



## REQUEST FOR PROPOSAL

### *RFP No.721-1634 IT Staff Augmentation*

Bid Submittal Deadline: Friday, August 26th, 2016 at 2:30 PM CST

The University of Texas at Austin  
Department of Informational Technology Services

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July 25<sup>th</sup>, 2016

# REQUEST FOR PROPOSAL

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## SECTION 1

### INTRODUCTION

#### 1.1 Description of University

The University of Texas at Austin is the largest academic component of The University of Texas System, a major research university, and home to more than 50,000 students and 24,000 faculty and staff members.

The University of Texas was established by the state legislature in 1881; by popular vote, the Main University was located at Austin and the Medical Branch at Galveston. The Austin campus was opened in September, 1883, with a faculty of 8 and a student body of 218. The central campus has grown from 40 to more than 360 acres, while the student body has increased to about 38,000 undergraduates and 12,000 graduate students. In 1967, with the creation of The University of Texas System, the name of the Main University was changed to The University of Texas at Austin.

Through teaching, research, and public service, the University's activities support its core purpose:

*To transform lives for the benefit of society through the core values of learning, discovery, freedom, leadership, individual opportunity, and responsibility.*

University students represent both the diverse population of the state and the full range of contemporary scholarship: an undergraduate may choose courses from more than 160 fields of study while pursuing any of more than 100 majors. Undergraduate study is supported by extensive mainframe and microcomputer facilities and by one of the largest academic libraries in the nation. Students also benefit from the broad range of scholarly and technical research conducted by the faculty and the research staff.

The city of Austin, with a population of about 820,000, is a relaxed and cosmopolitan setting for the University. The city is home to respected professional communities in theatre, dance, art, and music offering a wide range of cultural events. Students may also take part in recreational activities made possible by the temperate climate and Austin's location in the Hill Country of central Texas.

The University is accredited by the Southern Association of Colleges and Schools and is one of three Southwestern members of the Association of American Universities.

#### 1.2 Background and Special Circumstances

The University of Texas at Austin ("**University**") is currently conducting several projects aimed at modernizing University's administrative systems, business processes, data management, and technical architecture. A key part of these projects is the work to replace existing mainframe applications, transition data, retire applications and to integrate modern applications with the Enterprise Resource Planning ("**ERP**") implementation of the Workday HCM / Payroll and Financials modules and, in the future, the selected Student ERP. As a result of the University's application modernization effort, there are other projects, initiatives, and operational needs (e.g. UTLearn, MyUT, SailPoint, StarRez, etc.) across campus that are in scope of this RFP.

### 1.3 Objective of this Request for Proposal

The University of Texas at Austin ("**University**") is soliciting proposals in response to this Request for Proposal RFP No.721-1634 (this "**RFP**"), from qualified vendors to provide staff augmentation services (the "**Services**") for such functions as project managers, business analysts, developers / analysts, solution architects, etc. The Services are more specifically described in **Section 5** of this RFP.

University understands that services listed in **Section 1.3** above require different skill sets and involvement; therefore, University intends to make multiple awards for this RFP.

### 1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System ("**UT System**"), which is comprised of nine academic and six health universities described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

## SECTION 2

### NOTICE TO PROPOSER

#### 2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:30 p.m., Central Standard Time (CST) on Friday, August 26th, 2016 (the “**Submittal Deadline**”).

#### 2.2 University Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following University contact (“**University Contact**”):

**Antoine Glasper**  
**Email: [aglasper@austin.utexas.edu](mailto:aglasper@austin.utexas.edu)**

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to University Contact. *University Contact must receive all questions or concerns no later than noon CST on Tuesday, August 9th, 2016.* University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns by **August 11th, 2016**; however, University reserves the right to decline to respond to any question or concern.

#### 2.3 Criteria for Selection

The successful Proposer, if any, selected by University in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as the “**Contractor.**”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) services to University, (2) total overall cost to University, and (3) project management expertise. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to University in a contract for the Services.

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. University may give consideration to additional information if University deems such information relevant.

The criteria to be considered by University in evaluating proposals and selecting Contractor, will be those factors listed below:

##### 2.3.1 Threshold Criteria Not Scored

- A. Ability of University to comply with laws regarding Historically Underutilized Businesses; and

- B. Ability of University to comply with laws regarding purchases from persons with disabilities.
- C. Proposer's exceptions to the terms and conditions set forth in **Section 4** of this RFP.

2.3.2 Scored Criteria

- A. Cost (25%);
- B. Vendor Experience (35%);
- C. Staffing and Resources (30%);
- D. Service Plan (10%).

**2.4 Key Events Schedule**

Issuance of RFP	Monday, July 25 <sup>th</sup> , 2016
Deadline for Questions / Concerns (ref. <b>Section 2.2</b> of this RFP)	12 p.m. CST on Tuesday, August 9 <sup>th</sup> , 2016
Submittal Deadline (ref. <b>Section 2.1</b> of this RFP)	2:30 p.m. CST on Friday, August 26 <sup>th</sup> , 2016

**2.5 Historically Underutilized Businesses**

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this Section 2.5 will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by the Proposer is subject to review by University to ensure compliance with the HUB program.

2.5.2 University has reviewed this RFP in accordance with Title 34, *Texas Administrative Code*, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan (“**HSP**”) is required as part of Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX THREE** and incorporated for all purposes.

Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including **APPENDIX THREE**. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with Section 2161.252, Government Code.

Questions regarding the HSP may be directed to:

Contact: Tiffany Dockery-Gibson  
HUB Staff Associate-HUB Program  
Phone: 512-471-2863  
Email: [tiffany.dockery@austin.utexas.edu](mailto:tiffany.dockery@austin.utexas.edu)

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a newly modified version of the HSP in accordance with the terms of **APPENDIX THREE** that sets forth all changes requested by Contractor, (2) Contractor provides University with such a modified version of the HSP, (3) University approves the modified HSP in writing, and (4) all agreements or contractual arrangements resulting from this RFP are amended in writing by University and Contractor to conform to the modified HSP.

2.5.4 Proposer must submit two (2) originals of the HSP to University at the same time it submits its proposal to University (ref. **Section 3.2** of this RFP.) **The originals of the HSP must be submitted under separate cover (mailed independently) and in a separate envelope (the “HSP Envelope”).** Proposer must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

2.5.4.1 the RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP), both located in the lower left hand corner of the top surface of the envelope,

2.5.4.2 the name and the return address of the Proposer, and

2.5.4.3 the phrase “HUB Subcontracting Plan”.

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements may be rejected by University and returned to the Proposer unopened as that proposal will be considered non-responsive due to material failure to comply with advertised specifications. Furthermore, University will open a Proposer’s HSP Envelope prior to opening the proposal submitted by the Proposer, in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer’s HUB Subcontracting Plan (“HSP”) that are required by this RFP. A Proposer’s failure to submit the number of completed and signed originals of the HSP that are required by this RFP may result in University’s rejection of the proposal submitted by that Proposer as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to the Proposer unopened (ref. **Section 1.5** of **APPENDIX ONE** to this RFP). **Note:** The requirement that Proposer provide two (2) originals of the HSP under this **Section 2.5.4** is separate from and does not affect Proposer’s obligation to provide University with the number of copies of its proposal as specified in **Section 3.1** of this RFP.

**If Proposer's submitted HSP refers to specific page(s) / Sections(s) of Proposer's proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials and/or employees, Proposer must include copies of those pages in the HSP Envelope.** Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

If Proposer has any questions regarding the HSP requirements of this RFP contact Tiffany Dockery ([tiffany.dockery@austin.utexas.edu](mailto:tiffany.dockery@austin.utexas.edu), 512-471-2863).



## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Number of Copies

Proposer must submit a total of one (1) complete and identical copy of its *entire* proposal. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**). The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

***The University does not consider electronic signatures to be valid therefore the original signature must be a "wet signature."***

Proposer must submit one (1) complete and identical copy of the *entire* proposal electronically on USB Flash Drive. USB Flash Drive must include a protective cover and be labeled with Proposer's name and RFP number.

In addition, Proposer must submit one (1) additional electronic copy of the proposal on USB Flash Drive on which all proposed pricing information, provided in response to Section 6, has been removed.

#### 3.2 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to:

The University of Texas at Austin  
Purchasing Office  
110 Inner Campus Drive  
Main Bldg., Room 132  
Austin, Texas 78712-1140  
**Attn: Antoine Glasper**

**NOTE: Show the Request for Proposal number and submittal date in the lower left-hand corner of sealed bid envelope (box / container).**

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a 3-ring binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

#### 3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred and twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

#### 3.4 Terms and Conditions

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer

(ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.4.1.1 Specifications and Additional Questions (ref. **Section 5** of this RFP);
- 3.4.1.2 Agreement (ref. **APPENDIX TWO**);
- 3.4.1.3 Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4 Notice to Proposers (ref. **Section 2** of this RFP).

### **3.5 Submittal Checklist**

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP)
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.5.4 Signed and Completed Addenda Checklist (ref. Section 4 of **APPENDIX ONE**)
- 3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP)
- 3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** of this RFP and **APPENDIX THREE**).

## SECTION 4

### GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 4.1** of this RFP. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

**NOTE: Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Proposer's disqualification.**

- 4.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must submit a list of the exceptions with proposal.

## SECTION 5

### SPECIFICATIONS AND ADDITIONAL QUESTIONS

#### 5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor.**”

**Contract Term:** University intends to enter into an agreement with the Contractor to perform the Services for an initial three (3) year base term, with the option to renew for two (2) additional one (1) year renewal periods, upon mutual written agreement of both parties.

**Approval by the Board of Regents:** No Agreement resulting from this RFP will be effective for amounts exceeding one million dollars (\$1,000,000) until approved by the Board of Regents of The University of Texas System.

**Multiple Awards:** Due to the number of projects required by multiple units (“**CSUs**”) across campus simultaneously throughout the year, it has been determined that having multiple Contractors is more beneficial to University. Therefore, University reserves the right to make multiple awards against this RFP.

**Special Considerations:** Proposer is not required to be able to provide all of the position types listed in **Section 5.3.2** and may bid on any or all positions.

Note that the need for services is only anticipated and should not be considered as guaranteed. Each project will require a Scope of Work that outlines the specific components of the project and defines the primary deliverables.

Both the Contractor(s) and CSUs will sign the Scope of Work and agree upon the elements it contains. In-person interviews may be required by the hiring CSU.

Contractor may be engaged for hourly work or for work to complete a deliverable.

#### 5.2 Description of Current Environment

Currently, the University is undergoing a major change to its business software and processes, including implementation of a new ERP (Workday), which will replace the current Financial, HR, and Payroll systems; a new learning management system, Cornerstone; a new Student Web portal, Looking Glass, which will provide a one-stop-shop for information for students, faculty, staff, and researchers. In addition, University’s technical infrastructure is also undergoing major changes, including transition to SailPoint, Duo two-factor authentication, and MuleSoft ESB. The University is also transitioning applications off a mainframe and plans to decommission the mainframe in the future.

The University is a federated system of CSUs that have IT groups embedded within them. However, the amount of technical change that will occur over the next five (5) years will make it difficult for the CSUs to continue with their own work while completing the additional work necessary for the transitions of business software, processes, and

technical infrastructure. Therefore, it is anticipated that CSUs will need to contract additional technical help to complete all necessary tasks in a timely manner.

The need for technical assistance is expected to increase over the next 6-24 months, and then to level off. Eventually it will decrease as University completes implementation of the new business software and processes, technical infrastructure, and transitions applications off the mainframe.

## 5.3 Scope of Work

### 5.3.1 General Information and Requirements

- A. The primary work location will be at University's main campus unless otherwise indicated.
- B. Any and all travel, per diem, parking (ref. **Section 5.3.4.C** of this RFP), and / or living expenses must be at Contractor's expense.
- C. Services must be provided during normal business hours unless otherwise coordinated through CSU. Normal business hours are Monday through Friday from 8 a.m. CST till 5 p.m. CST, excluding University holidays (<https://hr.utexas.edu/current/leave/holidays.html>). Note that University does not observe all State of Texas holidays. Contractor may work different hours if preapproved by CSU.
- D. Contractor must be available for meetings at specified times as required. Meetings may be onsite or via Skype, Adobe Connect, or other electronic means, as deemed appropriate by CSU.
- E. University will provide preapproved, written authorization for travel for any services to be performed away from the primary work location(s). University will reimburse the actual cost of travel and lodging in accordance with State of Texas policies (<https://fmx.cpa.state.tx.us/fmx/travel/index.php>). Receipts will be required for all charges.
- F. Contractor may be required to work outside the normal business hours on weekends, evenings and holidays, as requested. Payment for work over forty (40) hours will be at the hourly rate quoted and must be coordinated and pre-approved through University.
- G. Training may be provided by University to Contractor for any University systems Contractor is expected to work on, except in cases where experience is called for in a specific statement of work.
- H. Contractor must report to a designated point of contact within the CSU, which will be identified upon Service request.
- I. Contractor will be responsible for providing detailed accounting of their time in order to receive payment. The University shall make monthly payments to Contractor in accordance with the Monthly Billing Breakdown, which shall itemize separate categories for Contractor's personnel, each phase of work,

along with the billing period defining the dates worked and cost for each category.

