

TWC Contract Number: 3124ITC049



**TEXAS WORKFORCE COMMISSION  
AND  
IPRO MEDIA, INC.**

This Contract (Contract) is between the **Texas Workforce Commission** (TWC) and IPro Media, Inc. (CONTRACTOR). TWC and CONTRACTOR may be jointly referred to herein as "the Parties" or individually as "Party."

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**ARTICLE I – DEFINITIONS**

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**1.01. Definitions.**

**TWC:**

Address: 101 East 15<sup>th</sup> Street, Room 316T  
City and Zip: Austin, Texas 78778-0001  
Contact Person: Sandra Rodriguez-Rivas  
Title: Telecommunications Specialist  
Telephone: (512) 997-4996  
E-mail Address: Sandra.Rodriguez-Rivas@twc.texas.gov  
Contract Manager: Megan Giesy  
Telephone: (737) 667-5310  
E-mail Address: Megan.Giesy@twc.texas.gov

**CONTRACTOR: IPRO Media, Inc.**

Street Address: PO Box 58  
City and Zip: Van Alstyne, Texas 75495  
Contact Person: Ryan Rossi  
Title: EVP  
Telephone: (412)324-3609  
E-Mail Address: ryan.rossi@teamipro.com

**CONTRACT NOT TO EXCEED AMOUNT:** \$9,882.84

**CONTRACT EFFECTIVE DATE:** The later of April 1, 2024, or the date of last signature by the parties ("EFFECTIVE DATE").

**CONTRACT EXPIRATION DATE:** June 30, 2024 ("EXPIRATION DATE").

**RENEWAL OPTIONS:** No renewal options.

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## **ARTICLE II – SERVICES TO BE PERFORMED; DUTIES AND RESPONSIBILITIES**

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**2.01.** This Contract between the TWC and the CONTRACTOR is for the purpose of TWC obtaining telecommunications managed services for the specified TWC regional field offices from CONTRACTOR.

**2.02.** CONTRACTOR agrees to provide services in compliance with all applicable State laws, regulations, and rules, and in accordance with the provisions of this Contract consisting of the following parts, listed in order of precedence, which constitute promised performances by CONTRACTOR:

- This Contract.
- Attachment 1, TWC Terms and Conditions, dated 01-30-2024.
- Attachment 2, IPro Media Scope of Work.

**2.03.** CONTRACTOR shall provide and maintain services as follows:

### **2.03.1. Project Scope**

1. CONTRACTOR shall provide and maintain the telecommunications managed services (“TMS”) described within this Section 2.03 to the TWC regional offices listed in Section 2.03.2.1(1) (“Offices”).
2. CONTRACTOR shall meet TWC’s service response requirements listed in 2.03.2.5 below.

### **2.03.2. Telecommunications Managed Services**

#### **2.03.2.1. Offices**

1. CONTRACTOR Shall provide TMS to the following locations:

<b>Site Name</b>	<b>Site Type</b>	<b>Address</b>
Austin Springdale	Mailroom	4405 Springdale Rd., Austin, TX 78723
Arlington	Appeals	524 E Lamar Blvd., Arlington, TX 76011
Houston Appeals	Appeals	12455 Beechnut St., Houston, TX 77072
Austin N. Lamar Criss Cole Rehab. Center / VR	CCRC/VR	4800 N. Lamar Blvd., Austin, TX 78756

