

TXShare

Your Public Sector Solutions Center

MASTER SERVICES AGREEMENT Temporary Staffing Services

THIS MASTER SERVICES AGREEMENT (“Agreement”), effective the last date of signed approval (“**Effective Date**”), is entered into by and between the **North Central Texas Council of Governments (“NCTCOG”)**, a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

**Compunnel Software Group, Inc.
4390 Route 1 North, Suite 302
Princeton, New Jersey
08540**

ARTICLE I RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide goods or services (hereinafter, “Services”) to governmental entities participating in the TXShare program (hereinafter “Participating Entities”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals **#2026-036** (hereinafter, “RFP”). The Contractor demonstrated they have the resources, experience, and qualifications to perform the services described, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

ARTICLE II SCOPE OF SERVICES

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other

written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.
- 2.4 The Contractor may expand its designated service area(s) beyond those identified in Appendix A.2 at any time during the term of this Agreement. Such expansion shall not require a formal amendment or change order to this Agreement, provided that the Contractor notifies NCTCOG in writing of the updated service area(s). NCTCOG reserves the right to publish or update service area information for public awareness and contract administration purposes.
- 2.5 Discounts for items in Appendix A Percentage discounts for items in Appendix A represent the minimum discounts provided for each item within the category offered by the Contractor. Contractor and Participating Entity may mutually agree to a greater percentage discount for any item covered under this agreement.

2.6 NCTCOG Obligations

- 2.6.1 NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).

2.7 Participating Entity Obligations.

- 2.7.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- 2.7.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.8 Contractor Obligations.

- 2.8.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2026-036.
- 2.8.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.
- 2.8.3 Contractor agrees to market and promote the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on **September 23, 2027** (the "**Term**"), unless earlier terminated as provided herein. This Agreement may

be automatically renewed, at NCTCOG's sole discretion, for up to three (3) additional years through September 22, 2031.

3.2 Termination. NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

3.2.1 Termination for Convenience: Either party may terminate the agreement for its convenience in whole or in part at any time without cause, upon 30 days written notice. Upon termination for convenience, the contractor will be entitled to payment for goods or services satisfactorily performed or delivered.

3.2.2 Termination for Cause: Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.

3.2.3 Termination for Breach: Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

4.1 Invoices. Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

4.2 Reporting. NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

Civic Marketplace, Inc.
6502 Glen Abbey
Abilene, TX 79606
Email: support@civicmarketplace.com

ARTICLE V SERVICE FEE

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXSHARE calculated as a percentage of sales processed through the TXSHARE Master Services Agreement. This administrative fee is not an added cost to TXSHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXSHARE.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on sales.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the TXSHARE purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

ARTICLE VII REPRESENTATION AND WARRANTIES

- 7.1 **Representations and Warranties.** Contractor represents and warrants that:

- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;

- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII

CONFIDENTIAL INFORMATION AND OWNERSHIP

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

- 8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity

for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

ARTICLE IX GENERAL PROVISIONS

- 9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:	North Central Texas Council of Governments P.O. Box 5888 Arlington, TX 76005-5888 Attn: Craigan Johnson 817 695 9186 cjohnson@nctcog.org
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If to Contractor:	Compunnel Software Group, Inc. 4390 Route 1 North, Suite 302 Princeton, New Jersey 08540 Attn: Ashish Yadav 609 606 9010 govt@compunnel.com
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The above contact information may be modified without requiring an amendment to the Agreement.

- 9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.
- 9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 Insurance. At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

9.5.1 Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

Minimum \$1,000,000 per occurrence;

\$3,000,000 General Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3 Coverage C: Medical Payments;

9.5.2.2.4 Products: Completed Operations;

9.5.2.2.5 Fire Legal Liability;

9.5.2.3 Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

9.5.2.4 Attachment of Endorsement CG 20 10- additional insured e. All other endorsements shall require prior approval by the NCTCOG.

9.5.3 Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned hired, and non-owned vehicles.

9.5.3.1 Required Limit:

\$1,000,000 combined single limit each accident.

