Department of Information Resources

Request for Offer

DIR-TSO-TMP-225

Software, including Software as a Service, Products and Related Services

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1. Introduction

1.1. Purpose

The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Software, including Software as a Service (SaaS), Products and Related Services to the State of Texas, acting by and through the Department of Information Resources (DIR). This procurement does not include Cloud Infrastructure as a Service (IaaS), Cloud Platform as a Service (PaaS), Cloud Broker, or Cloud Assessment.

As a result of this RFO, DIR expects to receive and evaluate responses and select one or more qualified Vendors with whom to enter into negotiations. Section 4 of this RFO contains more information regarding the response evaluation and Vendor selection process. DIR reserves the right to award more than one contract from this RFO. All contracts awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.

As a result of this RFO, DIR expects to create a contract vehicle that satisfies statewide procurement requirements for Software, including SaaS, Product Contracts and improves the efficiency of the procurement process by shortening the time required to procure Software, including Software as a Service, Products.

As part of DIR's initiatives to identify strategic sourcing opportunities, DIR reserves the right to make a single award or multiple awards as determined by DIR to achieve the highest overall value to the state.

1.2. Background

1.2.1 Information Technology Acquisition

Through its Cooperative Contracts Program, DIR assists state agencies and local governments (Customers) with cost-effective acquisition of their information resources by negotiating, managing, and administering contracts with information technology providers. Customers include any Texas state agency, unit of local government or institution of higher education as defined in Texas Government Code, Section 2054.003; those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Texas Government Code, Chapter 771; any local government as authorized through Texas Government Code, Chapter 791; the Interlocal Cooperation Act; the state agencies and political subdivisions of other states as authorized by Texas Government Code, Section 2054.0565; and for non-telecommunications IT Commodity products and services, "assistance organizations" defined in Texas Government Code, Section 2175.001.

DIR combines the buying power of authorized Customers to obtain volume-discounted pricing for selected technology products and services. In addition to offering volume-discounted pricing, DIR created the Cooperative Contracts (Co-op Contracts) Program to make it easier for Customers to acquire these products and services. Customers place orders with and issue payments directly to the Vendors participating in the Co-op Contracts Program. Subject to DIR rights set forth in Sections 3.8 and 3.9 of this RFO, DIR will award and negotiate base contract

documents with Vendors as a result of this RFO. Customers contact the Vendor for products and/or services and pricing information, negotiate their own service level agreements and additional terms and conditions, if any, and send their purchase orders (with the DIR contract number) and payments directly to the participating awarded Vendor, not to DIR. Information regarding the Co-op Contracts Program is located on DIR's Web site at http://www2.dir.state.tx.us/ict/Pages/contracts.aspx.

1.2.2 Texas Government Code, Section 2157.068

Texas Government Code, Section 2157.068, effective September 1, 2005, requires State agencies to buy commodity items, as detailed below, in accordance with contracts developed by DIR unless the agency obtains an exemption from DIR.

Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is a commercially available program that operates hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements and may include Software provided as a service. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staff augmentation, training, maintenance and subscription services. Seat management is a service through which a state agency transfers its responsibilities to a Vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

Technology services do not include telecommunications services. Any service awarded under the TEX-AN Next Generation Procurement, RFO number DIR-TEX-AN-NG-001 is excluded. The following services were awarded under the TEX-AN Next Generation Procurement: Long Distance Services, Internet Services (including SOHO), Voice over Internet Protocol (VoIP), Local Voice Service, Wireless Service, Fixed Satellite and Access and Transport.

Institutions of higher education, K-12, and local governments are not required to purchase IT commodities from DIR, but may do so voluntarily. Information regarding Texas Government Code §2157.068, including processes and guidelines, is located on DIR's Web site at: http://www2.dir.state.tx.us/ict/resources/Pages/itcommoditypurchasingforstateagencies.aspx.

1.2.3 Cost Avoidance Performance Measures

As part of its performance measures reported to state leadership, DIR must show the cost avoidance realized by the State for the products and services obtained under DIR contracts. Cost avoidance is the difference between the negotiated DIR contract price and the prevailing market price.

1.2.4 Cost Recovery

DIR recovers the costs of negotiating, executing, and administering the Co-op Contracts through an administrative fee. DIR is authorized to charge a reasonable administrative fee to all customers per Section 2157.068(d) of the Texas Government Code. The administrative fee must be included in the Vendor's price to the customer and paid to DIR by the Vendor. The fee has been set at a not-to-exceed level of 2.00% by the current appropriations act of the State Legislature. For the purposes of responding to this RFO, the administrative fee of 0.75% shall be used in calculating the pricing specified in Bid Package 2. DIR may change the administrative fee at any time during a contract term. DIR will notify Vendors of any change in the administrative fee.