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Arlington Bowen	VR	1301 S. Bowen Rd. Arlington, TX 76013
Arlington VR	VR	110 W. Randol Mill Rd., Arlington, TX 76011
Austin VR	VR	6400 E. Hwy 290, Suite 300, Austin, TX 78723
Austin 290	VR	6400 E. Hwy. 290, Austin, TX 78723
Carrolton	VR	1735 Keller Springs Rd., Carrolton, TX 75006
Conroe	VR	1151 N. Loop 336 East, Suite E, Conroe, TX 77301
Corpus Christi VR	VR	4410 Dillon, Corpus Christi, TX, 78415
Crockett	VR	1046 S 4 <sup>th</sup> Street, Crockett, TX 75835
Dallas Buckner	VR	3650 N. Buckner Ste. 102, Dallas, TX 75228
Dallas Greenville	VR	6500 Greenville Ave., Dallas, TX 75206
El Paso VR	VR	401 East Franklin Ave. #420, El Paso, TX, 79901
Fort Worth Phoenix	VR	3320 Phoenix Dr., Fort Worth, TX 76116
Fort Worth South VR	VR	2400 Circle Dr., Fort Worth, TX 76119
Galveston	VR	4700 Broadway St., Galveston, TX 77551
Garland	VR	1919 S. Shiloh, Garland, TX 75042
Gatesville	VR	104 S. Lutterloh, Gatesville, TX 76528
Houston Egret Bay	VR	18333 Egret Bay Blvd. S., Houston, TX 77056
Houston Fuqua	VR	10060 Fuqua St., Houston, TX 77089
Houston Gulf Fwy	VR	12148 Gulf Fwy., Houston, TX 77034
Houston Richmond	VR	3311 Richmond Ave., Houston, TX 77098
Houston South Loop	VR	2636 S. Loop West, Houston, TX 77054

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Houston Timmons	VR	3555 Timmons Ln., Houston, TX 77027
Jacksonville	VR	504 E. Pine St., Jacksonville, TX 75766
Lewisville	VR	2600 MacArthur Blvd., Lewisville, TX 75067
Longview Alpine	VR	2124 Alpine Rd., Longview, TX 75601
McAllen VR	VR	801 W Nolana Ave. McAllen, TX 78504
Pampa	VR	1712 N. Hobart St., Pampa, TX 79065
Pasadena 104B	VR	4111 Fairmont Pkwy., Pasadena, TX 77504
Plano	VR	520 E. Central Pkwy. E, Plano, TX 75074
Rosenberg	VR	117 Lane Drive #44, Rosenberg, TX 77471
San Antonio Nacogdoches	VR	10303 Nacogdoches Rd., San Antonio, TX 78217
San Antonio Woodcock	VR	4241 Woodcock Dr. S., San Antonio, TX 78228
San Antonio Wurzbach	VR	4251 Woodcock Dr. S., San Antonio, TX 79228
Tyler DARS	VR	3800 Paluxy Bldg 5, Tyler, TX 75703
Tyler VR	VR	3800 Paluxy Dr., Tyler, TX 75703
Waco VR	VR	3801 Campus Drive, Waco, TX 76705
Weatherford	VR	1501 Texas Dr., Suite 100, Weatherford, TX 76086
Wichita Falls Gregory St.	VR	4309 Jacksboro Hwy., Wichita Falls, TX 76302

### 2.03.2.2. Telecommunications

1. CONTRACTOR will provide carrier service to the Offices.
2. CONTRACTOR will ensure that all phone and bridge numbers are ported to a successor telecommunications managed services provider or other entity at TWC's direction no later than the EXPIRATION DATE of this

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Contract, unless sooner terminated.

### **2.03.2.3. Equipment**

1. CONTRACTOR shall provide the equipment listed in Attachment 2, IPro Scope of Work at the Offices. CONTRACTOR has provided an itemized list of equipment to TWC in a separate Excel document.

### **2.03.2.4. Services**

1. CONTRACTOR shall provide the following services for the Offices at the per unit price provided in Attachment 2, iPro Scope of Work: "soft phone" software, individual and group voicemail boxes, voicemail to email functions, "hunt group" functions, and individual and group e-fax capability to the Offices.

### **2.03.2.5. Customer Service**

1. CONTRACTOR shall respond with a resolution time to service requests within 24 hours of service request submission.

### **2.03.2.6. Disaster Recovery**

Contractor must maintain a Disaster Recovery Plan and provide a copy to TWC upon request.

### **2.03.2.7. Accessibility Statement:**

TWC is obligated to provide Information Technology ("IT") systems, documents, and other electronic resources in an accessible manner, which TWC requires of CONTRACTOR as a provider of the subject matter services. Every element of each IT system delivered to TWC must be fully accessible as described in Section 2.04 of this document. In addition, all Project communication, notes, presentations, documentation, and other supporting materials must be fully accessible as described in Section 2.04.