- J. Contractor must not keep copies of any University property, including documentation or code in a third-party location / repository. All documentation and code must be stored only on University servers / locations.
- K. Contractor is responsible for providing its own equipment to include laptops. University will provide electricity and work space.
- L. Appropriate attire is business casual wear.

### 5.3.2 Job Descriptions

Contractor will provide staff augmentation services for the following functions (detailed job descriptions are provided in **APPENDIX FIVE** of this RFP):

1. Programmer / Developer Analyst (e.g., Software AG's Natural and Adabas, Python, Java, PHP);
2. Programmer / Developer, e.g.:
  - a. Web Developer: UI / UX Developer, Drupal
  - b. Web Designer: WordPress, Drupal, HTML, CSS, JavaScript, PHP
  - c. Integrations Developer: Workday, MuleSoft, Cornerstone, Canvas
  - d. API Designer: design with integration in mind
  - e. CRM Developer, e.g. Salesforce;
3. Software Test Analyst;
4. Technical Writer;
5. Business Analyst;
6. Systems Analyst: Solutions Architect / SOA (service-oriented architecture);
7. Database Architect (Database / Integrations: Oracle, MySQL)
8. Data Warehouse Architect (Cognos, Tableau)
  - a. ETL Architect
  - b. ETL Developer
9. Database Administrator
10. Enterprise Architect
11. Project Manager
12. Project Lead
13. Network Engineer
14. Network Administrator
15. Security Analyst

16. Security Engineer

17. Security Architect

18. Help Desk

### 5.3.3 Work Hours

University's standard hours are 8:00 a.m. – 5:00 p.m. Central Time Zone (CDT), Monday through Friday; however, there is flexibility in hours when coordinated through CSU. University anticipates Services to be provided by Contractor during the University's standard hours of operation with occasional work after-hours, weekends and holidays to meet critical deadlines.

### 5.3.4 Substitution and Removal of Personnel

Contractor is responsible for providing all personnel resources necessary to perform Services, unless specifically stated as the responsibility of University. Throughout the Contract Term the Contractor must:

- A. Provide qualified personnel to perform all required Services;
- B. Promptly remove and replace personnel at the request of University;
- C. Provide University written notice of any plan to add, remove and replace personnel; and
- D. Obtain University approval of all personnel.

In the event Contractor needs to add or substitute personnel during Contract Term, Contractor must provide University with several qualified candidates as potential replacements. Detailed resumes of proposed personnel replacements must be provided to University within fifteen (15) calendar days prior to either the proposed start date of any additional personnel or, in the event of substituted personnel, the last working day of the replaced individual. University shall have the right to conduct an interview of all such personnel. University shall provide Contractor with written notice of approval or rejection of proposed personnel within three (3) business days of receipt of the resume packet. University shall have the right to reject assignment of any of Contractor's personnel. Within five (5) calendar days of University's written notification of rejection, Contractor must provide the University with additional resumes of proposed individuals for review. This process must be repeated until University provides written notice to Contractor of the individual selected. The approved replacement individual must be on-site at University within fifteen (15) calendar days of selection notice.

University, in its reasonable discretion, may request that Contractor remove a particular individual who is providing Services under the resulting agreement if University reasonably believes that such individual is not providing the Services as described within this request and Contractor, after notice, has been unable to resolve performance issues relative to such individual. Contractor must provide University with the resume of qualified replacement individuals on or before the fifteenth (15th) calendar day following the last working day of the removed individual. University shall have the right to conduct an interview of all such personnel. University shall provide Contractor with written notice of approval or

rejection of proposed personnel within three (3) business days of receipt of the resume packet. University shall have the right to reject assignment of any of the Contractor's personnel. Within five (5) calendar days of University's written notification of rejection, Contractor must provide the University with additional resumes of proposed individuals for review. This process must be repeated until University provides written notice to Contractor of the individual selected. The approved replacement individual must be on-site at University within fifteen (15) calendar days of selection notice.

### 5.3.5 Contractor Responsibilities

#### A. Criminal Background Checks

Refer to **Section 12.28** of **APPENDIX TWO**, Sample Agreement, for information regarding criminal background check requirements which reads as follows:

Responsibility for Individuals Performing Work; Criminal Background Checks. Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will (1) provide University with a list ("**List**") of all individuals who may be assigned to perform the Work on University's premises and (2) have an appropriate criminal background screening performed on all the individuals on the List. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform the Work on University's premises.

Prior to commencing performance of the Work under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals on the List.

#### B. Keys and Access Cards

Contractor will be furnished, or given access to, keys and access cards to the service areas and will be held responsible for their use and misuse. All keys and access cards remain the property of University. Contractor will be liable for the cost of any replacement keys and access cards, and for the cost of any rekeying or reprogramming of locks necessitated by loss of keys and access cards. Upon completion of Services, Contractor will report to the Building Manager, who will advise Contractor on the key return procedures for that location.

#### C. Parking

Parking permits are required at all times for all vehicles parking on campus. It will be the responsibility of the Contractor to obtain the appropriate parking permits for the vehicles brought on campus. Contractor will also be



responsible for any parking violations that may occur while on campus. For additional information, please reference the Parking and Transportation Services (“PTS”) website: <http://www.utexas.edu/parking/> or contact PTS via email at [parking@www.utexas.edu](mailto:parking@www.utexas.edu).

#### D. Performance Evaluation

Upon the termination of each job assignment, Contractor must, upon University’s request, prepare a final report of Contractor’s activities.

Contractor is required to participate in evaluative reviews of the code he or she writes or the products he or she produces. At the discretion of the hiring CSU, this may be a review of progress toward milestones.

#### E. Confidentiality and Safeguarding of University Records

Contractor must (1) hold University Records in confidence and will not use or disclose University Records except as (a) permitted or required by the Scope of Work, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any reasonable action necessary to confirm that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws, including FERPA and the Gramm-Leach Bliley Act; the **Health Insurance Portability and Accountability Act (“HIPAA”) of 1996**; and the terms of the Scope of Work; (4) comply with the University’s rules, policies, and procedures regarding access to and use of University’s computer systems as per University’s Information Resources Use and Security Policy, Section 5.26 Vendor Access at <http://security.utexas.edu/policies/>.

### 5.4 Disclosure of Interested Parties

By signing the Execution of Offer (ref. **Section 2 of APPENDIX ONE**), Proposer agrees to comply with [Section 2252.908, Government Code](#) (“**Disclosure of Interested Parties Statute**”) and [1 Texas Administration Code Sections 46.1 through 46.5](#) (“**Disclosure of Interested Parties Regulations**”) as implemented by the Texas Ethics Commission (“TEC”), including, among other things, providing the TEC and University with the information required on the form promulgated by the TEC and set forth in **APPENDIX SIX**. **Proposer may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing the information on the TEC website at [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html).**

### 5.5 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer’s proposal:

#### **Vendor Experience (35%)**

1. Provide references from three (3) of Proposer’s customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services

described in this RFP. References are preferred to be Federal, State of Texas, or Higher Education customers.

Provide the following information for each customer:

- Customer name and address;
- Contact name with email address and phone number;
- Time period in which work was performed;
- Short description of work performed.

The University intends to conduct reference checks for account references provided by Proposers. It may, at its sole discretion, contact additional clients not presented as references.

2. Has Proposer worked with the University in the past five (5) years? If "yes," state department name, department contact, and provide a brief description of work performed.
3. Provide a detailed narrative of Proposer's, functioning as the Prime Contractor, organization. The narrative must include the following:
  - Brief overview of business operations, with an emphasis on IT-related business in higher education;
  - Respondent's experience in performing similar IT engagements for the public sector, with an emphasis on public higher education institutions;
  - Other key differentiators and justifications as to why Proposer believes they are best qualified to provide the services requested in this RFP;
  - Respondent's organizational chart.
4. For any subcontractor service providers included in the response, Proposer must provide a description of the role and level of involvement proposed for the subcontractor, as well as the subcontractor's prior experience and other qualifications to provide specified services.
5. Explain any issues Proposer has encountered on similar projects and how these issues were solved.

### **Staffing and Resources (30%)**

6. Explain Proposer's recruitment process. Describe how Proposer finds talent, determines the talent's fit for a position, retains talent, and any other details about the recruitment process.
7. Explain how Proposer sources applicants for a Contract position.
8. Explain how Proposer verifies the candidate for placement has the skills to be a successful fit.
9. Describe the process of measuring if the placement was successful.
10. If Proposer plans to use subcontractors, explain Proposer's subcontractor recruitment process. Describe how Proposer finds subcontractors with

appropriate talent, determines the talent's fit for a position, retains talent, and any other details about the recruitment process.

11. Explain Proposer's process of managing subcontractors.
12. Explain how performance issues are handled with staff resources supplied by Proposer.
13. Explain if Proposer sponsors H-1B visas.
14. Does Proposer have a professional development program for its Contractors? If "yes", describe the program.

**Service Plan (10%)**

15. Explain interaction process between Proposer and University during the time Services are performed.
16. When the Proposer fills a position, what effort is made to ensure the same Contractor is retained until the product is delivered and the position ends?
17. How many days' notice does Proposer typically give a client before a Contractor is pulled from a contract?
18. What is the Proposer's plan for when a placed resource leaves the Proposer's company prior to the completion of the assignment?
19. Explain if Proposer provides a Contract-to-Perm option. If "yes", describe.
20. Describe technical and organizational security measures implemented by Contractor.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas at Austin

**Ref.:** IT Staff Augmentation

**RFP No.:** 721-1634

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed price) below. The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP. Pricing schedule below (**Section 6.2**) must not be changed or amended.

**6.1 Types of Services Offered by Proposer**

Proposer shall place an "X" on the appropriate line below to indicate which job functions Proposer can provide:

- \_\_\_\_\_ Programmer / Developer Analyst;
- \_\_\_\_\_ Programmer / Developer;
- \_\_\_\_\_ Software Test Analyst;
- \_\_\_\_\_ Technical Writer;
- \_\_\_\_\_ Business Analyst;
- \_\_\_\_\_ Systems Analyst: Solutions Architect / SOA;
- \_\_\_\_\_ Database Architect (Database / Integrations: Oracle, MySQL)
- \_\_\_\_\_ Data Warehouse Architect
- \_\_\_\_\_ Database Administrator
- \_\_\_\_\_ Enterprise Architect
- \_\_\_\_\_ Project Manager
- \_\_\_\_\_ Project Lead
- \_\_\_\_\_ Network Engineer

- \_\_\_\_\_ Network Administrator
- \_\_\_\_\_ Security Analyst
- \_\_\_\_\_ Security Engineer
- \_\_\_\_\_ Security Architect
- \_\_\_\_\_ Help Desk

**6.2 Pricing for Services Offered (25%)**

Provide not to exceed (“NTE”) rate per level of experience per hour.

Total Contractor’s compensation must be the actual amount invoiced based upon the Contractor’s hourly billing, which may be less than the NTE amount. Reimbursable Expenses (e.g. travel) must be included in the NTE. The NTE must include the scope of all sub-contractors and their reimbursables, and must constitute full compensation for the Services.