1.2.5 Historical Sales

Contracts negotiated and managed through the Cooperative Contracts Program resulted in over $5 billion in Customer purchases for the past three (3) fiscal years combined. Information contained within the table below shows the total purchases for the past three (3) fiscal years by Customer segment. These purchases represent contracts that are hardware, software, and services related. The State's fiscal year runs September 1st through August 31st.

Segment	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014
State Agencies	$419,114,676	$455,580,670	$552,930,806.61
Local Governments	$348,786,822	$376,392,395	$441,178,176.12
Higher Education	$296,859,436	$323,619,834	$347,893,226.56
K-12	$533,169,068	$627,118,706	$702,153,606.81
Out of State	$2,849,417	$1,370,197	$1,967,044.14
Assistance Organizations	$11,146,380	$12,036,807	$11,524,367.76
Total FY	$1,611,925,799	$1,796,118,609	$2,057,647,228.00

1.2.6 Current Contract

DIR currently has multiple contracts in place to provide numerous software, including SaaS, products and related services. The volume of products sold through these contracts for fiscal year 2014 was approximately $49,251,000.

1.2.7. <u>Exclusions</u>

The following software publishers which would be within the scope of this RFO, are excluded due to direct contracts with those manufacturers:

Cisco
IBM
Microsoft
Adobe
Apple
Dell
HP
Lenovo
Oracle
Panasonic

In the event that DIR identifies other Publishers to be excluded, the Publisher names will be included in a future addendum. Vendors should submit a written request should they have questions about a specific publisher on a current DIR contract. Please see Section 1.2.8 below for more information on how to reply to this RFO if you already have an existing Vendor Contract.

In addition, this RFO DIR-TSO-TMP-225 for Software, including Software as a Service (SaaS), Products and Related Services <u>does not</u> include the following:

- **Cloud Infrastructure as a Service (IaaS).** The capability to provide a consumer (DIR Customer) processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).

- **Cloud Platform as a Service (PaaS).** The capability to provide to the consumer (DIR Customer) the ability to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider.

- **Cloud Broker.** A cloud broker is an entity that manages the use, performance and delivery of cloud services, and negotiates relationships between cloud providers and cloud consumers. A cloud broker acts as the intermediary between consumer and provider and will help consumers through the complexity of cloud service offerings and may also create value-added cloud services.

- **Cloud Assessment.** The purpose of cloud assessment is to assist an organization in establishing a strategy and roadmap for moving applications to the cloud. Assessments enable the customer to identify candidates for cloud services, identify risks and benefits based on a set of criteria such as operational readiness, security, application characteristics, complexity, cost, etc. The cloud assessment may be provided as a service, as a tool to be used by the customer or a

combination.

1.2.8. Additional Information

The purpose of this Software, including SaaS, Products RFO is to award multiple contracts to Vendors with Software and SaaS products. DIR has many software products on contracts that are set to expire. In addition, DIR is looking to consolidate all existing DIR Software and SaaS product contracts under this one RFO and any Vendors with current DIR contracts for Software or SaaS products that are not awarded a new contract under this Software, including SaaS, Products RFO, are subject to not having the renewal options on their current DIR contracts exercised.

Vendors are encouraged to provide as many Software and SaaS products as possible, excluding those products on the software exclusion list. Examples of software **not** within scope of this Software and SaaS RFO are Identity Management software as a stand-alone product, Custom Application development, Enterprise Resource Planning products or software already loaded on an appliance that requires a bundled purchase. Services must be related to the Software or SaaS proposed.

Vendors with current Managed Print Services contracts and Vendors that are interested in responding to any Managed Print Services RFO in the near term, are encouraged to respond to this Software and SaaS RFO with any non-excluded Software or SaaS products they may offer. DIR may exclude Software and SaaS products from any future Managed Print Services RFO and this may be a Vendor's only opportunity to respond to a DIR RFO with their Software and SaaS products.

Vendors with current DIR Software or SaaS contracts and Vendors without DIR Software or SaaS contracts may choose to respond as follows:

- Vendors with current DIR software and/or SaaS contracts, not on the software RFO exclusion list, may:
  - Choose to respond to this RFO:
    - If a new contract is successfully negotiated, this new contract may replace the Vendor's current DIR contract.
    - If a new contract is not successfully negotiated, DIR cannot guarantee that renewal options on existing contracts will be exercised.
  - Choose not to respond to this RFO. If a Vendor decides not to respond to this RFO, then the Vendor's current contract will run through its current term. DIR cannot guarantee that renewal options on existing contracts will be exercised.
- Vendors with multiple DIR software and/or SaaS contracts may choose to respond to this RFO with a comprehensive list of all the Software and SaaS products listed on all their current DIR contracts in order to consolidate their multiple contracts into one DIR Software/SaaS contract. DIR will review each response and all responses will be evaluated in accordance with the criteria set forth in Section 4.2.

