Bunch	ricky_bunch@keane.com	129	1042437166300	N/A	DIR-SDD-1236	502-875-7981
Kforce, Inc.	contract executed	Aaron Botana	abotana@kforce.com	129	1770337705500	N/A	DIR-SDD-1111	512-231-3622
KMQ Enterprises, Inc. - Tailwind Associates	contract executed	Ed O'Brien	eoobrien@tailwindassoc.com	129	1141770964600	N/A	DIR-SDD-1222	518-579-3020 x107
Leading Edge Systems Richmond	Issued ITN; under negotiation	Adish Jain	adishj@lesr-it.com	129	541847767	N/A	DIR-SDD-1193	804-673-5100
Lobliolly Consulting, LLC	Issued ITN; under negotiation	Pay Wyman	DIR@lobliollyconsulting.com	86	12051568007900	WO/F	DIR-SDD-1180	512-585-2688q
Logan Britton, Inc.	contract executed	Christopher Dickey	ajahn@loganbritton.com	71	1760540852900	N/A	DIR-SDD-1112	713-821-1361
Logic House, LTD.	contract executed	Keith House	kahouse@logichouse.com	129	1251632075600	N/A	DIR-SDD-1118	310-871-2790
Lore Crafters, LLC	Issued ITN; under negotiation	Karin Huegele	khuegele@lorecrafters.com	27	1260551262800	AS/F	DIR-SDD-1281	817-717-3771
Luna Data Solutions	Issued ITN; under negotiation	Dana R Jones	djr1@airmail.net	129	1742963987900	WO/F	DIR-SDD-1106	512-784-7208
Malteo, Inc.	contract executed	Reena Bawa	reena@malteo.com	129	1200900146700	N/A	DIR-SDD-1179	512-203-6185
Management Technology Group, LLC dba MTG	contract executed	William Rippi	wrippi@mtgmc.com	57	1911725305400	N/A	DIR-SDD-1196	512-583-1460
Management Consultants, LLC	contract executed	Cecil Martin	cese@martinpsi.com	129	1742859046100	N/A	DIR-SDD-1195	512-794-0446
Martin Process Solutions, Inc.	Issued ITN; under negotiation	Sudheer Vemula	sudheer.vemula@gmail.com	129	1223551009100	N/A	DIR-SDD-1115	848-203-1840
Mascon Global Consulting, Inc.	Issued ITN; under negotiation	Sheryl Pearson	sheryl.pearson@metaformers.com	12	541972666	N/A	DIR-SDD-1194	703-288-4620
Metaformers Inc	contract executed	Tony Sanchez	tony.sanchez@mindspheretq.com	123	1752965505600	HI/M	DIR-SDD-1197	214-695-3905
MindSphere Technology Group LLC	Issued ITN; under negotiation	L. Mohun Kapur	mohun.kapur@mindedk.com	129	1954708656100	N/A	DIR-SDD-1087	717-732-2211 x242
Mindteck, Inc.	contract executed	Sri Kancherla	skancherla@bournotec.com	129	1770368095300	N/A	DIR-SDD-1228	224-232-5090 x202
Mirage Software, Inc. dba Bournotec Solutions, Inc.	Issued ITN; under negotiation	Cara Hale	chale@mmcgpr.com	129	1752910732200	N/A	DIR-SDD-1282	972-893-0300 x233
MMC Group, L.P.	contract executed	Missy Bishop	mbishop@mrmwmanagement.com	129	1742845404900	BL/M	DIR-SDD-1147	512-322-2347
MRSW Management LLC	contract executed	Keili Fisher	dir@nfcconsulting.com	129	1742846350300	WO/F	DIR-SDD-1110	512-719-4021
N F Consulting Services	contract executed	Vicki Volick	company@nhrg.com	129	1742704752100	WO/F	DIR-SDD-1086	512-328-4448
National Human Resource Group, Inc.	contract executed	Trish Davis	tdavis@nps.com	129	1760330405000	WO/F	DIR-SDD-1235	713-272-8800
National ProSource Inc	contract executed	Richard Carter	Dir_reqs@neosconsulting.com	129	1562314260900	HI/F	DIR-SDD-1116	512-799-2360
Neos Consulting Group, LLC	contract executed	Hari Maralia	hari@nipunsys.com	129	1640959178700	AS/M	DIR-SDD-1198	512-466-9357
Nipun Systems Inc	contract executed	Debbie Waggoner	debbie@nodusinc.com	123	75-2082975	N/A	DIR-SDD-1199	940-627-9163
Nodus, Inc.	Issued ITN; under negotiation	Ramesh Jampula	rjampula@nuls.com	129	1593403075800	N/A	DIR-SDD-1200	561-893-4505
Nu Info Systems, Inc.	contract executed	Balaji Jankay	balaji@objectec.com	102	1742861221600	AS/M	DIR-SDD-1113	512-791-4747