9.5.4 Professional Errors and Omissions liability:

9.5.4.1 Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Policy Aggregate

9.6 Conflict of Interest. During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

- 9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any appendices/amendments, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation,

arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.

- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.450. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding \$100,000. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.

10.10 Texas Corporate Franchise Tax Certification. Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

10.11 Civil Rights Compliance.

Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor’s noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 Disadvantaged Business Enterprise Program Requirements. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the

requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

10.13 Pertinent Non-Discrimination Authorities. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- 10.13.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- 10.13.2 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- 10.13.3 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- 10.13.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- 10.13.5 The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- 10.13.6 Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- 10.13.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- 10.13.8 Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- 10.13.9 The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- 10.13.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

10.13.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

10.13.12 Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts.

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

10.14.1 Receive payments from state funds under a contract to provide property, materials or services;
or

10.14.2 Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification. If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 Certification Regarding Disclosure of Conflict of Interest. The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or

services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

- 10.17 **Certification of Fair Business Practices.** That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.
- 10.18 **Certification of Good Standing Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.
- 10.19 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.
- 10.20 **Discrimination Against Firearms Entities or Firearms Trade Associations.** Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with

entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

- 10.21 **Boycotting of Certain Energy Companies.** Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the “Boycotting of Certain Energy Companies Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.
- 10.22 **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 10.23 **Trafficking in Persons.** Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.
- 10.24 **Whistleblower Protection.** PROVIDER agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. NCTCOG, the PROVIDER, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. NCTCOG and the PROVIDER must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.
- 10.26 **Internal Controls.** The PROVIDER agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in compliance

with federal statutes, regulations, and the terms and conditions of the federal award, including reasonable cybersecurity and other measures to safeguard information.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Compunnel Software Group, Inc.

Signed by:

Prema L. Roddam

63177A3661FA54BB...

9/24/2026

SignatureDate

Prema L. Roddam

Printed Name

General Counsel

Title

North Central Texas Council of Governments

Signed by:

Monte Mercer

F2F7284940C04EA...

9/24/2026

SignatureDate

Monte Mercer

Deputy Executive Director

APPENDIX A

Statement of Work

NCTCOG and its cooperative purchasing program TXShare is seeking to contract qualified Temporary Staffing Agencies with expertise in expeditiously sourcing, screening, and providing quality candidates to fill temporary staffing needs for a diverse range of job categories, including:

- Administrative/Clerical
- Customer/Community Services
- Finance/Accounting
- General Labor/Maintenance
- Planning/Program/Project Management
- Professional/Management Services
- Technical/ Information Technology

Request For Service Process

When a TXShare Member identifies a need to acquire Temporary Staffing Services under a category referenced within the Master Services Agreement, the member will contact one of the awarded TXShare contractors to obtain a quote for the specific position requirements, desired start and end date, description of assignment, critical skills needed and may include additional information based upon the needs of the TXShare member.

In responding to a request from a TXShare member, Contractor will provide resumes for quality, pre-screened candidates that they have determined to meet the requirements of the Member, along with the associated staffing rates for each as established in the Master Contract. Response should be processed and returned to the individual identified in the Request for Services within the specified time period, typically within two (2) business days. The TXShare Member will then review the resumes and make a selection based upon their own internal processes.

Pre-Employment Checks

Requirements: Contractor must conduct pre-employment checks, including a criminal background check and 10 Panel drug test, on all temporary staff that will provide services to NCTCOG. The “pass/fail” results of the background check and drug screen must be provided to the requesting entity in writing prior to the start date for any selected temporary staff position.

The criminal background check must, at a minimum, include an investigation for and review of, any state and federal felony convictions; misdemeanor convictions; and any pending deferred adjudications for the seven years prior to the effective date of the temporary assignment pursuant to which such individual is providing services. Criminal background checks that are older than 3 months at the time of selecting a temporary staff person must be updated.

The 10 Panel drug screen must test for: Amphetamines, Barbiturates, Cocaine, Cannabinoids, Methaqualone, Opiates, Phencyclidine, Benzodiazepines, Methadone, and Propoxyphene.

