

Amendment Number 2
to
Information Technology Staff Augmentation Contract (ITSAC)
Contract Number DIR-SDD-2274
between
State of Texas, acting by and through the Department of Information Resources
and
APEX SYSTEMS, LLC DBA VIRGINIA APEX SYSTEMS, LLC
formerly
Apex Systems, Inc., dba Virginia Apex Systems, Inc.

This Amendment Number 2 to Contract Number DIR-SDD-2274 ("Contract") is between the Department of Information Resources ("DIR") and Apex Systems, LLC dba Virginia Apex Systems, LLC formerly Apex Systems, Inc. dba Virginia Apex Systems, Inc. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. DIR acknowledges the name change to Apex Systems, LLC dba Virginia Apex Systems, LLC from Apex Systems, Inc. dba Virginia Apex Systems, Inc. with its principal place of business at 4400 Cox Road, Suite 200, Glen Allen, VA 23236. Effective date of change is December 31, 2014. DIR agrees to change all contract files to the new name.
2. Apex Systems, LLC dba Virginia Apex Systems, LLC hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-SDD-2274 to the same extent as if it had been an original party thereto.
3. Apex Systems, LLC dba Virginia Apex Systems, LLC, also represents that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.
4. Apex Systems, LLC dba Virginia Apex Systems, LLC, hereby represents it is authorized to do business in the State of Texas and is in good standing with the Comptroller of Public Accounts.
5. **Contract, Section 2. Term of Contract**, is hereby amended as follows:

The term of this Contract is extended for one (1) year through August 28, 2016, or until terminated pursuant to the termination clauses contained in the Contract. There are no renewal options remaining. This Contract will expire August 28, 2016.
6. **Contract, Section 6. Notification, If sent to the State**, is hereby restated in its entirety as follows:

If sent to the State:
Amendment Number 2
DIR-SDD-2274

Shannon Kelley, CTPM, CTCM
Manager, Enterprise Contract Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 463-7666
Facsimile: (512) 475-4700

7. **Appendix A, Section 8. Vendor Responsibilities, O. Required Insurance Coverage**, is hereby restated in its entirety as follows:

O. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A rated by A.M. Best, licensed in the State of Texas, and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a combined single limit of \$1,000,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate limit of \$2,000,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured;
- d) 30-day Notice of Termination in favor of DIR and/or Customer; and
- e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY DISEASE POLICY LIMIT AND \$1,000,000 PER DISEASE PER EMPLOYEE.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

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

8. All other terms and conditions of the ITSAC, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1 and then the ITSAC Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last party to sign, but in all events no later than August 28, 2015.

APEX SYSTEMS, LLC DBA VIRGINIA APEX SYSTEMS, LLC
formerly
Apex Systems, Inc. dba Virginia Apex Systems, Inc.

By: signature on file

Name: Eric Meissner

Title: Sr. Managing DIR.

Date: 8/25/2015

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

By: signature on file

Name: Dale Richardson

Title: Chief Operations Officer

Date: 8/31/2015

Legal: 8/28/2015