## **2.04. Electronic Information Resources Accessibility**

Systems developed or procured must comply with all of the following:

- a. Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended;
- b. Web Content Accessibility Guidelines ("WCAG") 2.0, conformance level AA;
- c. Title 1 Texas Administrative Code, Part 10, Chapter 206; and
- d. Title 1 Texas Administrative Code, Part 10, Chapter 213.

- 2.05.** CONTRACTOR shall participate in TWC's contract monitoring process. TWC is responsible for actively monitoring all required contracts by documenting contractor compliance with contract terms and conditions.

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CONTRACTOR shall respond to any monitoring related communication received from TWC as soon as possible, but no later than three (3) business days unless an extension is requested from TWC and granted in writing. Failure to promptly and completely participate in monitoring activities may result in a Corrective Action Plan and/or any other actions and remedies available to TWC, including charging CONTRACTOR up to \$100.00 per business day that CONTRACTOR does not respond to monitoring related communications past the deadline or extension, if applicable, to be offset against invoice.

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### **ARTICLE III- CONTRACT AMOUNT AND INVOICING**

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**3.01.** TWC shall pay CONTRACTOR an amount not to exceed the CONTRACT NOT TO EXCEED AMOUNT for the goods and services provided under this Contract at the associated rate per service listed in Attachment 2, after TWC has received and accepted both the services and the complete and accurate invoices. Changes to the agreed CONTRACT NOT TO EXCEED AMOUNT resulting from a revision to the services to be performed or resources provided shall be made by written amendment to this Contract.

**3.02.** CONTRACTOR must send invoices for payment to [appo@twc.texas.gov](mailto:appo@twc.texas.gov) and must submit an electronic copy to the TWC IT Contract Manager. CONTRACTOR must invoice TWC on at least a monthly basis following the instructions in Attachment 1, TWC Terms & Conditions, Section 7, Invoicing.

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### **ARTICLE IV - TERM; AMENDMENT; RENEWAL; HOLDOVER**

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**4.01. Term.**

- A. The term of this Contract and the Parties performance of the Contract shall begin on the EFFECTIVE DATE. The term of this Contract shall expire on the EXPIRATION DATE, unless terminated sooner in accordance with Attachment 1 – TWC TERMS AND CONDITIONS, Section 10. Termination Provisions.
  - 1. This Contract supersedes Attachment 1, Section 10.3, Termination for Convenience to allow TWC to terminate this Contract for convenience with seven (7) days’ advance written notice if TWC determines that such termination is in the interest of the state.
- B. The parties executing this Contract bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until signed by all parties involved.

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**4.02. Amendment.** Any changes, deletions, extensions, or amendments to this Contract shall be in writing and signed by TWC and CONTRACTOR.

**4.03. Renewal.** This Contract has no renewal options. There shall be no holdover period available under this Contract.

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**ARTICLE V – TERMS AND CONDITIONS**

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**5.01.** This Contract represents the entire agreement of the parties and supersedes any and all prior or contemporaneous oral or written statements, agreements or negotiations.

**5.02.** Throughout the term of the Contract, CONTRACTOR shall comply with the TWC Terms and Conditions, attached hereto as Attachment 1 – TWC TERMS AND CONDITIONS and incorporated herein for all purposes. In the event of a conflict between this Contract and Attachment 1, this Contract controls.

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective Parties named below.

**IN WITNESS WHEREOF**, the Parties hereby execute this Contract to be effective on the Effective Date.

**Texas Workforce Commission**

**IPro Media, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

*Heather Hall*

*Ryan Rossi*

\_\_\_\_\_  
Print Name: Heather Hall

\_\_\_\_\_  
Print Name: Ryan Rossi

\_\_\_\_\_  
Title: Chief Information Officer

\_\_\_\_\_  
Title: EVP

\_\_\_\_\_  
Date: 3/29/2024

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Date: 3/29/2024

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**ATTACHMENT 1 – TWC TERMS AND CONDITIONS**

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**ATTACHMENT 2 – IPRO MEDIA SCOPE OF WORK**

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