Vendors not currently on contract with DIR are encouraged to submit a response

to this RFO for Software and SaaS products not on the exclusion list.

2. Scope

2.1. Products

DIR intends to contract to provide Software, including Software as a Service (SaaS), Products and Related Services. Vendors are encouraged to provide as many Software and SaaS products as possible, unless a product is listed on the Software Exclusion List in Section 1.2.7 of this RFO. This procurement is not for Custom Application development or Enterprise Resource Planning products. Vendors are encouraged to propose Software as a Service such as a hosted software product. This RFO is not for hardware products. Software sold with or loaded on an appliance is considered outside the scope of this RFO and will not be accepted.

Any Vendor responding to this RFO must submit specific pricing for the products requested herein. For the purposes of obtaining pricing and evaluating the responses to this RFO, the products and related services, if any, shall be priced and discounted as contained in the Excel spreadsheet attached as "Bid Package 2" to the posting for this RFO, requisition number DIR-TSO-TMP-225, on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/. All versions of the Software and SaaS products may be made available through a Contract. For Vendors responding to this RFO with a SaaS product, in addition to completing the "Bid Package 2" spreadsheet, Vendors must also complete "Bid Package 7" attached to this ESBD posting for each proposed SaaS product.

Vendors must respond as follows to the "Bid Package 2" spreadsheet. Failure to respond as instructed may result in Vendor's offer being disqualified from further evaluation.

> **Pricing Sheet**: A representative sample of products offered should be included in the spreadsheet titled "Pricing Sheet." Vendor must offer a fixed price and a discount price for each product listed. In addition to fixed price and discount pricing, Vendor may also include Volume and/or Education Discount pricing in its response. The price to the DIR Customer shall include all shipping and handling fees. This is a representative sample only. All products named in this RFO may be made available through a Contract.

Vendors must respond as follows to the "Bid Package 7" questionnaire. Failure to respond as instructed may result in Vendor's SaaS offer being disqualified from further evaluation.

> **Software as a Service (SaaS) Questionnaire**: Vendors offering SaaS products must complete a questionnaire for each proposed SaaS solution product family. The questionnaire includes questions on SaaS technical requirements, security compliance, hosted implementation, and technical architecture. All products named in this RFO may be made available through a Contract.

In addition to purchases, DIR and any Vendor awarded a Contract as a result of this RFO may agree to provisions that allow leasing of the products offered under the resulting Contract.

DIR is not soliciting Software, including SaaS, Products and Related Services for the agency. DIR establishes statewide master contracts for use by DIR eligible customers (state agencies, higher education, K-12 independent school districts, and local governments). DIR competitively bids for information technology products and services.

Customers must identify their own needs, then contact an awarded DIR Vendor and obtain a price quote for products/services. Customers may submit a statement of work or purchase order to the Vendor when obtaining a quote based on their needs. The Customer makes the best value determination and issues a purchase order directly to the Vendor.

Vendors may propose their catalog of Software, including SaaS, products and related services.

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency Customers must procure products that comply with the Accessibility Standards defined in the Texas Administrative Code, 1 TAC 206 and 1 TAC 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Accordingly, Vendor must provide electronic and information resources and associated product documentation and technical support that comply with these Accessibility Standards (in the form of a Voluntary Product Accessibility Template, or "VPAT") in its response to this RFO. Vendors who do not already have accessibility documentation should complete the form located here: http://www.itic.org/public-policy/accessibility. Additionally, VPAT documentation for third party products and services should be obtained and included (or links to them) in Vendor responses. For web applications or web development services, compliance to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 AA may also apply. Vendors that do not provide VPAT documentation and/or claim their products are exempt from accessibility requirements must present that position to DIR as an exception in item 16 of Appendix A.

In addition to the VPAT requirement, vendors **must** complete the Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment (Bid Package 6).

2.2. Related Services

Related services are any value-added service that Vendor may perform as related to the products proposed in Section 2.1. Related services include but are not limited to product installation, maintenance and support, managed services and product training. Managed services for software is limited to software configuration management, patches, automated distribution, imaging creation, and imaging implementations.

Any Vendor offering product-related services must submit a description of those services and the related pricing in the Excel spreadsheet attached as "Bid Package 2".

This RFO is **not** a solicitation for professional or consulting services as defined in Chapter 2254 of the Texas Government Code.

2.3. Form of Contract

The final terms and conditions of any contract awarded as a result of this RFO shall be agreed upon during negotiation. However, the minimum standard terms and conditions that shall be included in any awarded contract are contained in the sample *Contract for Products and Related Services* attached as "Bid Package 3" and the *Standard Terms and Conditions For Products and Related Services Contracts* attached as "Bid Package 4" to the posting for this RFO, requisition number DIR-TSO-TMP-225, on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/.