The MSA will not allow any temporary staff to perform services that have a felony criminal record or that failed such a drug test. At the discretion of the member, it may allow temporary staff with a misdemeanor criminal record to perform services for the member only upon disclosure of and approval by the member.

Contractor is required to conduct basic skills testing and confirm skills of temporary staff before referring them to TXShare Members (Computer literacy skills, i.e. typing ability, familiarity with Microsoft Office Suite, etc.)

Contractor must provide available options in order to allow SHARE Members to request additional checks based on the type of staff person being requested or governmental requirements as part of their Request for Services. Contractor will be responsible for the cost of all required pre-employment checks, unless otherwise defined in the proposal.

Electronic Timesheet

Contractor are highly encouraged to utilize an electronic timesheet system for their temporary staff. The desired electronic timesheet would permit more than one client approval permissions. This feature is desired when the primary time sheet approver is out of office and requires a backup for payroll purposes. The ability is also desired when temporary staff assist more than one project or department, allowing separate staff to approve time for work performed.

Billing Statements

Requirements: Contractor must provide billing statements for temporary staff to include employee timesheet and the employee's name on any invoice. In the event of multiple staff being assigned to a singular TXShare Member, billing statements must be submitted for each named employee, not as per-week aggregate totals.

Worker's Compensation Insurance

Contractor must provide worker's compensation insurance for temporary staff employees. Coverage should extend to meet all possible work environments that commonly exist today – remote, in-office, transitory, etc.

Conversion

All proposing firms must explain their defined hours work that exempt the Customer from conversion fees. Their should be no conversion fee after a certain amount of hours.

Purpose

Many governmental agencies currently use temporary staffing services.

Vendors that have a retail storefront location must be able to affirm that contracted pricing can be provided to members at checkout.

TXShare Members may utilize any awarded contract on an as-needed basis. Non-member agencies may join at any time and may then utilize this contract.

****YOU UNDERSTAND THAT THERE ARE NO ORDERS TO BE FILLED AT THIS TIME. ****

Orders will be placed at the Customer's discretion on an as-needed basis. There is no obligation on the part of any Customer to utilize any of the contracts awarded through this solicitation.

Offer

Proposals are sought for a variety of temporary staffing services. A narrative explaining the proposed services must be provided with your proposal. Your narrative should describe what services you wish to offer. You may select any category, or combination of categories, and shall describe what specific services within the category you are proposing to offer. You should make it clear to us what it is you wish to sell and demonstrate your capability to provide all or part of the requested services. A proposal will be evaluated only for the services it offers. Anything left out may not be considered.

The Contractor shall furnish all labor, tools, equipment, materials, and supplies required to effectively perform the goods or services or provide the goods in accordance with the specifications described herein.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

Item 1: Categories of Services Offered

- ✓ Category #1: Administrative/Clerical**
- ✓ Category #2: Customer/Community Services**
- ✓ Category #3: Finance/Accounting**
- ✓ Category #4: General Labor/Maintenance**
- ✓ Category #5: Planning/Program/Project Management**
- ✓ Category #6: Professional/Management Services**
- ✓ Category #7: Technical**

Item 2: Base Price Proposal

Staffing Category	Proposed Mark Up Fee (%)	Proposed Conversion Fee
Administrative/Clerical	34%	15%
Customer/Community Services	34%	15%
Finance/Accounting	34%	15%
General Labor/Maintenance	34%	15%
Planning/Program/Project Management	34%	15%
Professional/Management Services	34%	15%
Technical	34%	15%