Category	Title	Level	Not-to-Exceed Rate ( <i>\$ per Hour</i> )		
			Technology Type (ref. <b>APPENDIX FOUR</b> of this RFP)		
			Legacy	Core	Emerging
			NTE Rate	NTE Rate	NTE Rate
Applications	Programmer / Developer Analyst	Developer Analyst 1	\$	\$	\$
		Developer Analyst 2	\$	\$	\$
		Developer Analyst 3	\$	\$	\$
	Programmer / Developer	Developer 1	\$	\$	\$
		Developer 2	\$	\$	\$
		Developer 3	\$	\$	\$
	Software Test Analyst	Software Test Analyst 1	\$	\$	\$
		Software Test Analyst 2	\$	\$	\$
		Software Test Analyst 3	\$	\$	\$
	Technical Writer	Technical Writer 1	\$	\$	\$
		Technical Writer 2	\$	\$	\$
		Technical Writer 3	\$	\$	\$
	Business Analyst	Business Analyst 1	\$	\$	\$
		Business Analyst 2	\$	\$	\$
		Business Analyst 3	\$	\$	\$
System Analyst	System Analyst 1	\$	\$	\$	
	System Analyst 2	\$	\$	\$	
	System Analyst 3	\$	\$	\$	
Data Management	Database Architect	Database Architect 1	\$	\$	\$
		Database Architect 2	\$	\$	\$
		Database Architect 3	\$	\$	\$
	Data Warehouse Architect	Data Warehouse Architect 1	\$	\$	\$
		Data Warehouse Architect 2	\$	\$	\$
		Data Warehouse Architect 3	\$	\$	\$
	Database Administrator	Database Administrator 1	\$	\$	\$
Database Administrator 2		\$	\$	\$	

		Database Administrator 3	\$	\$	\$
Enterprise Architect	Enterprise Architect	Enterprise Architect 1	\$	\$	\$
		Enterprise Architect 2	\$	\$	\$
Project Management	Project Manager	Project Manager 1	\$	\$	\$
		Project Manager 2	\$	\$	\$
	Project Lead	Project Lead 1	\$	\$	\$
		Project Lead 2	\$	\$	\$
Telecom / Networking	Network Engineer	Network Engineer 1	\$	\$	\$
		Network Engineer 2	\$	\$	\$
	Network Administrator	Network Administrator 1	\$	\$	\$
		Network Administrator 2	\$	\$	\$
		Network Administrator 3	\$	\$	\$
Security	Security Analyst	Security Analyst 1	\$	\$	\$
		Security Analyst 2	\$	\$	\$
	Security Engineer	Security Engineer	\$	\$	\$
	Security Architect	Security Architect	\$	\$	\$
Customer Technical Support	Help Desk	Help Desk 1	\$	\$	\$
		Help Desk 2	\$	\$	\$
		Help Desk 3	\$	\$	\$
	Technical Support	Technical Support 1	\$	\$	\$
		Technical Support 2	\$	\$	\$
		Technical Support 3	\$	\$	\$

### 6.3 Delivery Schedule of Events and Time Periods

Indicate number of calendar days needed to commence the Services from the execution of the services agreement:

\_\_\_\_\_ Calendar Days

**6.4 University's Payment Terms**

University's standard payment terms for services are "Net 30 days." Proposer agrees that University will be entitled to withhold \_\_\_\_\_ percent (\_\_\_\_\_% ) of the total payment due under the Agreement until after University's acceptance of the final work product. Indicate below the prompt payment discount that Proposer will provide to University:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ days/net 30 days.

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPENDIX ONE**  
**PROPOSAL REQUIREMENTS**

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Purpose

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

#### 1.2 Inquiries and Interpretations

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University's responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4 of APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer's proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone number and FAX number to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

#### 1.3 Public Information

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (*Government Code*, Chapter 552.001, et seq.). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

#### 1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the "**Agreement**") attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

#### 1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. University will open the HSP Envelope submitted by a Proposer prior to opening the Proposer's proposal in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer's HUB Subcontracting Plan (also called the HSP) that are required by this RFP (ref. **Section 2.5.4** of the RFP.) All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be rejected by University as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation

with any of the Proposers. In conducting such negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At University's sole option and discretion, University may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University will defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of University.

After submission of a proposal but before final selection of Contractor is made, University may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

#### **1.6 Proposer's Acceptance of Evaluation Methodology**

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] the terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by University during this RFP process.

#### **1.7 Solicitation for Proposal and Proposal Preparation Costs**

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

#### **1.8 Proposal Requirements and General Instructions**

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

## 1.9 Preparation and Submittal Instructions

### 1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

### 1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

### 1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6** of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

### 1.9.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

### 1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

### 1.9.6 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP) as required by this RFP (ref. **Section 2.5** of the RFP.)

Upon Proposer's request and at Proposer's expense, University will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

University will not accept proposals submitted by telephone, proposals submitted by Facsimile ("FAX") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, in University's sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and

(b) do not place any requirements on University that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified herein and that such intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

1.9.7 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.9.8 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.9.9 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

## SECTION 2

### EXECUTION OF OFFER

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

- 2.1 By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
  - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
  - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
  - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
  - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
  - 2.1.6 If selected by University, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
  - 2.1.7 If selected by University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
  - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
  - 2.1.9 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE UNIVERSITY OF TEXAS SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
  - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2 By signature hereon, Proposer offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at University.
- 2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.
- 2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor

communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

**2.6** By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.

**2.7** By signature hereon, Proposer certifies as follows:

"Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

**2.8** By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Proposer has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with Proposer.

**2.9** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**2.10** By signature hereon, Proposer represents and warrants that all products and services offered to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.

**2.11** Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Proposer.

**2.12** If Proposer will sell or lease computer equipment to the University under any agreements or other contractual arrangements that may result from the submission of Proposer's proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code*, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

**2.13** **Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: \_\_\_\_\_

If Proposer is a Corporation, then Proposer's Corporate Charter Number: \_\_\_\_\_

RFP No.: 721-1634 IT Staff Augmentation

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

**Submitted and Certified By:**

\_\_\_\_\_  
(Proposer Institution's Name)

\_\_\_\_\_  
(Signature of Duly Authorized Representative)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Proposer's Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX Number)

\_\_\_\_\_  
(Email Address)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

\_\_\_\_\_

Address of principal place of business:

\_\_\_\_\_

\_\_\_\_\_

Address of office that would be providing service under the Agreement:

\_\_\_\_\_

\_\_\_\_\_

Number of years in Business: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Revenues Volume: \_\_\_\_\_

Name of Parent Corporation, if any \_\_\_\_\_

**NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.



- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.006, *Family Code*, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act*, Chapter 552, *Government Code*, and other applicable law.

### **3.2 Approach to Project Services**

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.3** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
  - 3.2.3.1 Identification of tasks to be performed;
  - 3.2.3.2 Time frames to perform the identified tasks;
  - 3.2.3.3 Project management methodology;
  - 3.2.3.4 Implementation strategy; and
  - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents if appropriate.

### **3.3 General Requirements**

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

### **3.4 Service Support**

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

### **3.5 Quality Assurance**

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

### **3.6 Miscellaneous**

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**  
**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas at Austin

**Ref.:** IT Staff Augmentation

**RFP No.:** 721-1634

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

**Note: If there was only one (1) Addendum, initial just the first blank after No. 1, not all five (5) blanks below.**

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPENDIX TWO**  
**AGREEMENT**  
**(SEE SEPARATE ATTACHMENT)**

**APPENDIX THREE**  
**HUB SUBCONTRACTING PLAN**  
**(SEE SEPARATE ATTACHMENT)**

**APPENDIX FOUR**  
**TECHNOLOGY TYPES**  
**(SEE SEPARATE ATTACHMENT)**

**APPENDIX FIVE**  
**JOB DESCRIPTIONS**  
**(SEE SEPARATE ATTACHMENT)**

## APPENDIX SIX

### DISCLOSURE OF INTERESTED PARTIES (Texas Ethics Commission Form 1295)

This is a sample of the Texas Ethics Commission's FORM 1295 – DISCLOSURE OF INTERESTED PARTIES. Please use the Texas Ethics Commission electronic filing web page (at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) to complete the most current Disclosure of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University.

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>			
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>			
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.</b>			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
<b>5 Check only if there is NO Interested Party.</b> <input type="checkbox"/>			
<b>6 AFFIDAVIT</b> <span style="float: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span>			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath	_____ Printed name of officer administering oath	_____ Title of officer administering oath	
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

**[Note: THIS CONTRACT TEMPLATE IS NOT AN OGC STANDARD FORM CONTRACT. THIS TEMPLATE IS INTENDED AS GENERAL INFORMATION AND AS AN EXAMPLE ONLY. THIS TEMPLATE IS NOT INTENDED TO PROVIDE SPECIFIC LEGAL ADVICE FOR A PARTICULAR SITUATION. PLEASE DO NOT RELY ON THIS TEMPLATE AS A SUBSTITUTE FOR OBTAINING LEGAL ADVICE FROM A LICENSED ATTORNEY.]**

## AGREEMENT BETWEEN UNIVERSITY AND CONTRACTOR

This Agreement between University and Contractor ("**Agreement**") is made and entered into effective as of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**"), by and between **The University of Texas** \_\_\_\_\_, an agency and institution of higher education established under the laws of the State of Texas ("**University**"), and \_\_\_\_\_, a \_\_\_\_\_ ("**Contractor**") **[Option: , Federal Tax Identification Number \_\_\_\_\_]** **[Note: If Contractor is an individual, delete the following text: “, Federal Tax Identification Number \_\_\_\_\_”. DO NOT INCLUDE AN INDIVIDUAL’S SOCIAL SECURITY NUMBER IN THIS AGREEMENT. Please review UT System Policy UTS165 related to protecting the confidentiality of Social Security numbers.]**

University and Contractor hereby agree as follows:

### 1. **Scope of Work.**

- 1.1 Contractor will perform the scope of the work ("**Work**") set forth in **Exhibit A**, Scope of Work, attached and incorporated for all purposes, to the satisfaction of University and in accordance with the schedule ("**Schedule**") for the Work set forth in **Exhibit B**, Schedule, attached and incorporated for all purposes. Time is of the essence in connection with this Agreement. University will have no obligation to accept late performance or waive timely performance by Contractor.
- 1.2 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local, laws, statutes, regulations and ordinances ("**Applicable Laws**"), for the performance of the Work.
- 1.3 **[Option (Include if Contractor has performed Work for University before this Agreement is signed.):** Upon execution of this Agreement, all services previously performed by Contractor on behalf of University and included in the description of the Work, will become a part of the Work and will be subject to the terms and conditions of this Agreement.**]**

### 2. **The Project.**

The Work will be provided in connection with \_\_\_\_\_ and all other related, necessary and appropriate services (the "**Project**").



3. **Time for Commencement and Completion.**

The term of this Agreement will begin on the Effective Date and expire on \_\_\_\_\_, 20\_\_\_\_. University will have the option to renew this Agreement for \_\_\_\_\_ (\_\_\_\_) additional \_\_\_\_\_ (\_\_\_\_) year terms.

4. **Contractor's Obligations.**

4.1 Contractor will perform the Work in compliance with all Applicable Laws Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

4.2 **[Option:** Contractor represents, warrants and agrees that (a) it will use commercially reasonable efforts to perform the Work in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor's profession or business, and (b) all of the Work to be performed will be of the quality that prevails among similar businesses engaged in providing similar services in major United States urban areas under the same or similar circumstances.] **[Alternate Option (Include if University wants to impose a higher standard for the performance of the Work.):** Contractor represents, warrants and agrees that (a) it will use its best efforts to perform the Work in a good and workmanlike manner and in accordance with the highest standards of Contractor's profession or business, and (b) all of the Work to be performed will be of the quality that prevails among similar businesses of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances.]

4.3 Contractor will call to University's attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.

4.4 Contractor warrants and agrees that the Work will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by University nor will Contractor be released from any liability by reason of any approval by University, it being agreed that University at all times is relying upon Contractor's skill and knowledge in performing the Work.

4.5 Contractor will, at its own cost, correct all material defects in the Work as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in the Work within a reasonable time, then University may correct the defective Work at Contractor's expense. This remedy is in addition to, and not in

substitution for, any other remedy for defective Work that University may have at law or in equity.

- 4.6 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of the Work to be duly registered and/or licensed under all Applicable Laws. Contractor will assign to the Project a designated representative who will be responsible for the administration and coordination of the Work. **[Option (Include if Contractor is paid on hourly fee basis.):** Contractor will furnish efficient business administration and coordination and perform the Work in an expeditious and economical manner consistent with the interests of University.]
- 4.7 Contractor represents that if (i) it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, limited liability partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 4.8 **[Option:** Contractor represents and warrants that neither the execution and delivery of this Agreement by Contractor nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision [i] if a corporation, of Contractor's articles of incorporation or by-laws, [ii] if a limited liability company, of its articles of organization or regulations, or [iii] if a partnership, of any partnership agreement by which Contractor is bound; (b) result in the violation of any provision of any agreement by which Contractor is bound; or (c) to the best of Contractor's knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.]
- 4.9 **[Option (Include if Contractor will create software, training materials or other Work Material (ref. Section 7) protectable by copyright, trademark, patent or other intellectual property rights. Contact OGC with questions.):** Contractor represents and warrants that all of Contractor's Personnel contributing to the Work Material (ref. **Section 7**) under this Agreement will be required to (i) acknowledge in writing the ownership of Contractor (for the benefit of University) of the Work Material and each element thereof produced by the Personnel while performing services pursuant to this Agreement and (ii) make all assignments necessary to effectuate such ownership. "Personnel" means any and all persons associated with Contractor who provide any work or work product pursuant to this Agreement, including officers, managers, supervisors, full-time employees, part-time employees, and independent contractors.

- 4.10 Contractor represents and warrants that: (i) the Work will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor for the benefit of University; (ii) University will receive free, good and clear title to all Work Material developed under this Agreement; (iii) the Work Material and the intellectual property rights protecting the Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges or other restrictions; (iv) the Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of the Work Material will not violate the rights of any third parties in the Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.】

**[Option: 4.11 Premises Rules.**

If this Agreement requires Contractor's presence on University's premises or in University's facilities, Contractor agrees to cause its employees, representatives, agents, or subcontractors to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.】

**[Option (Include only if Contractor performs Work at University and provides Work to University, and Contractor is not paid for with appropriated money. See Section 2252.061(1), Texas Government Code, for definition of "auxiliary enterprise." Contact OGC with questions.): 4.12 Auxiliary Enterprise.**

Contractor, at its sole cost and expense, will comply with all requirements of Subchapter C, Chapter 2252, *Texas Government Code*, including the provision of financial statements, payment statements derived from sales tax reports, and bonds.