Item 16 of Appendix A contains the format for Vendor to note any exception to any provision, term, or condition specified in the *Contract for Products and Related Services and Standard Terms and Conditions for Products and Related Services Contracts, VPAT and accessibility documentation*. Vendor **must** provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 16 of Appendix A. **Vendors may request exceptions to standard contract terms and conditions; however (1) the number and significance of exceptions taken may negatively impact the Vendor's score at evaluation (See Section 4.2 for evaluation criteria) and (2) DIR in its discretion may or may not accept the Vendor's requested exceptions, and (3) material deviations (including excessive, additional, inconsistent, conflicting or alternative terms) may render the Offer non-responsive and may result in rejection of the bid.** An explanation as to why the Vendor cannot comply with the provision, term, condition, VPAT or accessibility documentation and proposed alternative language **must** be included in the response. If Vendor fails to note any exception, Vendor will not be allowed to request an exception upon award or at some later date.

DIR anticipates a contract term of one year with three, one-year optional extensions to be exercised by DIR at its discretion. In the event of prolonged contract negotiations due to the number and/or significance of exceptions taken, lack of Vendor responsiveness or other failure to close contract negotiations that are not due to a failure on the part of DIR, DIR may in its discretion offer Vendor a shorter contract term.

DIR reserves the right to make changes to the *Contract for Products and Related Services* or the *Standard Terms and Conditions for Products and Related Services Contracts* if it is in the best interest of the State to do so. Should this occur prior to the award of any contracts as a result of this RFO, any Vendors selected for negotiations will be notified.

3. General Information

3.1. Point of Contact

All communications regarding this RFO must be addressed in writing to:

Carrie Cooper
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Phone: 512-936-2353
Fax: 512-936-6896

Internet: carrie.cooper@dir.texas.gov

3.2. Contact with DIR Staff

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section 3.1 will not discuss the contents of this RFO with any Vendor or their representatives. **Failure of a Vendor and any of its representatives to observe this restriction may result in disqualification of any related response.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

3.3. Anticipated Schedule

3.3.1 RFO Schedule

It is DIR's intention to comply with the following schedule for this RFO. These dates represent a tentative schedule of events. DIR reserves the right to modify these dates at any time. Prospective Vendors will be notified of modifications to the schedule via the Electronic State Business Daily (ESBD) web site.

Date/Time	Activity
February 27, 2015	Publish RFO on Electronic State Business Daily
March 11, 2015 2:00 pm (CT)	Optional Vendor Conference and Webinar
March 13, 2015 2:00 pm (CT)	Deadline for submitting questions
March 18, 2015 4:00 pm (CT)	Deadline for posting answers to questions on the ESBD
April 2, 2015 2:00 pm (CT)	Deadline for DIR to receive Vendor references
***April 2, 2015 2:00* pm (CT)**	Deadline for submitting Responses to RFO
April 2, 2015 - until completed	Evaluation of responses, negotiation and contract execution

3.3.2 Vendor Conference

An optional Vendor Conference will be held on the date and time specified in RFO Section 3.3.1 above at the location listed below. Please bring a copy of the RFO to the Vendor Conference, as DIR will only supply a limited amount of copies.

William P. Clements Building
300 W. 15th Street
Room 103, Lobby of Building
Austin, Texas 78701

Webinar Information
A webinar will be held on the date and time specified in RFO Section 3.3.1 above. To reserve a webinar seat, register at:

https://attendee.gotowebinar.com/register/3472945279925191938

After registering you will receive a confirmation email containing information about joining the Webinar.

DIR will also provide Vendors the opportunity to submit written questions at the conference. All questions submitted at the conference must reference the appropriate RFO page and section number. Although DIR may provide tentative verbal responses to questions at the conference, responses are not official until they are posted as an addendum to this RFO on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/. DIR reserves the right to amend answers prior to the offer submission deadline.

3.3.3 Written Questions and Official Answers

Vendors shall submit all questions regarding this RFO by fax, e-mail, or in writing to the Point of Contact listed in Section 3.1. **Questions regarding this RFO will be accepted until the date and time specified above in Section 3.3.1, RFO Schedule.** Note: Texas observes Daylight Savings Time. Official answers will be posted as an addendum to this RFO, requisition number DIR-TSO-TMP-225, on the Electronic State Business Daily (ESBD), http://esbd.cpa.state.tx.us/. DIR reserves the right to amend answers prior to the offer submission deadline.

Any addenda and/or amendment to this procurement solicitation will be posted as an addendum on the Electronic State Business Daily. It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a bid. Respondent's failure to periodically check the ESBD will in no way release the selected Vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFO.