Item 3: Market Basket Pricing Sheet

Position	Staffing Category	Base Staffing Rate
Administrative Assistant	Administrative/Clerical	\$29.00
Senior Administrative Assistant	Administrative/Clerical	\$32.00
Clerk	Administrative/Clerical	\$22.00
Receptionist	Administrative/Clerical	\$26.00
Secretary	Administrative/Clerical	\$29.00
Code Enforcement Officer	Customer Service/Community Service	\$56.00
Volunteer Coordinator	Customer Service/Community Service	\$41.00
Accounting Technician	Finance/Accounting	\$33.00
Accounts Payable	Finance/Accounting	\$29.00
Auditor	Finance/Accounting	\$39.00
Fiscal Analyst	Finance/Accounting	\$71.00
Payroll Administrator	Finance/Accounting	\$46.00
Senior Accountant	Finance/Accounting	\$46.00
Crewleader	General Labor/Maintenance	\$26.00
Custodian	General Labor/Maintenance	\$29.00
Heavy Equipment Operator	General Labor/Maintenance	\$29.00
Laborer	General Labor/Maintenance	\$23.00
Maintenance Worker - Parks	General Labor/Maintenance	\$23.00
Maintenance Worker - Streets	General Labor/Maintenance	\$23.00
Utilities Technician	General Labor/Maintenance	\$25.00
GIS Technician II	Technical	\$51.00
Network Administrator	Technical	\$71.00
Network Specialist	Technical	\$75.00
Web Developer	Technical	\$76.00

Item 4: Catalog of Services

Cat. 1	Administrative / Clerical Office support, executive assistance, records management, data entry, reception, and administrative coordination
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Position Title	Typical Duties & Scope	Key Skills / Requirements
Administrative Assistant	Provides general office support: scheduling, correspondence, filing, meeting coordination, and departmental support for managers and directors.	MS Office Suite, calendar management, business correspondence, filing, multi-line phone
Executive Assistant	Provides high-level support to senior officials: complex calendar management, drafting communications, coordinating executive meetings, handling confidential matters.	Advanced MS Office, discretion, executive communication, research, project coordination
Administrative Coordinator	Coordinates administrative functions across a department or program: tracking action items, maintaining records, preparing reports, liaising between departments.	MS Office, records management, cross-departmental coordination, reporting, project tracking
Office Manager	Manages day-to-day office operations, supervises administrative staff, maintains supplies and equipment, ensures efficient office workflow.	Office administration, staff supervision, budget oversight, vendor management
Receptionist	First point of contact for public and agency visitors. Manages front desk, directs calls, provides information to constituents and staff.	Multi-line phone, visitor management, professional demeanor, MS Office, customer service
Secretary / Stenographer	Prepares correspondence, takes minutes, maintains files, and supports departmental administrative needs. May handle dictation or transcription.	Typing 45+ WPM, MS Word, filing, minute taking, correspondence drafting
Data Entry Clerk	Accurately enters, updates, and maintains data in government systems and databases. Performs data verification, quality checks, and basic reporting.	Typing 40+ WPM, data accuracy, 10-key, database navigation, attention to detail

Records Clerk / File Clerk	Maintains physical and electronic records. Processes records requests, ensures proper filing, retrieval, and disposition per retention schedules.	Records management, filing systems, scanning, document imaging, attention to detail
HR Coordinator / HR Assistant	Supports HR functions: recruitment coordination, onboarding, benefits admin, HRIS data entry, and employee file maintenance.	HRIS systems, MS Office, employment law basics, confidentiality, organizational skills
Program Assistant / Coordinator	Coordinates meetings, tracks deliverables, prepares materials, and supports program reporting requirements.	MS Office, coordination, communication, scheduling, document management
Bilingual Administrative Assistant (Spanish/English)	Provides administrative support with full English/Spanish proficiency. Assists with translation and interpretation for constituent interactions.	Bilingual English/Spanish (read/write/speak) MS Office, constituent services

**Cat.
2**

Customer / Community Services

Constituent-facing, community engagement, case management, 9-1-1 operations, benefits counseling, language access