4.12.1 In accordance with Section 2252.062, *Texas Government Code*, Contractor will submit to University two (2) copies of Contractor's most recent financial statement prepared by a certified public accountant on the Effective Date.

4.12.2 In accordance with Section 2252.063, *Texas Government Code*, Contractor will submit to University, no later than the 15<sup>th</sup> day after the end of each contract year, an annual payment statement derived from all of Contractor's sales tax reports for its operations during the preceding contract year. The annual payment statement must be certified by a certified public accountant licensed in the State of Texas. "Contract year" means that period of time beginning on the Effective Date and ending \_\_\_\_\_, 20\_\_\_\_. **[Note: Insert date that is 12 months after Effective Date (i.e., if Effective Date is January 1, 2007, then insert December 31, 2007).]** and each twelve (12) month period thereafter, during the term of this Agreement.

4.12.3 In accordance with Section 2252.064, *Texas Government Code*, Contractor will provide University with a performance bond for each contract year during the term of this Agreement. The amount of the performance bond for the first contract year during the term of this Agreement will be equal to \_\_\_\_\_ (\$\_\_\_\_\_). **[Note: Amount of performance bond may not exceed the contract price.]** **[Option (Include only if the performance bond amount should be adjusted each contract year.):** Thereafter, the amount of the performance bond will be adjusted at the beginning of each contract year to \_\_\_\_\_.] The performance bond will be issued by a surety company authorized to do business in the State of Texas and acceptable to University in all respects. The performance bond will be made payable to University and conditioned upon the prompt and faithful performance of the Work and all of Contractor's other duties and obligations under this Agreement.]

## 5. The Contract Amount.

- 5.1 **[Option:** So long as Contractor has provided University with its current and accurate Federal Tax Identification Number in writing,] University will pay Contractor for the performance of the Work as more particularly set forth in **Exhibit C**, Payment for Services, attached and incorporated for all purposes.
- 5.2 The Contract Amount includes all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of this Agreement.
- 5.3 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("**TAC**") Section 3.322.

## 6. Payment Terms.

- 6.1 At least ten (10) days before the end of each calendar month during the term of this Agreement, Contractor will submit to University an invoice covering the services performed for University to that date, in compliance with **Exhibit C**, Payment for Services. Each invoice will be accompanied by documentation that University may reasonably request to support the invoice amount. University will, within twenty-one (21) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If University approves the amount or any portion of the amount, University will promptly pay (each a "**Progress Payment**") to Contractor the amount approved so long as Contractor is not in default under this Agreement. If University disapproves any invoice amount, University will give Contractor specific reasons for its disapproval in writing.
- 6.2 Within ten (10) days after final completion of the Work and acceptance of the Work by University or as soon thereafter as possible, Contractor will submit a final invoice ("**Final Invoice**") setting forth all amounts due and remaining unpaid to Contractor. Upon approval of the Final Invoice by University, University will pay ("**Final Payment**") to Contractor the amount due under the Final Invoice.

- 6.3 Notwithstanding any provision of this Agreement to the contrary, University will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor if Contractor is in default under this Agreement.
- 6.4 The cumulative amount of all Progress Payments and the Final Payment (defined below) will not exceed the Contract Amount as more particularly set forth in **Exhibit C**, Payment for Services.
- 6.5 No payment made by University will (a) be construed to be final acceptance or approval of that part of the Work to which the payment relates, or (b) relieve Contractor of any of its duties or obligations under this Agreement.
- 6.6 The acceptance of Final Payment by Contractor will constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice for payment.
- 6.7 University will have the right to verify the details set forth in Contractor's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action.
- 6.8 Section 51.012, *Texas Education Code*, authorizes University to make any payment through electronic funds transfer methods. Contractor agrees to receive payments from University through electronic funds transfer methods, including the automated clearing house system (also known as ACH). Prior to the first payment under this Agreement, University will confirm Contractor's banking information. Any changes to Contractor's banking information must be communicated to University in writing at least thirty (30) days in advance of the effective date of the change in accordance with **Section 12.14**.
- 6.9 **Option (Include if University is entitled to a prompt payment discount.):** Notwithstanding any other provision of this Agreement, University is entitled to a **"Prompt Payment Discount"** of     % off of each payment that University submits within      days after University's receipt of Contractor's invoice for that payment. **I**

## **7. Ownership and Use of Work Material.**

- 7.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, **"Work Material"**), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 7.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

- 7.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Work or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person other than University on other projects unless expressly authorized by University in writing.
- 7.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.
- 7.5 **[Option (Include if Contractor will create software, training materials or other Work Material (ref. Section 7) protectable by copyright, trademark, patent or other intellectual property rights. Contact OGC with questions.):** All title and interest in the Work Material will vest in University and will be deemed to be a work made for hire and made in the course of the Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor hereby irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in the Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.]

## **8. Default and Termination.**

- 8.1 In the event of a material failure by a party to this Agreement to perform in accordance with the terms of this Agreement (“**default**”), the other party may terminate this Agreement upon fifteen (15) days’ written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day period. **[Note: Pursuant to Section 2261.101, Texas Government Code, consider whether an additional remedies or sanctions schedule would be beneficial and appropriate in this Agreement. If so, please contact OGC for assistance.]**
- 8.2 University may, without cause, terminate this Agreement at any time upon giving seven (7) days’ advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for

expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

- 8.3 Termination under **Sections 8.1** or **8.2** will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.
- 8.4 If Contractor fails to cure any default within fifteen (15) days after receiving written notice of the default, University will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor under this Agreement, any and all reasonable expenses incurred in connection with University's curative actions.
- 8.5 **[Option (Include if University will make pre-payments to Contractor under this Agreement.):** In the event that this Agreement is terminated, then within thirty (30) days after termination, Contractor will reimburse University for all fees paid by University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that University did not receive from Contractor prior to termination.] **[Note: Section 50 of Article 3 of the Texas Constitution prohibits the State of Texas or its agencies from lending the credit of the State. "Lending the credit of the State" has been broadly construed to include the making of payment prior to receipt of goods or complete performance of services. *Rhoads Drilling co. v. Allred*, 70 S.W. 2d 576, 582 (Tex. 1934); Attorney General Opinions WW-790 (1960) and WW-153 (1957). Nevertheless, according to relevant Attorney General Opinions MW-373 (1981) and JM-1229 (1990), pre-payments for goods and services may be made by the State of Texas so long as the pre-payment serves a public purpose and the State maintains controls over the transaction, contractual or otherwise, to ensure that the public purpose is actually achieved.]**

**Based on Texas law related to pre-payments, the representative of U.T. with delegated authority to execute contracts containing pre-payment provisions, should analyze the transaction and make a determination regarding whether the facts lead to the conclusion that (1) there is in fact a public purpose for any pre-payments required by the contract and (2) there are sufficient controls over the transaction, contractual or otherwise, to ensure that the public purpose is actually achieved. This determination should be documented in a memorandum to U.T.'s file by setting forth the facts which lead to a conclusion of public purpose and sufficient controls to ensure the public purpose is achieved.]**

## 9. Indemnification

- 9.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE UNIVERSITY OF TEXAS SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
- 9.2 IN ADDITION, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY CONTRACTOR, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UNIVERSITY WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

## 10. Relationship of the Parties.

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. Contractor will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.



11. **Insurance.** [Note: These are minimum insurance requirements developed by the UT System Office of Risk Management. Depending on the type of services covered by this Agreement, consideration should be given to increasing the types of insurance coverages and the limits. In particular, services related to health and safety concerns, hazardous chemicals, or the disposal of hazardous wastes require increased types of insurance coverages and increased limits; therefore, please refer your contract to the Office of General Counsel for assistance. For contracts with professionals, consider requiring professional liability insurance of not less than \$1,000,000 per claim. All consulting contracts must be referred to the Office of General Counsel for review and approval. Contact the UT System Office of Risk Management for guidance and review of insurance certificate.]

11.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-:VII or better, and in amounts (unless otherwise specified), as University may require:

11.1.1 Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of University;

11.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (any one person)	\$ 10,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

Policy will include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage.

[Option (include only if serving alcoholic beverages is part of the Services under this Agreement): 11.1.3 Liquor Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage arising from the acts or omissions of Contractor or Contractor's employees, representatives, agents, or subcontractors in the performance of this Agreement.] [Note: Limit amount should be adequate to cover University's exposure. Appropriate limit will depend on the subject

**matter of this Agreement. Contact the UT System Office of Risk Management for guidance and review of insurance certificate.]**

11.1.4 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;

**[Option:** 11.1.5 Professional Liability Insurance with limits of not less than \$1,000,000 per claim.]

**[Option:** 11.1.6 Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and (i) providing coverage in excess of the coverages of, and (ii) “following form” subject to the same provisions as, the underlying policies required in Section 11.1.1 Employers Liability Insurance, Section 11.1.2 Commercial General Liability Insurance, and Section 11.1.4 Commercial Auto Liability Insurance.] **[Note: Limit amount should be adequate to cover University’s exposure. Appropriate limit will depend on the subject matter of this Agreement. Contact the UT System Office of Risk Management for guidance and review of insurance certificate.]**

**[Option:** 11.1.7 Third Party Employee Crime Insurance to protect the assets and property of University with limits of not less than \_\_\_\_\_ **[Option:** \$500,000] **[Option:** \$1,000,000] per claim. Independent contractors insurance will be primary to any insurance carried by UT System or any of its Institutions. **[Note: Limit amount should be adequate to cover University’s exposure. Appropriate limit will depend on the subject matter of this Agreement. Contact the UT System Office of Risk Management for guidance and review of insurance certificate.]**

**[Option (review Section 2261.102, Gov. Code, requiring agencies to include Director and Officer Liability Insurance when feasible):** 11.1.8 Director and Officer Liability Insurance with limits of not less than \$1,000,000 on a claims-made basis;]

**[Option:** 11.1.9 Builders Risk/Installation Floater. Coverage will be equal to the estimated completed project value on a form at least as broad as that provided by the ISO special causes of loss form. Coverage will include materials, fixtures, supplies, and machinery and equipment to be used in the construction; include property to be used in connection with the construction while stored at other locations, and on property intended for use in the construction while in transit. Builder’s Risk will include full coverage for collapse, including collapse from design error. Project owner, contractors and subcontractors will be named as insureds under the policy. A waiver of subrogation between owner and contractor will apply to the extent that damage is covered by insurance.]

11.2 Contractor will deliver to University:

11.2.1 Evidence satisfactory to University in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

Additional evidence, satisfactory to University in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed and name University as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of University. All policies with the exception of Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to University.

Contractor will be responsible for providing to University immediate notice of its receipt of a notice of cancellation, termination, material change, or non-renewal relating to any insurance policy required herein. This requirement may be satisfied by providing a copy of the notice received by the Contractor to the University within two business days or by endorsement of the policy to require notice to the University to be provided by the insurer.

11.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:

11.3.1 Commercial General Liability Insurance, [Option: Liquor Liability]; Business Automobile Liability Insurance; [Option: Professional Liability]; [Option: Umbrella/Excess Liability Insurance]; [Option: Third Party Employee Crime Insurance]; [Option: Builder's Risk/Installation Floater], will be kept in force until receipt of Final Payment by University to Contractor; and

11.3.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Work has been fully performed and accepted by University in writing.

12. **Miscellaneous.**

12.1 **Assignment and Subcontracting.** [Option (Include if the value of this Agreement is expected to equal or exceed \$100,000 or if University has requested a HUB Subcontracting Plan.): Except as specifically provided in **Exhibit E**, Historically Underutilized Business Subcontracting Plan, attached and incorporated for all purposes,] Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which

Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, *Texas Government Code*, and 34 TAC Chapter 20, §§20.101 – 20.108. The benefits and burdens of this Agreement are assignable by University.

- 12.2 **Texas Family Code Child Support Certification.** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 12.3 **Tax Certification.** If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code* (“**Chapter 171**”), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 12.4 **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until the debt or delinquency is paid in full.
- 12.5 **Loss of Funding.** University performance of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “**Legislature**”) and/or allocation of funds by the Board of Regents of The University of Texas System (the “**Board**”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
- 12.6 **Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both University and Contractor.
- 12.7 **Force Majeure.** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (“**force majeure occurrence**”). **[Option (Include for healthcare institutions.):** Provided, however, in the event of a force majeure occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide healthcare services during the occurrence.]