3.4. Historically Underutilized Businesses

The purpose of the Historically Underutilized Business (HUB) Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. Each state agency must make a good faith effort to meet or exceed the goals identified below and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year in accordance with the following procurement goals/percentages:

1. 11.2% for heavy construction other than building contracts;
2. 21.1% for all building construction, including general contractors and operative builders' contracts;
3. 32.9% for all special trade construction contracts;
4. 23.7% for professional services contracts;
5. 26.0% for all other services contracts;
6. 21.1% for commodities contracts.

It is the policy of DIR to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F, and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), 34 TAC, Chapter 20.

HUBs are strongly urged to respond to this RFO. Under Texas law, state agencies are required to make a good faith effort to assist HUBs in receiving certain percentages of the total value of contract awards. Vendors who meet the qualifications are strongly encouraged to apply for certification as HUBs.

3.4.1 HUB Subcontracting Plan

DIR has determined that subcontracting is probable under any contract awarded as a result of this RFO. **The HUB Goal for this RFO is 21.1%. ALL VENDORS RESPONDING TO THIS RFO, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBs. THE HSP MUST BE INCLUDED AS PART OF THE RESPONSE TO THIS RFO. FAILURE TO COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.** The State's Policy on Utilization of Historically Underutilized Businesses and HSP forms are attached to this RFO as Appendix C. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond. Note that Vendors must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to the Vendor for more than five years. If the Vendor does not plan to subcontract, Vendor must state that fact in their plan. An original, signed paper copy of the HSP must be submitted in an envelope that is separate from the rest of the proposal. The completed plan shall become a part of the contract that may be awarded as a result of this RFO.

3.4.2 HUB Continuing Performance

Any contracts awarded as a result of this RFO shall include reporting responsibilities related to HUB subcontracting. Awarded Vendors may not change any subcontractor without submitting a revised HUB Subcontracting Plan (HSP). Any change to a subcontractor and revised HSP must be approved in writing by DIR prior to implementation.

3.4.3 HUB Resources Available

A list of certified HUBs is available on the Texas Comptroller of Public Accounts (CPA) Website at: http://www.window.state.tx.us/procurement//cmbl/hubonly.html. For additional information, contact the CPA's HUB program office at Texas4hubs@cpa.state.tx.us. If Vendors know of any businesses that may qualify for certification as a HUB, they should encourage those businesses to contact the CPA HUB program office.

3.5. Vendor Qualifications

3.5.1 Authorized Vendors

Vendors who respond to this RFO must be one of the following:

1) Manufacturer or publisher of a product who will sell directly to Customers through a Co-op Contract.
2) Manufacturer or publisher of a product who will execute a Co-op contract with DIR and designate one or more qualified dealers or resellers (Order Fulfillers) to sell directly to Customers on its behalf. The manufacturer or publisher may also sell directly to Customers.
3) Dealer or reseller who will sell directly to Customers through a Co-op Contract. Vendors responding to this RFO must supply a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products to the agencies and political subdivisions

of the State, and may sell such products under the terms and conditions of the DIR Contract, in support of Vendor's proposal to state agencies, higher education, K-12 independent school districts, local governments and entities of other states that have entered into Interlocal agreements utilizing DIR's Cooperative Contracts). See DIR Web page for a complete list of Customers outside of Texas:
http://www.dir.texas.gov/ict/overview/Pages/customersoutsidetexas.aspx.

Hand-signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter may result in elimination of the related product from the solicitation process.**

3.5.2 Federal Requirements

1) State agencies are prohibited from doing business with terrorists and terrorist organizations. Any Vendor listed in the prohibited Vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control (Terrorism List) shall not be awarded a Contract as a result of this RFO. Any Vendor awarded a Contract as a result of this RFO must agree that if at any time during the term of the contract the Vendor is listed on the Terrorism List, the Vendor shall promptly notify DIR. As part of DIR's contract management, periodic checks will be performed to ensure any Vendor awarded a contract as a result of the RFO remains in compliance with these Federal Requirements. DIR shall have the absolute right to terminate the contract without recourse in the event Vendor becomes listed on the Terrorism List.
2) Should any Vendor or its principals awarded a Contract as a result of this RFO become suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, the Vendor's contract will be terminated without recourse.
3) Vendor shall comply with the requirements of the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of the 1996 Act who will perform any labor or services under this Contract.

3.5.3 Vendor Performance and Debarment

In accordance with 34 TAC, Chapter 20, Subchapter C, any Vendor that is debarred from doing business with the State of Texas will not be awarded a contract under this solicitation. The list of debarred Vendors is located on the CPA Web site at
http://www.window.state.tx.us/procurement/prog/Vendor_performance/debarred/.