Objectec, LTD	contract executed	Rick Garcia	bxdr@objectwin.com	129	1780555787900	AS/M	DIR-SDD-1114	713-337-1836
Objectwin Technology, Inc.	Issued ITN; under negotiation	M.K. Morris	mmorris@onpointsoftware.com	129	1562414277200	BL/F	DIR-SDD-1283	512-524-9606
On Point Software Technology Corporation	contract executed	Mari Gonzales	mari.gonzales@oic-inc.com	129	1752712991400	HI/M	DIR-SDD-1201	972-467-4050
Open Integration Consulting Inc								

OSS inc. Operating Systems Services Inc.	contract executed	Max Beauvoir	max@ossjobs.com	129	1742681419400	BL/M	DIR-SDD-1146	512-255-2424 x14
PDS Technical Services	contract executed	Michael Staudte	mstaudte@pdsstech.com	129	1910996444501	N/A	DIR-SDD-1145	512-343-0303x13002
Peak Systems (The Peak Organization)	contract executed	Patrick Adam	patrick.adam@yahoo.com	129	1200208670500	N/A	DIR-SDD-1144	210-608-7002
PMCS Services, Inc.	Issued ITN; under negotiation	Madhu Reddy Basu	reddy@pmcsservices.com	129	1205186671800	N/A	DIR-SDD-1284	512-507-4975
Powersolv, Inc.	Issued ITN; under negotiation	Rahul Dhawan	info@powersolvinc.com	129	1541756944700	N/A	DIR-SDD-1202	703-230-5500
Precision Task Group, Inc.	contract executed	Mary Longoria	DIR@ptg.com	129	1742131973600	H/M	DIR-SDD-1139	713-787-1150
Principal Integration Solutions, Inc.	contract executed	Robbie Paryani	rparyani@principalintegration.com	129	1810566873700	N/A	DIR-SDD-1176	512-791-0066
Programming Solutions, Inc.	Issued ITN; under negotiation	Chuck Hill	chill@mr.net	72	1411641190200	N/A	DIR-SDD-1203	763-424-8154
Prudent Technologies & Consulting, Inc.	Issued ITN; under negotiation	Mary Ann Knecht	mknecht@prudentconsulting.com	129	1760590369300	AS/M	DIR-SDD-1204	281-569-4162
Pursuit of Happiness LLC dba Secure One Technology	contract executed	Anthony Landours	tony@secureonetech.com	48	1202158009200	H/M	DIR-SDD-1253	940-689-8889
RADGOV, Inc.	contract executed	Deepa Koduru	dkoduru@radgov.com	129	12027529895	N/A	DIR-SDD-1175	954-938-2800
Ramsoft Systems, Inc.	Issued ITN; under negotiation	Sandy Sikilgar	sandy@ramsoft.net	123		N/A	DIR-SDD-1256	248-663-0580
Rapisource LLC	contract executed	Bhaskar Sowdani	bsowdani@rapisource.com	129	1201021486900	N/A	DIR-SDD-1138	512-377-6807
RE-Consulting, Inc.	contract executed	Rosemary Estes	roestes99@yahoo.com	60	1742988324600	WO/F	DIR-SDD-1132	512-346-6018
Resources Data, Inc.	contract executed	Howard Earl	howard@resdat.com	99	1920131155200	N/A	DIR-SDD-1259	907-770-4134
Resource Integrators, LLC	Issued ITN; under negotiation	Audra L. Terrazas	DIR@resourceintegrators.com	129	1753094983700	WO/F	DIR-SDD-1285	512-219-8700
RFD & Associates, Inc.	contract executed	Melissa Marshall	dirjobs@rdinc.com	129	1742736774700	WO/F	DIR-SDD-1130	512-628-2633
Rhyan Technology Services, LLC	contract executed	Almarea Owens	dir@rhyan.com	129	1742993828900	A/M	DIR-SDD-1107	512-328-8688x22
RightStaff, Inc.	contract executed	Kevin Womack	itrecruiter@rightstaffing.com	129	1752791081800	WO/F	DIR-SDD-1250	469-583-1111
RKV Technologies, Inc.	contract executed	Lucy Watts	lucy.watts@rkvtechnologies.com	129	1200343180100	N/A	DIR-SDD-1261	573-659-9979
Ronald Walker Associates II, Inc.	Issued ITN; under negotiation	Ronald Walker	rwalker@rwa-corp.com	129	1751864723900	N/A	DIR-SDD-1286	817-358-1730
Rose International, Inc.	contract executed	John Truesdell	state_loggov@roseint.com	129	1431634470500	N/A	DIR-SDD-1251	888-430-7673 x7012
S&C Staffing Inc	Issued ITN; under negotiation	Suhasini Mittapalli	suha@sandcstaffing.com	129	1202277967700	N/A	DIR-SDD-	913-375-0818