- 12.8 **Captions.** The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- 12.9 **Governing Law.** **[Note: Insert “Travis” or county in which University is located.]** \_\_\_\_\_, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties to this Agreement and all of the terms and conditions of this Agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 12.10 **Waivers.** No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 12.11 **Confidentiality and Safeguarding of University Records; Press Releases; Public Information.** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, “**University Records**”). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“**FERPA**”). If University Records are subject to FERPA, (1) University designates Contractor as a University official with a legitimate educational interest in University Records, and (2) Contractor acknowledges that its improper disclosure or redisclosure of personally identifiable information from University Records will result in Contractor’s exclusion from eligibility to contract with University for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the University’s rules, policies, and procedures regarding access to and use of University’s computer systems. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records. **[Alternate: Use if University will not provide Contractor any University Records that contain personally identifiable information regarding any individual that is not available to any requestor under the Texas Public Information Act.: Confidentiality and Safeguarding of University Records; Press Releases;**

**Public Information.** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "**University Records**"). However, it is expressly agreed that University will not provide to Contractor, and Contractor will never seek to access, any University Records that contain personally identifiable information regarding any individual that is not available to any requestor under the *Texas Public Information Act*, Chapter 552, Texas Government Code, including "directory information" of any student who has opted to prohibit the release of their "directory information" as that term is defined under the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**") and its implementing regulations. Contractor represents, warrants, and agrees that it will: (1) hold all University Records that it does access pursuant to this Agreement in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws, and (4) comply with the University's rules, policies, and procedures regarding access to and use of University's computer systems. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records. ]

- 12.11.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.
- 12.11.2 **Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.
- 12.11.3 **Disclosure.** If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this **Section 12.11**.
- 12.11.4 **Press Releases.** Except when defined as part of the Work, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an

independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.

12.11.5 **Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.

12.11.6 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, University may immediately terminate this Agreement without notice or opportunity to cure.

12.11.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

12.12 **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

12.13 **Records.** Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments will be available to University or its authorized representative during business hours and will be retained for four (4) years after final Payment or abandonment of the Project, unless University otherwise instructs Contractor in writing.

12.14 **Notices.** Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to University: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

with copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to University pursuant to Section 2251.054, *Texas Government Code*, then Contractor will send that notice to University as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

*with copy to:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

- 12.15 **Severability.** In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.
- 12.16 **State Auditor's Office.** Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "**Auditor**"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with subcontractors.
- 12.17 **Limitation of Liability.** EXCEPT FOR UNIVERSITY'S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE,



SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY, OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

12.18 **Survival of Provisions.** No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including **Sections 6.7, 9, 12.5, 12.9, 12.10, 12.11, 12.13, 12.16, 12.17, 12.19** and **12.21**.

12.19 **Breach of Contract Claims.**

12.19.1 To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

12.19.1.1 Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The chief business officer of University, or another officer of University as may be designated from time to time by University by written notice to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

12.19.1.2 If the parties are unable to resolve their disputes under **Section 12.19.1.1**, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

12.19.1.3 Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, *Texas Civil Practices and Remedies Code*. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

12.19.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.

12.19.3 University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

12.20 **Undocumented Workers.** The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement in accordance with **Section 8**. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

12.21 **Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES;

LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

- 12.22 **Ethics Matters; No Financial Interest.** Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at **[Note: Insert University's web page where Policy is posted.]** **[Option (Include for UT System only.):** <http://www.utsystem.edu/policy/policies/int160.html>], University's Standards of Conduct Guide available at **[Note: Insert University's web page where Guide is posted.]** **[Option (Include for UT System only.):** <http://www.utsystem.edu/systemcompliance/SOCcombined.pdf>], and applicable state ethics laws and rules available at [www.utsystem.edu/ogc/ethics](http://www.utsystem.edu/ogc/ethics). Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.
- 12.23 **[Note: Include the following provision if "computer equipment" is being purchased or leased under this Agreement. The term "computer equipment" includes desktop or notebook computers as well as a computer monitor or other display device that does not contain a tuner.]** **State of Texas Computer Equipment Recycling Program Certification.** Pursuant to Section 361.965, *Texas Health and Safety Code*, Contractor certifies that it is full compliance with the *State of Texas Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act* set forth in Chapter 361, Subchapter Y, *Texas Health and Safety Code*, and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Contractor acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 12.24 **[Option (Include if University cannot be reasonably or adequately compensated in damages for the loss of Contractor's services.):** **Enforcement.** Contractor agrees and acknowledges that University is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing the Work. Contractor's services provide a peculiar value to University. University cannot be reasonably or adequately compensated in damages for the loss of Contractor's services. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions of this Agreement will cause University irreparable injury and damage. Contractor, therefore, expressly agrees that University will be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.]

- 12.25 **Option (Include if this Agreement relates to electronic and information resources, including hardware, software or related services.): Access by Individuals with Disabilities.** Contractor represents and warrants (“**EIR Accessibility Warranty**”) that the electronic and information resources and all associated information, documentation, and support that it provides to University under this Agreement (collectively, the “**EIRs**”) comply with the applicable requirements set forth in Title 1 TAC Chapter 213 and Title 1 TAC Section 206.70 (as authorized by Chapter 2054, Subchapter M, *Texas Government Code*). To the extent Contractor becomes aware that the EIRs, or any portion of the EIRs, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor is unable to do so, then University may terminate this Agreement and Contractor will refund to University all amounts University has paid under this Agreement within thirty (30) days after the termination date.]
- 12.26 **Option (Include if this Agreement relates to private health information or Contractor has access to private health information.): HIPAA Compliance.** Contractor agrees that it will execute a HIPAA Business Associate Agreement (“**BAA**”) with University and the BAA will be in the form set forth in **Exhibit D**, HIPAA Business Associate Agreement, attached and incorporated for all purposes.]
- 12.27 **Option (Include if HUB Subcontracting Plan has been attached as Exhibit E.): Historically Underutilized Business Subcontracting Plan.** Contractor agrees to use good faith efforts to subcontract the Work in accordance with the Historically Underutilized Business Subcontracting Plan (“**HSP**”) (ref. **Exhibit E**). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, “**TPSS**”). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108. University may also revoke this Agreement for breach and make a claim against Contractor.
- 12.27.1**Changes to the HSP.** If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with 34 TAC Section 20.14; (b) the changes must be reviewed and approved by University; and (c) if University approves changes to the HSP, this

Agreement must be amended in accordance with **Section 12.6** to replace the HSP with the revised subcontracting plan.

**12.27.2Expansion of the Work.** If University expands the scope of the Work through a change order or any other amendment, University will determine if the additional Work contains probable subcontracting opportunities *not* identified in the initial solicitation for the Work. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (a) this Agreement may be amended to include the additional Work; or (b) Contractor may perform the additional Work. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of this Agreement under **Section 8** and will be subject to any remedial actions provided by Applicable Laws, including Chapter 2161, *Texas Government Code* and 34 TAC Section 20.14. University may report nonperformance under this Agreement to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108.】

12.28 **[Mandatory Criminal Background Check Provision for U.T. System Administration Contracts That Involve Work Performed on Premises of the U.T. System Administration Complex in Austin (including O’Henry Hall, Ashbel Smith Hall, Claudia Taylor Johnson Hall, the Lavaca Building, and the Colorado Building and Adjacent Parking Structures) as Required by INT109: Responsibility for Individuals Performing Work; Criminal Background Checks.** Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will (1) provide University with a list ("**List**") of all individuals who may be assigned to perform the Work on University’s premises and (2) have an appropriate criminal background screening performed on all the individuals on the List. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University’s premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform the Work on University’s premises.

Prior to commencing performance of the Work under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals on the List.】

**[Option: Responsibility for Individuals Performing Work; Criminal Background Checks.** Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will (1) provide University with a list ("**List**") of all individuals who may be assigned to perform the Work, and (2) have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform the Work.

Prior to commencing performance of the Work under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to perform the Work. ]

- 12.29 **[Option: (Include when Joint Commission standards apply to the Work being provided.): Quality Assurance.** Contractor will (a) comply with all applicable standards of the Joint Commission ("**Joint Commission**"); (b) implement and monitor a quality assurance process that complies with Joint Commission standards; (c) comply with applicable Joint Commission privileging standards for licensed independent practitioners; (d) upon request, provide assurance to University of a licensed independent practitioner's privileging file; and (e) provide University with periodic reports of its quality assurance indicators and/or permit University to conduct periodic quality assurance audits of the Work. ]

**[Options (If University is an institution that receives funds from Medicare/Medicaid or if cost of Work is included in amounts charged back to federal sponsored projects, federal contracts or federal grants, consult with University's Office of Sponsored Projects to determine whether inclusions of Sections 12.30 through 12.35 or other contract provisions are required.):**

- 12.30 **Certifications of Nonsegregated Facilities and Equal Employment Opportunities Compliance.** Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. A breach of this certification is a violation of the Equal Opportunity clause. The term "**segregated facilities**"

means any waiting rooms, work areas, rest rooms and wash rooms, entertainment areas, and transportation or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain the certifications for each one of its subcontractors in Contractor's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

- 12.31 **Debarment.** Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs (<http://www.epls.gov/>) issued by the U.S. General Services Administration. "**Principals**" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor will provide immediate written notification to University if, at any time prior to award, Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when University executes this Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to University, University may terminate this Agreement for default by Contractor.
- 12.32 **Office of Inspector General Certification.** Contractor acknowledges that University is prohibited by federal regulations from allowing any employee, representative, agent or subcontractor of Contractor to work on site at University's premises or facilities if that individual is not eligible to work on federal healthcare programs including Medicare, Medicaid, or other similar federal programs. Therefore, Contractor will not assign any employee, representative, agent or subcontractor that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("**OIG**") to work on site at University's premises or facilities. Contractor will perform an OIG sanctions check

quarterly on each of its employees, representatives, agents, and subcontractors during the time the employees, representatives, agents, or subcontractors are assigned to work on site at University's premises or facilities. Contractor acknowledges that University will require immediate removal of any employee, representative, agent, or subcontractor of Contractor assigned to work at University's premises or facilities if the employee, representative, agent, or subcontractor is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: [http://www.oig.hhs.gov/fraud/exclusions/exclusions\\_list.asp](http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp)

- 12.33 **Access to Documents.** To the extent applicable to this Agreement, in accordance with Section 1861(v)(l)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.
- 12.34 **Affirmative Action.** A written copy of Contractor's Civil Rights "**Affirmative Action Compliance Program**" is attached as **Exhibit \_\_\_\_\_** to this Agreement and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement is attached as **Exhibit \_\_\_\_\_** to this Agreement and incorporated for all purposes.
- 12.35 **OSHA Compliance.** To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants, that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of this Agreement. ]

**[Option: (Include if this Agreement relates to electronic and information resources, including hardware, software or related services.):** 12.36 **EIR Environment Specifications.** **Exhibit \_\_\_\_\_**, attached and incorporated for all purposes, establishes specifications, representations, warranties and agreements related to the environment specifications of EIR that Contractor is providing to University under this Agreement. The specifications, representations, warranties and agreements set forth in **Exhibit \_\_\_\_\_** are binding on Contractor. Contractor agrees to perform the Work in compliance with **Exhibit \_\_\_\_\_.** ]



**[Option: (Include if this Agreement relates to electronic and information resources, including hardware, software or related services.): 12.37**

**Security Characteristics and Functionality of Proposer's Information Resources.** **Exhibit \_\_\_\_\_**, attached and incorporated for all purposes, establishes specifications, representations, warranties and agreements related to the products and services Contractor is providing to University under this Agreement. The specifications, representations, warranties and agreements set forth in **Exhibit \_\_\_\_\_** are binding on Contractor. Contractor agrees to perform the Work in compliance with **Exhibit \_\_\_\_\_**.**]**

**[Option: (Use in all contracts under which Contractor will process credit card payments to perform or further any portion of the Work, including (1) contracts for retail outlet services (merchandise sales, ticket sales, etc.) under which Contractor will accept credit card payments, and (2) contracts for development and fund raising activities under which Contractor will accept gifts to University via credit card):12.38 Payment Card Industry Standards. [Note: If using this Option, contact OGC to confirm that the services provided by Contractor do not violate or conflict with existing UT System or State of Texas contracts or agreements.]** University is required to validate compliance on a periodic basis with all applicable Payment Card Industry Data Security Standards (collectively, "**PCI DSS**"), including Payment Application Data Security Standards (collectively, "**PA DSS**"), promulgated by the Payment Card Industry Security Standards Council ("**PCI SSC**"). The compliance validation process requires University to undergo an assessment of (1) all system components used to process, store or transmit cardholder data, and any other components that reside on the same network segment as those system components, as well as (2) all related processes used to process, store or transmit cardholder data, (collectively, "**System Components in Scope**"). Some or all System Components in Scope have been outsourced to Contractor under this Agreement. Contractor will cause its agents and subcontractors to comply with all terms of this Section applicable to Contractor. Contractor will achieve and maintain compliance under the current versions of PCI DSS and PA DSS published on the PCI SSC website for service providers and payment applications. As evidence of compliance, Contractor will provide to University on or before the Effective Date and within ten (10) days after each anniversary of the Effective Date during the term of this Agreement, a copy of Contractor's annual attestation of compliance signed by a Qualified Security Assessor ("**QSA**") as more particularly described on the PCI SSC website.