Position Title	Typical Duties & Scope	Key Skills / Requirements
Customer Service Representative	Handles constituent inquiries, complaints, and service requests via phone, email, in-person, and online channels. Maintains interaction records and escalates issues.	Communication, CRM systems, conflict resolution, MS Office, professionalism
9-1-1 Dispatcher / Communications Operator	Receives and processes emergency and non-emergency calls. Dispatches appropriate responders and maintains radio communications with field personnel.	CAD systems, multi-tasking, composure under pressure, verbal clarity, TCOLE compliance
9-1-1 Quality Assurance Analyst	Reviews and evaluations recorded 9-1-1 calls and dispatcher performance. Provides feedback, identifies training needs, and maintains QA records.	QA methodologies, CAD systems, written communication, attention to detail, coaching
Case Manager	Assesses client needs, develops service plans, coordinates referrals to community resources, and monitors client progress across social or workforce programs.	Case management software, active listening, resource coordination, documentation
Benefits Counselor / Eligibility Specialist	Determines constituent eligibility for government benefit programs. Assists with applications and ensures compliance with federal/state guidelines.	Regulatory knowledge, data systems, communication, attention to detail, empathy
Community Outreach Coordinator	Plans and executes community engagement activities. Build relationships with community organizations and represent the agency at public events.	Public speaking, event coordination, relationship building, bilingual preferred, MS Office
Language Interpreter / Translator (Spanish/English)	Provides oral interpretation and written translation for constituent interactions, documents, public hearings, and agency communications.	Language fluency (certified preferred), government terminology, professional ethics

Public Information / Constituent Services Specialist	Responds to public records requests, provides program information, and coordinates responses to constituent inquiries across multiple channels.	Research, FOIA/records requests, clear writing, MS Office, constituent relations
Call Center Agent / Customer Contact Specialist	Handles high-volume inbound/outbound calls. Manages call queues, follows protocols, and escalates issues per established procedures.	Telephone etiquette, call center software, MS Office, data entry, composure

Cat. 3	Finance / Accounting Budgeting, accounting, auditing, grants management, payroll, procurement, and fiscal analysis		
Position Title	Typical Duties & Scope	Key Skills / Requirements	
Accountant I / II / III	Performs general accounting: journal entries, account reconciliation, financial statement prep, and month-end close. Level varies by complexity and supervision.	GAAP, government accounting (GASB preferred), Excel, ERP (SAP/Oracle/Tyler Munis)	
Budget Analyst	Develops, monitors, and analyzes departmental budgets. Prepares budget reports, variance analysis, and forecasts for the annual budget process.	Budget systems, Excel, financial modeling, analytical writing, government budget process	
Fiscal Analyst	Analyzes fiscal data, prepares financial reports, and ensures compliance with funding requirements. May support grant management and federal/state reporting.	Financial analysis, Excel, grant compliance, data reporting, government fiscal policy	
Auditor / Internal Auditor	Conducts financial and compliance audits. Reviews internal controls, identifies risks, and prepares audit findings and recommendations.	Audit methodology, GAAS, risk assessment, report writing, CPA or CIA preferred	
Payroll Administrator	Processes payroll for government employees and contractors. Manages deductions, tax filings, garnishments, and payroll reconciliation.	Payroll systems, tax compliance, Excel, attention to detail, confidentiality	
Grants Coordinator / Grants Manager	Manages full grant lifecycle: application, award administration, reporting, compliance monitoring, and closeout.	Federal/state grant regs (2 CFR 200), grants management software, reporting, compliance	
Procurement Specialist / Purchasing Agent	Manages procurement of goods and services in compliance with government purchasing regulations. Solicits bids, evaluates proposals, and administers contracts.	Procurement regulations, eProcurement systems, contract law basics, negotiation	

Accounts Payable / AR Specialist	Processes vendor invoices, validates payments, manages AP workflows, or manages billing and collections for government receivables.	AP/AR systems, data entry, reconciliation, vendor communication, Excel
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Contract Administrator	Administers active contracts, monitors vendor compliance, processes modifications, and maintains contract documentation.	Contract law basics, MS Office, procurement systems, document management
Financial Analyst	Provides financial modeling, forecasting, and analytical support. Prepare management reports and dashboards.	Financial modeling, Excel/Power BI, data analysis, government finance principles