S&R Professionals, LP	Issued ITN; under negotiation	Rama Gorjala	rama@sr-professionals.com	129	1780680663000	AS/F	DIR-SDD-1248	713-983-9913
Salvaggio, Teal & Associates	contract executed	Milt Salvaggio	milt.salvaggio@staconsulting.net	48	1742983103900	N/A	DIR-SDD-1143	512-797-7338
Sapphire Technologies LP	Issued ITN; under negotiation	Kara Miller	kara.miller@sapphire.com	129	26-3305132	N/A	DIR-SDD-	512-231-9100
Sciocom Infrastructure Services, Inc.	Issued ITN; under negotiation	Samit Roy	sroy@sciocominfra.com	129	1202156088800	N/A	DIR-SDD-1247	404-636-9882
Science Applications International Corp.	contract executed	Linda Paxton	linda.k.paxton@saic.com	86	19536308687	N/A	DIR-SDD-1095	210-731-1405
Scientel Wireless, LLC	contract executed	N. Santos	tdir@scientelwireless.com	60	7001860555900	N/A	DIR-SDD-1150	630-652-3829
Sentari Technologies, Inc.	contract executed	Michelle Hoskins	mhoskins@sentari.com	129	1752598563000	WO/F	DIR-SDD-1127	512-795-5206
Serenity Infotech, Inc.	contract executed	Dilip Tunki	requirements@serenityinfotech.com	129	1593841002700	N/A	DIR-SDD-1131	770-242-9966
Sierra Infosys, Inc.	Issued ITN; under negotiation	Senhil Kumar	senhil@sierratec-us.com	129	1481282551200	N/A	DIR-SDD-1249	713-747-9693
Sierra Systems	contract executed	Rebecca Sutphin	AustinRFP@SierraSystems.com	99	1980062361300	N/A	DIR-SDD-1096	512-583-2303
Sistema Technologies, Inc.	contract executed	Roxane Higareda	roxane@sistema-tech.com	129	1820573641800	H/M	DIR-SDD-1135	210-342-3380 x3380 cell 210-325-0886
SNAP, Inc.	Issued ITN; under negotiations	Vivek Bali	statebr@snapinc.net	129	1541896708900	N/A	DIR-SDD-1105	703-393-6400 x204
Solid IT Networks, Inc.	contract executed	Mike Cline	mcline@soliditnetworks.com	44	1752950281400	N/A	DIR-SDD-1217	281-445-9695
SoliSystems Corporation	contract executed	Roque Solis	roque@solisystems.com	47	1752961419400	H/M	DIR-SDD-1255	214-255-3063
SourcePulse, LLC	contract executed	Sunanda Mallireddy	sunanda@sourcepulse.com	129	1200955665000	AS/M	DIR-SDD-1121	512 576 7032
Spradling Consulting	contract executed	Shelby Spradling	shelby@spradlingconsulting.com	129	1203314272500	N/A	DIR-SDD-1148	512-699-4277
Spurtech Consultants, Inc.	Issued ITN; under negotiation	Nausheen Rana	nrana@att.net	129	1743002782500	AS/F	DIR-SDD-1287	512-218-4158
SRB Systems, Inc.	contract executed	Sarada Bandreddy	sarada@srbsystems.com	129	32034232622	N/A	DIR-SDD-1174	512-782-2514

Stark Holding, Inc.	Issued ITN; under negotiation	Randy Miller	DIR@starktalent.com	129	1742605970800	WO/F	DIR-SDD-1125	512-329-8100
Stellargy Services LLC	contract executed	Jan Petty	ipetty@stellargy.com	129	1203882286300	WO/F	DIR-SDD-1218	512-394-3444 x101
Strategic Staffing Solutions (S3)	Issued ITN; under negotiation	Chad Diddens	s3txdir@strategicstaff.com	129	1593455070500	N/A	DIR-SDD-1104	1-866-589-8326
Systems Evolution, Inc.	contract executed	Karen Stephenson	karen.stephenson@systemsevolution.co	129	1760420225300	N/A	DIR-SDD-1137	281-980-7596/ 281-494-1059
Systems Technology Group, Inc	Issued ITN; under negotiation	Brandon Murphy	bmurphy@stgit.com	129	1382612369000	N/A	DIR-SDD-1221	248-643-9010 x120
Tata America International Corporation (TCS America)	Issued ITN; under negotiation	Moses Arockiam	moses.arockiam@tcs.com	99	13-2805758	N/A	DIR-SDD-1283	732-306-7583
Technisource	contract executed	Chad Macy	chadmacy@technisource.com	123	1363536544104	N/A	DIR-SDD-1238	512-366-7555
Technosoft Corporation	Issued ITN; under negotiation	Venky Tirunillai	venky@technosoftcorp.com	129	456287	N/A	DIR-SDD-1237	763-315-3990