If Contractor is unable to provide the required attestations of compliance, Contractor will permit University or University's QSA to assess all System Components in Scope that are hosted or managed by Contractor or by Contractor's agents or subcontractors. Contractor will create and maintain reasonably detailed, complete and accurate documentation describing the systems, processes, network segments, security controls, and dataflow used to receive, transmit, store and secure cardholder data. The documentation will conform to the most current version of PCI DSS. Contractor will, upon written request by University, make the documentation and the individuals responsible for implementing, maintaining and monitoring System Components in Scope available to (1) QSAs, forensic investigators, consultants and attorneys retained by University to facilitate the validation of University's PCI DSS compliance, and (2) University's information technology, information security, audit, compliance and other staff.

Contractor will retain the documentation for at least one (1) year after termination of this Agreement.]

**[Note: Delete all bracketed ( [ ] ) and highlighted text before sending this Agreement to Contractor.]**

University and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

**UNIVERSITY:**

**CONTRACTOR:**

**[Note: See "OGC Recommended Contract Execution Instructions" at: <http://www.utsystem.edu/ogc/pc/Docs-PC/ContractExecutionInstructions.pdf>]**

**THE UNIVERSITY OF TEXAS**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[Option (Include if Contractor is a corporation.):**

Attest: \_\_\_\_\_  
Corporate Secretary]

**Attach:**

**EXHIBIT A – Scope of Work**

**EXHIBIT B – Schedule**

**EXHIBIT C – Payment for Services**

**[Option (Include if Agreement relates to or Contractor has access to health information.): EXHIBIT D – HIPAA Business Associate Agreement]**

**[Option (Include if HUB Subcontracting Plan was prepared in connection with the Work covered by this Agreement.): EXHIBIT E – HUB Subcontracting Plan]**

**[Option (Include if federal contract provisions are included in this Agreement.): EXHIBIT – Affirmative Action Compliance Program]**

**[Option: (Include if this Agreement relates to electronic and information resources, including hardware, software or related services.): EXHIBIT – Electronic and Information Resources Environment Specifications]**

**[Option: (Include if this Agreement relates to electronic and information resources, including hardware, software or related services.): EXHIBIT – Security Characteristics and Functionality of Contractor's Information Resources]**

**EXHIBIT A**

**SCOPE OF WORK**

**[Note: Provide a detailed description and break-down of all tasks Contractor is to perform and technical standards for the tasks, if appropriate.]**

**EXHIBIT B**

**SCHEDULE**

**[Note: Describe specific time deadlines and due dates for each phase of the Work and, if appropriate, for the Work as a whole.]**

EXHIBIT C

PAYMENT FOR SERVICES

**SERVICE FEES:** [Note: Specify payment model. If the fee is not a stipulated lump sum, include a “not to exceed” fee cap amount.]

Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by University to Contractor will not exceed \$ \_\_\_\_\_ (“**Fee Cap**”) without the prior written approval of University. In addition, total fees for each Phase of the Work will not exceed the following specified amounts without the prior written approval of University:

\_\_\_\_\_  
\_\_\_\_\_

If University submits, in advance, a written request for additional services not contemplated or reasonably inferred by this Agreement, Contractor will be paid for actual hours incurred by Contractor’s personnel directly and solely in support of the additional services at the Rates set forth above.

**[Note:**

**Air Travel and Rental Car**

At this time, Contractor may not book air travel or rental car directly with travel vendors and obtain the State rates. If the UT institution books air travel and rental car for Contractor and pays the travel vendor directly (direct bill to UT), then the UT institution will receive the State rate for Contractor’s airfare and rental car.

**Hotel Reservations**

**State Hotel Rates:** A hotel under contract with the State may, at the hotel’s discretion, offer the State rate for Contractor travel. The hotel, at the hotel’s discretion, may permit the Contractor to book and pay the reservation or may require the UT institution to book and pay the reservation (direct bill to UT). The UT institution should contact the hotel to ask if (1) the hotel honors the State rate for Contractor travel, and (2) the hotel requires UT to book and pay the reservation (direct bill to UT).

**UT Negotiated Hotel Rates:** The UT institution may obtain the UT negotiated hotel rates (when available) for Contractor travel. The UT institution should contact the hotel to confirm the reservation and ask if the hotel requires UT to pay for the reservation (direct bill to UT).

**Cancellation Charges**

Be aware that if UT institutions book travel for Contractor, then any cancellation charges will be charged to the UT institution.]

**EXPENSES AND DISBURSEMENTS:** Contractor will be reimbursed without mark-up for reasonable expenses (including meals, rental car or mileage, coach class airfare, and lodging)

validly incurred directly and solely in support of the Project and approved by University in advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, mileage, [Option: rental car] [Option: , airfare,] [Option: lodging] and all other expenses related to travel [Option: , except [Option: rental car], [Option: airfare] and [Option: lodging] ]. [Option: Except as provided in this Agreement,] Contractor agrees and acknowledges that Contractor will not be reimbursed by University for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to University receipts, invoices, and other documentation as requested University.

Notwithstanding the foregoing, reimbursement for expenses and disbursements will not exceed a maximum of \$\_\_\_\_\_ (“**Expense Cap**”) without the prior written approval of University.

The Fee Cap and the Expense Cap are sometimes collectively referred to as the “**Contract Amount.**”

**Option (Include if Agreement covers Protected Health Information.): EXHIBIT D**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**



**[Option (Include if a HUB Subcontracting Plan exists.): EXHIBIT E**

**HUB SUBCONTRACTING PLAN]**

**[Option (Include if federal contract provisions are included in this Agreement.): EXHIBIT \_\_\_\_**

**AFFIRMATIVE ACTION COMPLIANCE PROGRAM]**

**[Option: (Include if this Agreement relates to electronic and information resources, including hardware, software or related services.): EXHIBIT \_\_\_\_\_]**

**ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS]**

**[Option: (Include if this Agreement relates to electronic and information resources, including hardware, software or related services.): EXHIBIT \_\_\_\_\_]**

**SECURITY CHARACTERISTICS AND FUNCTIONALITY OF  
CONTRACTOR'S INFORMATION RESOURCES]**



# HUB Subcontracting Plan (HSP) QUICK CHECKLIST

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

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

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- Section 2 c. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

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

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

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

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - No
- Section 4 - Affirmation
- GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

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

- Section 1 - Respondent and Requisition Information
- Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- Section 3 - Self Performing Justification
- Section 4 - Affirmation

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



# HUB Subcontracting Plan (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

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

**- - Agency Special Instructions/Additional Requirements - -**

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract\*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

26.0 percent for all other services contracts

Proposer must submit two (2) originals of the HSP to University at the same time it submits its proposal to University. The originals of the HSP must be submitted under separate cover (mailed independently) and in a separate envelope (the "HSP Envelope").

If Proposer's submitted HSP refers to specific page(s) / Sections(s) of Proposer's proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials and/or employees, Proposer must include copies of those pages in the HSP Envelope. Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

If Proposer has any questions regarding the HSP requirements of this RFP contact Arthur McDonald (amcdonald@austin.utexas.edu, 512-471-2852) or Tiffany Dockery (tiffany.dockery@austin.utexas.edu, 512-471-2863).

**SECTION-1 RESPONDENT AND REQUISITION INFORMATION**

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_  
 (mm/dd/yyyy)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

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

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If **No**, continue to SECTION 3 and SECTION 4.)

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

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

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

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

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

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

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

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

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION 2** RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

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

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

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



Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION-3 SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

If Proposer's submitted HSP refers to specific page(s) / Sections(s) of Proposer's proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials and/or employees, Proposer must include copies of those pages in the HSP Envelope. Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

**SECTION-4: AFFIRMATION**

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

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)
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**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.



# HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: _____	Requisition #: _____
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**IMPORTANT:** If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B 2: MENTOR PROTÉGÉ PROGRAM

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

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

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

## SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

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

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____	Requisition #: _____
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**SECTION B-4: SUBCONTRACTOR SELECTION**

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

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

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

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

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

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

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



**Category Descriptions**  
**INFORMATION FOR CATEGORY, TITLE AND LEVEL**

CATEGORY	DESCRIPTION
<b>1. APPLICATIONS</b>	
<b>Programmer/Developer Analyst</b>	<p>Plans, develops, tests, and documents computer programs, applying knowledge of programming techniques and computer systems. Evaluates user request for new or modified program, such as for financial or human resource management systems, clinical research trial results, statistical study of traffic patterns, or analyzing and developing specifications for bridge design, to determine feasibility, cost and time required, compatibility with current system, and computer capabilities. Consults with user to identify current operating procedures and clarify program objectives. Formulates plan outlining steps required to develop program, using methodologies such as structured analysis and design or object-oriented development.</p> <p>Work involves assisting in analyzing systems outlines to develop programs for computer applications, writing solution programs, documenting the methods and procedures used in program development, and testing and correcting programs. Works under moderate supervision with limited latitude for the use of initiative and independent judgment. Develops block diagrams and machine logic flowcharts to represent operations and data flow for applications.</p> <p>Captures requirements using industry standard development frameworks and tools. Designs reports, forms and letters along with computer terminal screen displays to accomplish goals of user request. Reviews screens, reports, forms and letters designs with users. Converts project specifications, using industry standard tools, such as object-oriented tools and code generation, into sequence of detailed instructions and logical steps for coding into language processable by computer, applying knowledge of computer programming techniques and computer languages.</p> <p>Enters program codes into computer system. Enters commands into computer to run and test program. Reads computer printouts or observes display screen to detect syntax or logic errors during program test, or uses diagnostic software to detect errors. Replaces, deletes, or modifies codes to correct errors. Analyzes, reviews and alters program to increase operating efficiency or adapt to new requirements. Writes documentation to describe program development, logic, coding, and corrections. Writes manual for users to describe installation and operating procedures. Assists users to solve operating problems. Recreates steps taken by user to locate source of problem and rewrites program to correct errors. May use computer-aided software tools in each stage of system development. May train users to use program. May oversee installation of hardware and software. May provide technical assistance to program users. May install and test program at user site. May monitor performance of program after implementation. May specialize in developing programs for business or technical applications.</p> <p>Preference - Possess hands on knowledge of EIR Accessibility required technical specifications(i.e. US Section 508 and WCAG2.0), and tools used to code / validate for EIR Accessibility. Integrates EIR accessibility criteria into appropriate phases of requirements planning, design, development, and test.</p>
Programmer/Developer Analyst 1	<p>1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.</p>
Programmer/Developer Analyst 2	<p>4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.</p>
Programmer/Developer Analyst 3	<p>8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.</p> <p>Converts data from project specifications and statements of problems and procedures to create or modify computer programs. Prepares, or receives detailed specifications to describe sequence of steps that program must follow and input, output, and logical operations involved. Analyzes specifications, applying knowledge of computer capabilities, subject matter, and symbolic logic. Confers with supervisor and representatives of departments concerned with program to resolve questions of program intent, data input, output requirements, and inclusion of internal checks and controls. Converts detailed specifications to language processable by computer. Enters program codes into computer system. Inputs test data into computer. Observes computer monitor screen to interpret program operating codes. Corrects program errors, using methods such as modifying program or altering sequence of program steps. May prepare computer block diagrams and machine logic flowcharts for detailed coding of problems, and provides for the documentation of programming work.</p> <p>Writes instructions to guide operating personnel during production runs. Analyzes, reviews, and rewrites programs to increase operating efficiency or to adapt program to new requirements. Compiles and writes documentation of program development and subsequent revisions. May assist computer operator to resolve problems in running computer program. May work with Systems Analyst to obtain and analyze project specifications. May direct and coordinate work of others to write, test, and modify computer programs. Work involves writing programs to solve problems, documenting the methods and procedures used in program development, and testing and correcting programs. Work involves analyzing system outlines to develop programs for computer applications; writing solution programs; May train others. Works under general supervision with limited latitude for the use of initiative and independent judgment. Analyzes proposed computer applications in terms of equipment requirements and capabilities. Assists in developing solutions to software-related problems. May assist in the generation or installation of systems software.</p> <p>Prepares test data. May assist in writing and maintaining functional and technical specifications. Experience in computer programming work. Knowledge of the principles, practices, and techniques of computer programming and systems analysis, of computer operations procedures and systems, and of computer programming languages. Skill in the use of computer equipment. Ability to design programs and systems architecture; to prepare program specifications; to code, test, and debug computer programs; to interpret technical information relating to computer programming and other areas of data processing; and to communicate effectively.</p>
<b>Programmer/Developer</b>	<p>Preference - Possess hands on knowledge of EIR Accessibility, required technical specifications(i.e. US Section 508 and WCAG2.0), and tools used to code / validate for EIR Accessibility. Implements EIR accessibility during coding, develops test cases, and tests developed code for compliance to EIR Accessibility technical specifications.</p>
Programmer/Developer 1	<p>1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.</p>