3.5.4 Required Vendor and Subcontractor Current and Former State Employee Disclosures

Vendor shall disclose, for itself and on behalf of all of its Subcontractors, in its response to Section 17 of Appendix A to the RFO, all of the following:

1) Any current or former employees of Vendor who will spend 20% or more of their time on a contract resulting from this RFO and are current or former employees of the State of Texas within the past five (5) years; and
2) Any proposed Vendor personnel assigned to work directly on any Contract to arise from this RFO 20% or more of their time who are related within two degrees of consanguinity of any current or former employees of the State of Texas. Disclosure of former state employees may be limited to the last five (5) years.
3) Vendor will certify that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Vendor will complete the following information in order for the response to be evaluated: Name of Former Executive, Name of State Agency, Date of Separation for State Agency, Position with Vendor, and Date of Employment with Vendor.

3.6. Response Deadline and Submission Requirements

Vendors are invited to submit responses in accordance with the requirements outlined in this document. Responses must be received by DIR on or before the date and time specified in Section 3.3.1 of this RFO**. No late responses will be reviewed**. Responses must be hand-delivered or mailed to the submittal address listed in Section 3.7.1. No facsimile or e-mail responses shall be accepted.

3.6.1 Official Timepiece

The clock in the DIR Purchasing Office at 300 W. 15th Street, 13th Floor, Room 1335, is the official timepiece for determining compliance with the deadline. All responses will be date and time stamped when received by the Purchasing Office on the 13th floor.

3.6.2 Hand Delivery of Responses

All Vendors and courier delivery service personnel will be required to check in at the security desk on the 1st floor at 300 W. 15th Street. Therefore, it is advised that Vendors allow extra time for building security check-in if hand-delivering responses or using a courier delivery service. DIR will not be responsible for delays associated with building security compliance.

3.6.3 United States Postal Service Delivery of Responses

Delivery of responses via United States Postal Service is acceptable. However, responses must be received, not post-marked, by the response deadline and, due to the State's mail processing procedures, this method may cause a delay in delivery to the DIR Purchasing Office. DIR will not be responsible for any delays associated with this method of delivery.

3.7. Response Format and Contents

3.7.1 Submittal Address and External Packaging of Response

Responses should be addressed to:

Department of Information Resources

300 W. 15th Street, Suite 1300
Austin, Texas 78701
Attn: Carrie Cooper

The external packaging of the response must reference "RFO DIR-TSO-TMP-225" and must include the name and address of the Vendor submitting the response.

3.7.2 Number of Copies

Each Vendor must submit the complete response as follows:

1. One (1) signed original (clearly marked) of the complete response, including one (1) signed original of the HUB Subcontracting Plan;
2. One (1) signed original of the HUB Subcontracting Plan in a separate envelope;
3. Two (2) thumb drives (**clearly marked with Vendor name**) containing copies of the complete response;
4. One (1) thumb drive containing any and all response materials, which Vendor asserts are confidential or proprietary*;
5. One (1) thumb drive containing any and all copyrighted materials in the Vendor's response*; and
6. One (1) thumb drive containing any and all non-proprietary/confidential and non-copyrighted materials in the Vendor's response* (redacted copy for public release).

* If Vendor's response does not contain such materials, then thumb drives for these items are not required.

Paper responses must be bound in a 3-ring binder and the cover of the binders must reference "DIR-TSO-TMP-225" and include the name and address of the responding Vendor.

Each thumb drive must be clearly marked as to its contents. **The response materials on each thumb drive must be compatible with Microsoft Office**. All materials must be submitted in an editable format (e.g., Microsoft Word, Microsoft Excel). Do not submit electronic materials in PDF format. If there are any disparities between the contents of the printed response and any of the response materials on thumb drives, the contents of the signed original printed response will take precedence.

NOTE: Thumb drive(s) must be securely fastened to the 3-ring binder.

3.7.3 Mandatory Response Contents

VENDOR MUST PROVIDE THE ITEMS LISTED BELOW OR THE RESPONSE WILL BE REJECTED.

1) **Vendor Information – Appendix A of this RFO**
   This form must be filled out in its entirety and signed by an officer or agent empowered to contractually bind the Vendor.
2) **Contract Support Plan - Appendix B of this RFO**
   Vendor must provide a plan that describes the Vendor's ability and strategy for promoting and supporting the contract, if awarded, including a description of

how Vendor's security standards comply with Texas Administrative Code § 202, Information Security.