Cat. 4	General Labor / Maintenance Facility maintenance, grounds keeping, custodial services, warehouse operations, skilled trades
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Position Title	Typical Duties & Scope	Key Skills / Requirements
General Laborer	Performs manual tasks including loading/unloading, moving materials, cleaning, and general site support as directed.	Physical fitness, reliability, ability to follow instructions, safety awareness
Maintenance Technician I / II	Performs routine maintenance and repair of facilities: plumbing, electrical, HVAC, carpentry, and painting at appropriate certification level.	Facility maintenance, hand tools, safety protocols, work order systems, trade basics
Custodial Worker / Janitorial Staff	Maintains cleanliness of government facilities: offices, restrooms, lobbies, and common areas. Operates cleaning equipment and handles waste disposal.	Cleaning procedures, chemical safety, reliability, physical stamina
Groundskeeper / Landscape Maintenance	Maintains government grounds, parks, and landscaping: mowing, trimming, planting, irrigation, seasonal maintenance.	Landscaping equipment, physical stamina, outdoor work, basic plant care, safety
Warehouse Worker / Material Handler	Receives, stores, and distributes materials at government warehouses. Operates warehouse equipment as certified.	Forklift cert. (if required), inventory system, physical stamina, reliability
Skilled Trades Worker (Electrician / Plumber / HVAC)	Performs skilled trade work at government facilities at journeyman level or above. Certification requirements set by member agency.	Trade-specific license/cert., safety compliance, blueprint reading, work order systems
Utility Worker	Performs range of maintenance, operational, or labor support tasks across government facilities as assigned.	Versatility, physical fitness, reliability, safety awareness, follow instructions
Fleet Maintenance Worker	Assists with maintenance and cleaning of government vehicles and fleet equipment. May support mechanics or perform basic vehicle service.	Vehicle maintenance basics, physical stamina, reliability, safety awareness

**Cat.
5**

Planning / Program / Project Management

Transportation planning, GIS coordination, program management, environmental planning, project engineering

Position Title	Typical Duties & Scope	Key Skills / Requirements
Transportation Planner I / II / III	Conducts transportation planning studies, travel demand modeling, corridor analysis, and multi-modal assessments. Prepare plans and reports.	Transportation modeling (Trans Modeler/VISUM/Cube), GIS, technical writing, public engagement
Air Quality Planner / Analyst	Analyzes transportation and land use impacts on regional air quality. Prepares conformity analyses, emissions inventories, and SIP documentation.	Air quality modeling, EPA/MOVES, GIS, technical writing, interagency coordination
GIS Project Coordinator / GIS Specialist	Develops and maintains GIS databases, creates spatial analyses and mapping products, supports planning and operations with geospatial data.	ArcGIS/ESRI, spatial analysis, data management, Python/SQL, geodatabase administration
Program Manager	Plans and oversee complex government programs. Manage scope, schedule, budget, and stakeholder relationships. Ensures compliance and reporting.	PMP preferred, MS Project, budget management, risk management, stakeholder communication
Project Manager I / II	Manages government projects from initiation through closeout. Coordinates teams, tracks milestones, manages risks, and reports status.	PM methodology, MS Project, budget tracking, team coordination, status reporting
Project Coordinator	Provides administrative and coordination support for project teams. Tracks action items, maintain project files, schedules meetings.	MS Office/Project, coordination, communication, scheduling, document management
Environmental Planner / Specialist	Assesses environmental impacts of government projects. Prepares NEPA documents and coordinates with regulatory agencies (TxDOT, FHWA, EPA).	NEPA process, environmental regs, GIS, technical writing, agency coordination

Land Use / Development Planner	Analyzes land use patterns, zoning regulations, and development proposals. Prepare recommendations for comprehensive plans and zoning amendments.	Zoning regulations, GIS, report writing, public engagement, planning software
Special Projects Supervisor	Oversee special initiatives and cross-functional projects. Manages staff, coordinates interagency activities, and reports to senior leadership.	Leadership, project management, budget oversight, cross-agency coordination
Program Analyst	Analyzes program performance data, prepares program evaluations, and supports continuous improvement initiatives.	Data analysis, Excel/Power BI, report writing, performance metrics, program evaluation