**Category Descriptions**  
**INFORMATION FOR CATEGORY, TITLE AND LEVEL**

CATEGORY	DESCRIPTION
Programmer/Developer 2	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
Programmer/Developer 3	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
<b>Software Test Analyst</b>	Develops, publishes, and implements test plans. Writes and maintains test automation. Evaluates, recommends, and implements automated test tools and strategies. Develops, maintains, and upgrades automated test scripts and architectures for application products. Also writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Participates in the testing process through test review and analysis, test witnessing and certification of software.
Software Test Analyst 1	Preference - Possess hands on knowledge of EIR Accessibility and required technical specifications(i.e. US Section 508 and WCAG2.0). Has experience with accessibility validation tools and assistive technologies such as screen readers. Develops and executes accessibility test plans and test cases. Documents test results and communicates issues to developers for remediation. Performs regression testing when remediation is claimed to be complete
Software Test Analyst 2	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Software Test Analyst 3	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
	Develops and maintains user and technical documentation and project process documentation for Application Teams. Understands the user's view of applications and /or technology and is able to put procedures in a logical sequence. Provides expertise on technical concepts of applications and /or user groups and structuring procedures in a logical sequence, due to a broad understanding of the applications. Writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of uses. May be responsible for coordinating the display of graphics and the production of the document.
<b>Technical Writer</b>	Develop, enhance, and maintain user documentation for multiple applications including documentation required for the operations provider. Develop on-line source documentation as appropriate. Maintain documentation libraries and subscription lists. Identify, create, revise, and maintain documentation and templates. Ensure appropriate control access/use of documentation materials. Maintain application and user documentation. Ensure messages and terminology is consistent across all written materials. Research and complete documentation service requests. Communicate accurate and useful status updates. Manage and report time spent on all work activities. Follow quality standards. Ability to work in a team environment. Strong communication skills; both written and spoken
	Composes technical documents, manuals, bulletins, brochures, publications, training manuals, and special reports. Organizes and coordinates the composition of material and drafting of forms suitable for reproduction. Reviews and edits prepared material and illustrations. Develops and refines material for publication in journals and periodicals. Prepares informational material for release to the mass media. Works with agency staff in the development of formats, graphics, and the layout of publications. Assists agency staff in preparing and refining material for speeches and other public presentations. May research product design, capabilities, and compatibility ranges
	May oversee the writing, editing, publishing, and distribution of specification documents. May review various resources and prepare analyses or summaries. May train others. Experience in technical writing, journalism, or communications work. Knowledge of the techniques and methods of planning, organizing, and writing various types of materials; of research methodology; and of departmental policies, procedures, and regulations. Skill in the use of office equipment. Ability to conduct research; to compose, review, illustrate, and edit technical documents, materials, and reports; to communicate effectively; and to train others.
Technical Writer 1	Preference - Has knowledge/experience implementing and testing EIR Accessibility technical requirements for all assigned deliverables.
Technical Writer 2	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Technical Writer 3	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
	Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Experienced with business process reengineering and identifying new applications of technology to business problems to make business more effective. Familiar with industry standard (including Legacy Core, and Emerging technologies), business process mapping, and reengineering. Prepares solution options, risk identification, and financial analyses such as cost/benefit, ROI, buy/build, etc. Writes detailed description of user needs, program functions, and steps required to develop or modify computer programs.
<b>Business Analyst</b>	Prepare and document Functional and Technical Specifications for reporting and data warehouse work. Assist with business warehouse/intelligence support and enhancements. Develops RFPs. Assist in deployment and management of end-user reporting tools and platforms. Work with IT and business project teams to understand reporting and data warehousing requirements and propose solutions. Document and provide knowledge transfer to the rest of the Enterprise Reporting Team for all solutions.

**Category Descriptions**  
**INFORMATION FOR CATEGORY, TITLE AND LEVEL**

<b>CATEGORY</b>	<b>DESCRIPTION</b>
<b>Business Analyst 1</b>	Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Familiar with relational database concepts, and client-server concepts. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a project leader or manager. A certain degree of creativity and latitude is required.
<b>Business Analyst 2</b>	Preference - Understands EIR Accessibility and its risks / advantages. Includes EIR Accessibility requirements in analysis work. Ensures that EIR accessibility requirements are integrated into program / project plans specifications whether the EIR is developed or procured.
<b>Business Analyst 3</b>	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
<b>Systems Analyst</b>	Understands business objectives and problems, identifies alternative solutions, performs studies and cost/benefit analysis of alternatives. Analyzes user requirements, procedures, and problems to automate processing or to improve existing computer system; Confers with personnel of organizational units involved to analyze current operational procedures, identify problems, and learn specific input and output requirements, such as forms of data input, how data is to be summarized, and formats for reports. Writes detailed description of user needs, program functions, and steps required to develop or modify computer program. Reviews computer system capabilities, specifications, and scheduling limitations to determine if requested program or program change is possible within existing system. Studies existing information processing systems to evaluate effectiveness and develops new systems to improve production or specifications as required. Prepares specifications to detail operations to be performed by equipment and computer programs and operations to be performed by personnel in system. Conducts studies pertaining to development of new information systems to meet current and projected needs. Plans and prepares technical reports, memoranda, and instructional manuals as documentation of program development. Upgrades system and corrects errors to maintain system after implementation. May assist computer programmer in resolution of work problems related to project specifications, or programming. May direct and coordinate work of others to develop, test, install, and modify programs. Provides technical assistance and support for applications and hardware problems and for information sharing with external entities in a customer service environment. Provides field coordination and planning for the effective use of management information systems. Determines operational, technical, and support requirements for the location, installation, operation, and maintenance of various office equipment and systems. Prepares charts, diagrams, tables, and flowcharts. Details input and output record formats for computer programs. Assists in formulating logical descriptions of problems and devising optimum solutions. Assists in the design, development, and maintenance of various computer applications. May provide support and make recommendations for information technology systems processes associated with software technology planning, development, implementation, system security, and interfaces.
<b>Systems Analyst 1</b>	Graduation from an accredited four-year college or university with major course work in computer science, computer information systems, or management information systems is generally preferred. Knowledge of the limitations and capabilities of computer systems and of the techniques used in the design of non-automated systems, of information technology equipment, of applicable programming languages, of computer hardware and software, of computer operating systems, of writing program code, and of automated mapping. Ability to analyze systems and procedures, to write and revise standards and procedures, to communicate effectively, and to train others. Preference - Has working knowledge of EIR Accessibility standards and assistive technologies. Analyzes and diagnoses accessibility related problems and documents proposed corrective actions or alternative methods of access.
<b>Systems Analyst 2</b>	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
<b>Systems Analyst 3</b>	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
<b>2. DATA MANAGEMENT</b>	



**Category Descriptions**  
**INFORMATION FOR CATEGORY, TITLE AND LEVEL**

CATEGORY	DESCRIPTION
<b>Database Architect</b>	<p>Designs and builds relational databases. Develops strategies for data acquisitions, archive recovery, and implementation of a database. Cleans and maintains the database by removing and deleting old data. Must be able to design, develop and manipulate database management systems, data warehouses and multidimensional databases. Requires a depth and breadth of database knowledge that shall help with formal design of relational databases and provides insight into strategic data manipulation. Responsible for making sure an organization's strategic goals are optimized through the use of enterprise data standards. This frequently involves creating and maintaining a centralized registry of metadata.</p> <p>Preference - Has working knowledge of EIR Accessibility standards and assistive technologies. Ensures that all user interfaces for database administration and inputting, viewing, outputting data(via reports) are compliant with accessibility standards</p>
Database Architect 1	<p>1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.</p>
Database Architect 2	<p>4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.</p>
Database Architect 3	<p>8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.</p>
<b>Data Warehouse Architect</b>	<p>Designs, implements and supports data warehousing. Implements business rules via stored procedures, middleware, or other technologies. Defines user interfaces and functional specifications. Responsible for verifying accuracy of data, and the maintenance and support of the data warehouse. Knowledge of data warehouse end-to-end implementation processes, from business requirement logical modeling, physical database design, ETL, end-user tools, database, SQL, performance tuning. Demonstrated problem resolution skills with team of persons, and strong leadership with implementation team Experience in data warehouse design and data modeling (both relational and dimensional) and development and maintenance of multi-dimensional data models. Development experience in implementation of data warehousing utilizing RDBMS. Understanding of data warehouse Metadata concepts, tools and different data warehouse methodologies. Expertise in SQL and proficiency in database tuning techniques. Responsible for the ongoing architecture and design of the data warehouse, data mart, and reporting environments. Develop strategies for flexibility and scalability, and define the future technical architecture direction for the business intelligence reporting physical environment.</p> <p>Responsible for proper selection of appropriate hardware, software, tools and system lifecycle techniques for the different components of the end-to-end data warehouse architecture including ETL, metadata, data profiling software, database platform, performance monitoring, reporting and analytic tools. Defining and documenting the technical architecture of the data warehouse, including the physical components and their functionality. Setting or enforcing standards and overall architecture for data warehouse systems. Monitoring the data warehousing industry and assisting in establishing the organization's data warehousing strategy and section of strategic warehousing tools and techniques. Ensuring compatibility of the different components of the DW architecture and ensuring alignment with broader IT strategies and goals. Ability to educate the project teams on the standards and architecture of each component of the data warehouse architecture. Very strong written and oral communication skills, including some presentation skills.</p> <p>Preference - Has working knowledge of EIR Accessibility standards and assistive technologies. Ensures that user interfaces for database administration and inputting, viewing, outputting data(via reports) are compliant with accessibility standards</p>
Data Warehouse Architect 1	<p>1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.</p>
Data Warehouse Architect 2	<p>4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.</p>
Data Warehouse Architect 3	<p>8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.</p>
	<p>Establishes physical database parameters. Codes database descriptions and specifies identifiers of database to database management system or directs others in coding database descriptions. Calculates optimum values for database parameters, such as amount of computer memory to be used by database, following manuals and using calculator. Specifies user access level for each segment of one or more data items, such as insert, retrieve, or delete data. Specifies which users can access data bases and what data can be accessed by user. Tests and corrects errors, and refines changes to database.</p> <p>Enters codes to create production data base. Selects and enters codes of utility program to monitor database performance, such as distribution of records and amount of available memory. Directs programmers and analysts to make changes to data base management system. Reviews and corrects programs. Answers user questions. Confers with coworkers to determine impact of data base changes on other systems and staff cost for making changes to data base. Modifies data base programs to increase processing performance, referred to as performance tuning. Workers typically specialize in one or more types of data base management systems. Providing assistance in the planning, development, maintenance, and monitoring of integrated database systems, and ensuring that the conceptual and design phases of new applications are consistent with the structural parameters within the database environment.</p>

**Category Descriptions**  
**INFORMATION FOR CATEGORY, TITLE AND LEVEL**

<b>CATEGORY</b>	<b>DESCRIPTION</b>
<p align="center"><b>Database Administrator</b></p>	<p>Evaluates users' requests for new data elements and systems, incorporates them into the existing shared data environment, and provides technical assistance. Coordinates the use of data to ensure data integrity and control redundancy, loads databases, and reorganizes as needed. Performs data modeling and prototyping. Performs logical and physical data modeling, designs relational database models, and creates physical data models from logical data models. Performs security recovery procedures. Determines and implements database search strategies and storage requirements. Maintains data dictionary ensuring uniformity of definitions and sets standards for use of data dictionary. Monitors database performance and recommends efficiency improvements. Creates test database environment for applications section, including the creation of necessary libraries and procedures.</p> <p>Executes the procedures necessary to save, retrieve, and recover databases from hardware and software failures within established procedures. Assists with determining, implementing, and enhancing standards on database security and with monitoring agency disaster recovery procedures and systems. Assists with the installation of database software and with analyzing, designing, and implementing databases. Assists in benchmarking and threshold testing of databases and with establishing and controlling necessary database security. Assists in the selection of database management software. Experience in computer systems analysis or computer programming work.</p> <p>Knowledge of the principles, practices, and techniques of computer programming and systems design; of computer operations, systems, and procedures; of project control and cost estimating techniques; of computer programming languages; of data processing flowcharting techniques; of database structures and theories; and of current database technologies.</p> <p>Preference - Has working knowledge of EIR Accessibility standards and assistive technologies. Ensures that user interfaces for database administration and inputting, viewing, outputting data(via reports) are compliant with accessibility standards. Provides support to users in obtaining data / information when EIR Accessibility issues arise</p>
Database Administrator 1	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Database Administrator 2	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
Database Administrator 3	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
<b>3. ENTERPRISE ARCHITECT</b>	