3) **HUB Subcontracting Plan Forms – Appendix C of this RFO**
All Vendors, **INCLUDING THOSE WITH HUB DESIGNATION AND THOSE THAT DO NOT PLAN TO USE SUBCONTRACTORS**, must submit a HUB Subcontracting Plan. HUB Subcontracting Plan Forms are provided in Appendix C. Refer to Section 3.4 for more information regarding HUB subcontracting. **Note: For the purposes of the HUB Subcontracting Plan, Order Fulfillers designated by a manufacturer or publisher to sell directly to Customers on its behalf are considered subcontractors. The paper copy of the HSP must be submitted in a separate envelope.**

4) **Firm Fixed Product Pricing – Bid Package 2**
Brands and products should be listed in the Excel spreadsheet that is attached as "Bid Package 2" to the posting for this RFO, requisition number DIR-TSO-TMP-225, on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/. Vendor shall provide specific pricing for the brands and products applicable to their response. The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP) or List Price. Vendor must provide a description of MSRP or List Price and the method being utilized to derive the MSRP in addition to Firm Fixed Pricing for products and services listed. MSRP or List Price is defined as the product sales price list published in some form by the manufacturer or publisher of the product and available to and recognized by the trade. A price list prepared solely for this solicitation is not acceptable. If Vendor offers government and educational pricing, both pricing structures must be included in Vendor's response.

5) **Services Description and Firm Fixed Pricing – Bid Package 2**
Vendor shall provide a detailed description and the specific pricing for any value-added, product-related service that Vendor is proposing to offer in response to this RFO. Product-related services include but are not limited to product installation, maintenance and support and product training. The discount being offered shall be based upon the MSRP or List Price. DIR expects to negotiate discounts based on MSRP as well as Firm Fixed Pricing.

6) **Vendor Accessibility Documentation as required in Section 2, Scope, 2.1 Products.**

7) **Manufacturer Certification Letters Meeting the Requirements of Section 3.5.1.**

8) **Software and/or SaaS License Agreements and/or Service Agreements**
Vendor **must** provide any Software and/or SaaS License Agreements and/or Service Agreements that are applicable to the products and/or related services Vendor is proposing. These Agreements at a minimum must allow and provide for inclusion of the terms and conditions of the *Contract for Products and Related Services* (Bid Package 3) and the *Standard Terms and Conditions for Products and Related Services Contracts* (Bid Package 4).

9) **Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment – Bid Package 6.**

10) **Software as a Service (SaaS) Questionnaire – Bid Package 7**
Vendor shall provide a completed questionnaire for each Software as a Service product that Vendor is proposing to offer in response to this RFO. Software as a Service means software that is owned, delivered and managed remotely by one or more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model

by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics. The Customer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

3.7.4 References

Vendor must send the Vendor Reference Questionnaire (See Bid Package 5) to three (3) companies or government agencies. Instructions are included in Bid Package 5. DIR is not responsible for undeliverable e-mails or for non-responsive references. If DIR does not receive a vendor reference, Vendor will receive a score of "0" for that reference. Include all requested information. References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation. The Vendor Reference Questionnaire form must be submitted directly from the reference to DIR. The Vendor may not submit the reference form to DIR. Should this occur, the reference will be scored with a zero (0).

3.8. Rejection of Responses

DIR has sole discretionary authority and reserves the right to reject any and all responses received as a result of this RFO. Responses that do not comply with the mandatory submission requirements shall be rejected. In addition, DIR reserves the right to accept or reject, in whole or in part, any responses submitted and to waive minor technicalities when in the best interest of the State.

3.9. Right to Amend or Withdraw RFO

DIR reserves the right to alter, amend or modify any provision of this RFO, or to withdraw this RFO, in whole or in part, at any time prior to the award of a contract if to do so is in the best interest of the State. DIR reserves the right to re-solicit for like or similar products and services whenever it determines re-solicitation to be in the best interest of the State.

Any changes or additional information regarding this RFO will be posted as an addendum to requisition number DIR-TSO-TMP-225 on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/. It is the responsibility of Vendors to monitor the web site for addenda. Vendor's failure to periodically check the ESBD will in no way release the vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

3.10. Pre-agreement Costs

DIR shall not be responsible or liable for any cost incurred by any Vendor in the preparation and submission of its response to this RFO or for other costs incurred by participating in this procurement process.

3.11. Ownership of Responses

All responses become the property of DIR. DIR reserves the right to use any and all information or materials presented in response to this RFO. Disqualification of a Vendor's response does not eliminate this right.

3.12. Public Information

DIR is a government agency subject to the Texas Public Information Act. Responses submitted to DIR as a result of this RFO are subject to release as public information after contracts are executed or if the procurement is terminated. Vendor may not mark its complete proposal "copyrighted" or mark every page as proprietary or confidential but if a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response that it believes are exempt. In addition, the Vendor must specify which exception(s) are applicable and provide detailed reasons substantiating the exception(s).

The Office of the Attorney General (OAG) has the sole authority to determine whether information is confidential and not subject to disclosure under the Public Information Act DIR shall comply with all decisions of the OAG.