**Cat.
6**

Professional / Management Services

HR management, communications, policy analysis, public affairs, legal support, quality assurance, program direction

Position Title	Typical Duties & Scope	Key Skills / Requirements
HR Manager / HR Business Partner	Manages employee relations, performance management, policy administration, and compliance with employment law for government agencies.	Employment law, HRIS, employee relations, performance management, PHR/SPHR preferred
HR Specialist / HR Generalist	Provides operational HR support: recruiting coordination, benefits administration, onboarding, employee files, and policy guidance.	HRIS systems, MS Office, employment regulations, confidentiality, communication
Communications Manager / Public Information Officer	Manages internal and external communications: press releases, media relations, social media, and public information activities.	Public relations, media relations, writing/editing, social media, crisis communications
Communications Specialist	Supports communications programs: content development, website maintenance, social media, newsletter production, event coordination.	Writing/editing, social media, CMS, graphic tools (Adobe/Canva), MS Office
Policy Analyst	Researches and analyzes policy issues, prepares policy briefs and legislative summaries. Supports policy development and stakeholder engagement.	Policy research, analytical writing, legislative process, data analysis, stakeholder engagement
Public Affairs Director / Specialist	Manages government relations, legislative affairs, and stakeholder engagement. Coordinates testimony and represents the agency at forums.	Government relations, legislative process, written/verbal communication, political acumen
Quality Assurance Manager / QA Specialist	Develop and administer quality management programs. Conducts audits, reviews processes, and ensures compliance with standards.	QA methodologies, ISO 9001 preferred, audit skills, process improvement, documentation

Legal Support Specialist / Paralegal	Provides legal research and administrative support to government legal departments. Drafts documents and maintains case files.	Legal research, document drafting, case management software, confidentiality
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Training Coordinator / Instructional Designer	Develops and delivers training for government employees. Designs e-learning content, facilitates workshops, and maintains training records.	Training design (ADDIE), LMS platforms, facilitation, MS Office, technical writing
Management Analyst / Business Analyst	Analyzes government operations, identifies inefficiencies, develops recommendations for process improvement. Prepare business cases.	Process analysis, data analysis, report writing, MS Office, project management basics
Procurement & Facility Coordinator	Coordinates procurement activities and facility management. Supports contract administration, space planning, and facility operations.	Procurement regulations, facility management, vendor coordination, contract administration

Cat.
7

Technical

IT systems administration, GIS analysis, network engineering, web development, data analytics, cybersecurity, cloud, AI

Position Title	Typical Duties & Scope	Key Skills / Requirements
GIS Technician I / II / III	Develops/maintains GIS data, creates mapping products, performs spatial analysis, and supports GIS database administration. Level varies by complexity.	ArcGIS/ESRI suite, geodatabase management, spatial analysis, Python, field data collection
Network Administrator / Engineer	Designs and manages government network infrastructure: LAN/WAN, switches, routers, firewalls, VPN. Monitors performance and resolve issues.	Cisco/Juniper, TCP/IP, BGP, OSPF, firewalls, network monitoring, CCNA preferred
Systems Administrator (Windows / Linux)	Manage server infrastructure, Active Directory, user accounts, group policies, and system patches. Ensures uptime and security compliance.	Windows Server, Active Directory, Linux, VMware/Hyper-V, PowerShell, patch management
IT Help Desk Technician I / II	Provides Tier 1/2 technical support. Resolves hardware, software, and connectivity issues via phone, remote tools, and in-person.	Windows, MS 365, Active Directory, ServiceNow/Jira, troubleshooting, customer service
Web Developer (Front/Back/Full Stack)	Designs and develops government websites and web applications. Ensures Section 508/WCAG 2.1 accessibility and security compliance.	HTML/CSS/JavaScript, React/Angular, SQL, REST APIs, Section 508, CMS platforms
Data Analyst / BI Analyst	Analyzes government data, builds dashboards and reports, provides insights to support decision-making.	SQL, Power BI/Tableau, Excel, Python/R, data visualization, statistical analysis
Database Administrator	Manages government databases: installation, performance tuning, backup/recovery, security, and data integrity.	SQL Server/Oracle/PostgreSQL, database design, query optimization, backup/recovery