**Category Descriptions**  
**INFORMATION FOR CATEGORY, TITLE AND LEVEL**

CATEGORY	DESCRIPTION
<p align="center"><b>Enterprise Architect</b></p>	<p>Responsible for translating the client's business requirements into specific systems, applications or process designs with interlocked financial modeling for very large complex technical solutions. Analyzes customer service requirements and designs service solutions to meet those objectives. Primary expert to construct the specific solution, scope document, risk profile, and corresponding financials. Maintains and utilizes detailed industry and internal services knowledge in the construction of industry-leading services solutions, including expert working level knowledge of the processes, technologies, and people components involved in the services arena.. Uses expertise to construct specific and detailed solutions that encompass process, technology, and staffing plans for customer sales opportunities. Constructs risk assessments and corresponding remediation plans relative to complex services proposals. Participates in the construction of detailed financial models that align with complex services proposals. Composes Statement of Work or other documents, using departmental automation tools as available, to craft detailed and accurate deliverables that specify processes, technology, staffing, and project management involved in proposed services solutions. As needed, provide a "trusted expert advisor" role as a Subject Matter Expert for technical services, to both internal and external customers, ranging from formal advice to internal and external customer presentations. Follow all organizational Standard Operating Procedures relative to cost modeling, approvals and reviews, and all other Preference - Has working knowledge of EIR Accessibility standards, assistive technologies, benefits, and risks. Ensures that user interfaces for database administration and inputting, viewing, outputting data(via reports) are compliant with accessibility standards</p>
<p align="center">Enterprise Architect 1</p>	<p>1-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.</p>
<p align="center">Enterprise Architect 2</p>	<p>8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.</p>

**Category Descriptions**  
**INFORMATION FOR CATEGORY, TITLE AND LEVEL**

CATEGORY	DESCRIPTION
<p><b>4. PROJECT MANAGEMENT</b></p>	<p>Designs, plans, and coordinates work teams. Follows standard project management industry practices such as the PMI's framework. Understands business and technical objectives of a project and works closely with project sponsor. Creates project charter and work plan and tracks budget and schedule progress via appropriate metrics. Establishes project organization and methodologies and defines roles and responsibilities. Documents risks and develops mitigation plans. Manages scope. Creates and implements a communication plan. Builds an effective team, assigns tasks to team members, and evaluates outcomes. Negotiates resources. Communicates to stakeholders and project sponsor. Identifies, tracks, and ensures resolution of issues and removal of barriers. Provides technical support to project team members. Handles complex application features and technical designs. Designs and implements the components required for complex application features. Generally manages a group of applications systems analysts. Relies on experience and judgment to plan and accomplish goals. Professional certification is highly desirable.</p>
<p><b>Project Manager</b></p>	<p>May require specific PC, workstation, operating system, application or platform skills. Provides overall direction to the formulation, development, implementation, and delivery of a project. Exercises management responsibility over the achievement of performance, revenue, and profit objectives of a project and its contracts. Ensures that the project plan maintains tasks, schedules, estimates, and status, and disseminates information to team members and customers. Creates a structure and organization for the management of a complex environment with emphasis on quality, productivity, and consistency. Directs corrective actions in any area where performance falls below objectives. Arranges for the assignment of responsibility to other supporting facilities, business areas, and support functions, and monitors their performance. Self-directed and independent. Responsible for the coordination and completion of projects. Oversees all aspects of projects. Sets deadlines, assigns responsibilities, and monitors and summarizes progress of project. Prepares reports for upper management regarding status of project.</p> <p>Preference - Understands EIR Accessibility requirements and their technical specifications. Ensures the EIR Accessibility is integrated into the project lifecycle at the appropriate points (planning, design, development, test, etc.) and ensures that resources are included to implement EIR accessibility within the project.</p>
<p>Project Manager 1</p>	<p>1- 7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.</p>
<p>Project Manager 2</p>	<p>8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.</p>
<p><b>Project Lead</b></p>	<p>The Project Lead shall have day to day responsibility for management of a project team, providing technical team leadership on complex projects. They are responsible for program design, coding, testing, debugging, documentation and support. They shall have full technical knowledge of all phases of applications systems analysis and programming. There may be multiple phases of the project for which they have responsibility. This person shall manage day-to-day execution of design, development, testing and implementation activities; actively encourage and facilitate communication between the business analysts, development, and QA teams; and ensure that system requirements are documented, complete, accurate and approved.</p> <p>This person shall ensure formal design reviews are held regularly for each iteration or code cycle and work with program leadership team to establish and manage the project iteration and release cycles and attend release planning meetings. This person shall manage development activities and coordinate technical and application components with other Company projects and applications; ensure that appropriate system support and maintenance documentation is complete, which includes support documentation for Help Desk support and maintenance staff. This person shall also review release notes for accuracy, and work with Project Delivery Manager to determine project resource requirements.</p>
<p>Project Lead 1</p>	<p>Preference - Understands EIR Accessibility requirements and their technical specifications. Ensures the EIR Accessibility are planned and performed at the identified phases of the project or procurement. Makes appropriate trade offs to ensure that accessibility requirements and criteria are maintained throughout the development / procurement process. .</p> <p>1- 7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.</p>
<p>Project Lead 2</p>	<p>8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.</p>

**Category Descriptions**  
**INFORMATION FOR CATEGORY, TITLE AND LEVEL**

CATEGORY	DESCRIPTION
<b>5. TELECOM / NETWORKING</b>	
<b>Network Engineer</b>	Responsible for installing networking technologies and supporting networks. Assesses existing network configurations and makes recommendations based on product specifications. Configures equipment and software to meet business needs, trains others on the solution, and documents the solution for ongoing support. Functions as part of a team on larger projects, or individually provides the services on support visits or smaller projects. Provides technical support and assists with the design of network solutions. Requires experience in the technical services and support field as well as experience in network administration (DHCP, DNS, routers, firewall, etc.).
Network Engineer 1	1-5 years experience. Responsible for Network Infrastructure support. Work includes monitoring the Network bandwidth utilization, installation, configuration, repair and maintenance. Works with all Network Monitoring tools, makes changes and recommendations for updating tools and/or adding new tools.
Network Engineer 2	More than 5 years experience. Performs highly complex network engineering work. Data engineer that operates, monitors and manages network infrastructure. Responsible for the design, implementation, management and operational support of Network Infrastructure.
<b>Network Administrator</b>	Install, configure, and support an organization's local area network (LAN), wide area network (WAN), and Internet system or a segment of a network system. Maintain network hardware and software. Monitor network availability to all system users and perform necessary maintenance to support network availability. May supervise other network support and client server specialists and plan, coordinate, and implement network security measures. Coordinate the development, implementation, and maintenance of a local area network or wide area network. Maintains the network's physical and logical structures, including network connections. Maintains network support software, analyzes user support statistics, and recommends appropriate measures. Installs, tests, and maintains network hardware and software. Prepares and analyzes statistics on network utilization and availability. Prepares training courses and provides user support and training in the use of available hardware, software, and utilities. Performs tuning and capacity planning activities to enhance the performance of the network resources.
Network Administrator 1	Assists in maintaining the network's physical and logical structures and in installing and testing hardware and software. Assists in performance tuning and capacity planning activities to enhance the performance of the network resources and in maintaining network support software. Assists in or conducts product evaluations of upgraded or new hardware and software and identifies strengths, weaknesses, and potential benefits to the agency. Assists in maintaining the operating system and security software utilized on the network, including the addition of new users to the network and establishment of rights and privileges. Experience in local or wide area network work. Knowledge of network facilities and data processing techniques; of personal computer hardware and software; of network operating system and security software; and of performance monitoring and capacity management tools.
Network Administrator 2	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Network Administrator 3	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
<b>6. SECURITY</b>	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
<b>Security Analyst</b>	Responsible for implementing security measures to protect computer systems, networks and data. Information security analysts are expected to stay up-to-date on the latest intelligence, including hackers' methodologies, in order to anticipate security breaches. They also are responsible for preventing data loss and service interruptions by researching new technologies that will effectively protect a network. They are responsible for insuring all networks have adequate security to prevent unauthorized access. They must ensure that all security systems are current with any software or hardware changes in the company. They must plan and document all security information in the company including physical and internet security. Perform procedures and processes necessary to ensure the safety of information systems assets and to protect systems from intentional or inadvertent access or destruction.
Security Analyst 1	2 - 4 years of experience in information security. Assist system users relative to information systems security matters. Perform access and identify management functions.
Security Analyst 2	5 or more years of experience in information security. Responsible for creating, testing and implementing business continuity and disaster recovery plans. Performing risk assessments and testing of data processing systems. Installing firewalls, data encryption and other security measures. Recommending security enhancements and purchases. Training staff on network and information security procedures. Develop reports about the efficiency of security policies and recommend any changes. Organize and conduct training for all employees regarding company security and information safeguarding.

Category Descriptions

INFORMATION FOR CATEGORY, TITLE AND LEVEL

CATEGORY	DESCRIPTION
<b>Security Engineer</b>	2 - 5 years of experience. Responsible for the research, technical analysis, recommendation, configuration, and administration of systems and procedures to ensure the protection of information processed, stored or transmitted. Provides security design, consultation, and technology governance oversight for various projects and initiatives. Undertakes complex projects requiring additional specialized technical knowledge. Acts as information liaison and subject matter expert (SME) to various business units and information technology departments. Acts as a resource for direction, training and guidance for less experienced staff. Demonstrate ability to perform complex security analysis of existing systems for compliance with security requirements. · High organizational skills · Excellent written and verbal communication skills · Strong ability to produce technical documentation.
<b>Security Architect</b>	3-7 years designing and building secure systems, networks, and infrastructures. Responsible for planning, designing and implementing of security systems and controls in the infrastructure layer within enterprise IT. Ensures adequate controls on interfaces across platforms. Perform risk/vulnerability assessments of systems. Identify and update missing or outdated policies and procedures. Possesses knowledge of encryption and PKI technologies. High organizational skills · Excellent written and verbal communication skills · Strong ability to produce technical documentation.

**Category Descriptions**  
**INFORMATION FOR CATEGORY, TITLE AND LEVEL**

CATEGORY	DESCRIPTION
<b>7. CUSTOMER TECHNICAL SUPPORT</b>	
<b>Help Desk</b>	<p>Provide technical assistance to computer system users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Answer questions or resolve computer problems for clients in person, via telephone or from remote location. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.</p> <p>Provide service and preventive maintenance activities on terminals, printers, personal computers, etc. Basic knowledge of electrical/mechanical principles and basic electronics. Read and comprehend technical service manuals and publications. Knowledge of basic mathematics to read and understand various gauges, meters, and measurement devices. Able to diagnose and repair products by replacing worn or broken parts, and making technical adjustments. Makes appropriate use of reference publications and diagnostic aids in resolving technical problems. Strong communication skills.</p> <p>Assist in coordination of changes, upgrades and new products, ensuring systems shall operate correctly in current and future environment. Provide accurate and complete answers to general use and administrative environment questions in a timely manner. Implement shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors. Communicate accurate and useful status updates. Manage and report time spent on all work activities. Ability to work in a team environment.</p> <p>Preference - Has a basic understanding of EIR Accessibility and assistive technologies used by people with disabilities. Understands protocols for communicating with customers requiring special assistance to obtain required or requested information.</p>
Help Desk 1	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Help Desk 2	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
Help Desk 3	8 or more years of experience; relies on experience and judgment to plan and accomplish goals; independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
<b>Technical Support</b>	<p>Maintains, analyzes, troubleshoots, and repairs computer systems, hardware, and computer peripherals. Documents, maintains, upgrades or replaces hardware and software systems. Supports and maintains user account information including rights, security, and systems groups. Performs basic operation, monitoring, installation, trouble shooting, relocations, or maintenance of communications equipment. Identifies and resolves basic communications problems. Prepares or assists in the preparation of service record documentation. Shows awareness of standards and regulatory requirements related to assigned tasks.</p> <p>Assists in monitoring and providing assistance on the use and interface of systems, subsystems, and software applications. May be responsible for accessing data from and transferring data to various local, state, or federal databases. May assist in the review and recommendation of the procurement and inventory of information resources hardware or software. May write and update personal computer and mainframe application programs. Experience in automated data processing systems. Knowledge of the practices, principles, and techniques of computer operations, of information systems, of computer software and hardware, and of information security policies and procedures. Skill in the use and support of personal computers, in the use of applicable programs and systems, and in troubleshooting information systems. Ability to operate information technology systems, to communicate effectively, and to train others.</p> <p>Provides assistance in the design, development, and maintenance of various system applications. Provides technical assistance and support for applications and hardware problems. Installs, maintains, moves, and assists in testing and upgrading new and existing hardware/software. Reviews and recommends procurement of information technology equipment. Maintains the necessary security controls over software. Makes presentations and briefings for training sessions. Prepares briefings, reports, and evaluations on system efficiency and utilization. May be responsible for accessing data from and transferring data to various local, state, or federal databases.</p> <p>Installs, maintains, moves, and assists in testing and upgrading new and existing hardware and software. Reviews and recommends procurement of information technology equipment. Maintains the necessary security controls over software. Develops procedure manuals. Develops and makes presentations and briefings for training sessions. Prepares briefings, reports, and evaluations on systems efficiency and utilization. May supervise the work of others.</p> <p>Preference - Has an understanding of EIR Accessibility technical standards and interoperability with assistive technologies used by people with disabilities. Develops solutions and work-arounds in support of customers requiring special assistance for obtaining information or inaccessible completing self service tasks.</p>
Technical Support 1	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Technical Support 2	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

**Category Descriptions**  
**INFORMATION FOR CATEGORY, TITLE AND LEVEL**

**CATEGORY**

Technical Support 3

**DESCRIPTION**

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