TechPeople.US, Inc.	contract executed	Aaron Roy	aaron@techpeople.us	129	1201891755400	AS/F	DIR-SDD-1173	512-989-5959x203
TekSystems, Inc.	contract executed	Rachel Thomas	dirsolcitations@teksystems.com	129	1522010575100	N/A	DIR-SDD-1117	512-249-4944
Texas GovLink, Inc.	contract executed	Mariano Camarillo	mariano@texasgovlink.com	129	1742899845600	HI/M	DIR-SDD-1122	512-474-1847
The Evolvers Group, L.P.	contract executed	Sandeep Sharma	txdir-rqs@evolversgroup.com	129	1752960146400	AS/M	DIR-SDD-1178	972-762-3661
The Quaternly Corporation	contract executed	Ben Harrison	ben.harrison@quaternly.com	129	1742392704900	WO/F	DIR-SDD-1177	512-301-2047
The Software Force, Inc.	contract executed	Jeanette S. Lee	tsfirecruiter@softwareforce.com	30	1752667204700	BL/F	DIR-SDD-1149	214-426-1418
T-MAR Consulting, Inc.	Issued ITN; under negotiation	Tom Wallace	tmarconsulting@gmail.com	129	1742959506300	WO/F	DIR-SDD-1276	512-775-0471
Total Project Management for Government (TPMG)	contract executed	Bill Briggs	bill@tpmgov.com	15	1742935675500	WO/F	DIR-SDD-1152	512-791-8708
Trigyn Technologies, Inc.	contract executed	Sangeetha Joy	sangeetha.joy@trigyn.com	123	154194840100	N/A	DIR-SDD-1239	732-777-4606
Underwood Software Association, Inc.	Issued ITN; under negotiation	Fernando Arriguaci	farriguaci@usainclx.com	129	1742819781200	HI/M	DIR-SDD-1151	512-423-5784
Unified Business Technology	Issued ITN; under negotiation	Michelle D'Souza	michelle@ubtus.com	129		N/A	DIR-SDD-1240	248-614-3500 x222
UR International, Inc.	contract executed	Upendra Sahu	upendra.sahu@urinternational.com	123	1760442178800	AS/M	DIR-SDD-1241	281-989-4411
V Group, Inc.	contract executed	Monika Rohila	monika@vgroup.net	129	1522175892100	N/A	DIR-SDD-1245	732-548-9700 x127
Verity Services	contract executed	Kemp Fuller	kfuller@coverity.com	129	1260247721300	WO/F	DIR-SDD-1242	800-210-3215 x21
Verizon Business Network Services dba Verizon Business	contract executed	Marty Weidenbach	weidenbach.marty@verizonbusiness.com	129	13-2745892	N/A	DIR-SDD-1254	979-219-9827
Vignon Corporation	contract executed	Kathy Blanck	recruiterdir1@yahoo.com	111	1912158507900	WO/F	DIR-SDD-1155	214-340-3331
Visionary Integration Professionals, LLC	Issued ITN; under negotiation	Patly Nelson	pnelson@vipconsulting.com	129	20-2969301	N/A	DIR-SDD-1262	916-985-9625
Viva USA, Inc.	contract executed	Ilango Radhakrishnan	iradhak@viva-it.com	129	13640773688	N/A	DIR-SDD-1154	847-368-0860 x223
Wise Men Consultants	Issued ITN; under negotiation	Lavanne "Scotty" Scott	scotty@wisemen.net	129	178054604900	WO/F	DIR-SDD-1243	512-750-0649
WorldTek, LLC	contract executed	Louis Casadonte	dir@worldtekllc.com	129	1541954993400	N/A	DIR-SDD-1153	703-819-3979
Yoh Services LLC dba Yoh IT	Issued ITN; under negotiation	Dan Laury	daniel.laury@yoh.com	129	1200427544700	N/A	DIR-SDD-1264	713-686-5944
Zycron, Inc.	contract executed	Lori McColl	lmccoll@zycron.com	129		N/A	DIR-SDD-1244	214-335-6004

Agenda Item:	8						
Date:	10/15/2009						
Time:	10:30:05 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the City to utilize a state cooperative contract with the State of Texas Department of Information Resources (DIR) to provide the City of San Antonio with Information Technology staffing services for a cost of \$2,000,000.00, funded with FY 2010 Capital Budget and Operating funds. [Sharon De La Garza, Assistant City Manager; Janie Cantu, Director, Purchasing & General Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				x
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x			x	