IT Project Manager	Manages IT projects from requirements through deployment. Coordinates vendors, stakeholders, and internal teams.	PMP preferred, MS Project, Agile/Scrum, risk management, budget tracking
Cybersecurity Analyst / Information Security Officer	Identifies and mitigates cybersecurity risks. Conducts security assessments, monitors threats, ensures NIST/FISMA/CJIS compliance.	SIEM, vulnerability assessment, NIST, CJIS, incident response, CISSP/CISM preferred
IT Applications Manager / Applications Analyst	Manages government enterprise applications: ERP, CRM, and line-of-business systems. Coordinates upgrades, integrations, and support.	Tyler Munis/SAP/Oracle, application lifecycle management, SQL, vendor coordination
Cloud Engineer / Cloud Architect	Designs and manage cloud infrastructure for government. Ensures security, compliance, and cost optimization.	AWS/Azure/GCP, cloud architecture, Terraform/Ansible, security compliance, DevOps
AI / Machine Learning Specialist	Develops and implements AI/ML solutions for government: predictive analytics, NLP, process automation, and GenAI applications.	Python, TensorFlow/PyTorch, data science, model deployment, public-sector AI ethics
Data Applications Manager	Oversees government data platforms, data warehouses, ETL pipelines, and data governance programs.	Data warehouse architecture, ETL tools, SQL, data governance, Power BI/Tableau, cloud

APPENDIX A.2
Service Area Designation Forms

Texas Service Area Designation or Identification			
Proposing Firm Name:	Compunnel Software Group, Inc.		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	☒	☐	
If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.			
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

Nationwide Service Area Designation or Identification Form							
Proposing Firm Name:	Compunnel Software Group, Inc.						
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all fifty (50) states. <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td>☒</td> <td>☐</td> </tr> </table> If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states. If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.			Will service all fifty (50) states	Will not service fifty (50) states	☒	☐
Will service all fifty (50) states	Will not service fifty (50) states						
☒	☐						
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area				
1.	Alabama	ALL					
2.	Alaska	ALL					
3.	Arizona	ALL					
4.	Arkansas	ALL					
5.	California	ALL					
6.	Colorado	ALL					
7.	Connecticut	ALL					
8.	Delaware	ALL					
9.	Florida	ALL					
10.	Georgia	ALL					
11.	Hawaii	ALL					
12.	Idaho	ALL					
13.	Illinois	ALL					
14.	Indiana	ALL					
15.	Iowa	ALL					
16.	Kansas	ALL					
17.	Kentucky	ALL					
18.	Louisiana	ALL					
19.	Maine	ALL					
20.	Maryland	ALL					

21.	Massachusetts	ALL	
22.	Michigan	ALL	
23.	Minnesota	ALL	
24.	Mississippi	ALL	
25.	Missouri	ALL	
26.	Montana	ALL	
27.	Nebraska	ALL	
28.	Nevada	ALL	
29.	New Hampshire	ALL	
30.	New Jersey	ALL	
31.	New Mexico	ALL	
32.	New York	ALL	
33.	North Carolina	ALL	
34.	North Dakota	ALL	
35.	Ohio	ALL	
36.	Oregon	ALL	
37.	Oklahoma	ALL	
38.	Pennsylvania	ALL	
39.	Rhode Island	ALL	
40.	South Carolina	ALL	
41.	South Dakota	ALL	
42.	Tennessee	ALL	
43.	Texas	ALL	
44.	Utah	ALL	
45.	Vermont	ALL	
46.	Virginia	ALL	
47.	Washington	ALL	
48.	West Virginia	ALL	
49.	Wisconsin	ALL	
50.	Wyoming	ALL	