DIR assumes no responsibility for asserting legal arguments on behalf of any Vendor. Vendors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

4. Evaluation, Negotiations, and Award

4.1. Evaluation of Responses

DIR will review proposals to determine responsiveness to this RFO. All determinations about responsiveness to this RFO are final. All proposals determined to be responsive will go through a financial review overseen by the Chief Financial Officer's (CFO's) office. **The financial review is a pass/fail determination that is final**. Only proposals that receive a passing grade will proceed to the Evaluation Committee. DIR will establish an Evaluation Committee to review all responses that have not been rejected. At any time during the evaluation process, DIR may ask any or all Vendors to elaborate on or clarify specific points or portions of their response. DIR's request and Vendor's response shall be in writing. Once initial evaluation of responses has been completed, the Evaluation Committee shall turnover the tabulated scores to the DIR purchasing office and shall conclude their duties.

4.2. Evaluation Criteria

The criteria and weight to be used in determining the best value for the State are as follows:

- 50% - Pricing
- 20% - Vendor's plan for supporting the Contract and Vendor's history and experience in providing the products and services requested. (*Appendix A & B*)
- 15% - Acceptance of standard contract terms and conditions (refer to Section 2.3)
- 10% - Vendor's Customer references. *(Bid Package 5)*
- 5% - Quality and thoroughness of proposal documents.

Vendors will be evaluated on performance under existing and prior contracts for similar

products or services and the evaluation may include consideration of Vendor performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.108(b).

4.3. Best and Final Offer

DIR in its discretion shall make the determination whether to engage in the Best and Final Offer process. The Best and Final Offer process, if held, will also be scored.

DIR reserves the right to continue to evaluate responses until such point as the best value, as defined by Texas Government Code, Section 2157.003, is obtained for the State.

4.4. Negotiations

At the conclusion of the evaluation, as described within Sections 4.1 and 4.3 above, DIR staff shall determine the number of Vendors with which it will start contract negotiations. In its discretion, DIR shall terminate contract negotiations when DIR determines that the best value for the State has been obtained. Then the staff will recommend award of one or more contracts to DIR Executive Management.

4.5. Award of Contract

DIR Executive Management shall make the decision to award any contracts, if in the best interest of DIR and the State to do so. The decision of Executive Management on any award is final. Any award for this RFO shall be posted under requisition number DIR-TSO-TMP-225 on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/, upon execution of a contract with one or more Vendors. All responses and working papers pursuant to this RFO are not subject to disclosure under the Public Information Act until all contracts resulting from this RFO have been executed.

Any Contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.

4.6. Vendor Protest Procedures

Any Vendor who is aggrieved in connection with this RFO, evaluation, or award of a contract may formally protest to DIR in accordance with the Vendor protest procedures posted on the DIR Web site at:
http://www2.dir.state.tx.us/sitepolicies/pages/Vendorprotest.aspx.

END OF RFO

Appendix A
Vendor Information

This form must be filled out in its entirety and signed by an officer or agent empowered to contractually bind the Vendor.

1) Vendor Legal Entity Name: _____

2) Comptroller of Public Accounts (CPA) Vendor Identification Number: _____

3) Principal place of business
Address:
City:
State:
Zip Code:

4) Facility responsible for servicing the contract
Address:
City:
State:
Zip Code:

5) Contact Person regarding Vendor's response to the RFO
Name:
Address:
City, State, Zip:
Phone Number:
Fax:
Email:

6) Contact Person responsible for contract negotiation
Name:
Address:
City, State, Zip:
Phone Number:
Fax:
Email:

7) Indicate whether or not your company is a certified Historically Underutilized Business (HUB) with the State of Texas by the CPA.
_____Yes _____No

8) Provide the year in which your company was created/incorporated.

9) Provide a detailed history of your company.

10) Provide the number of years your company has sold the products/services requested in this RFO.

11) Provide the number of years your company has sold the products/services requested in this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.

12) Indicate whether or not Texas state agencies, local governments, independent school districts, and institutions of higher education have purchased the products/services listed in this RFO from your company within the last 12 months.
_____Yes _____No

If yes, provide the entity names, total sales, quantity sold, and discount % off list price.

13) Indicate whether or not your company holds a contract for use by public entities (state agencies, local governments, independent school districts, public universities) in any other states for the same products/services requested in this RFO.
_____Yes _____No

If yes, provide the entity names, total sales, quantity sold, and discount % off list price.

14) Indicate whether or not your company holds a contract with any entity or consortium authorized by Texas law to sell the products and services requested in this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.
_____Yes _____No

If yes, provide the entity names, total sales, quantity sold, and discount % off list price.

15) Vendor must send the Vendor Reference Questionnaire (See Bid Package 5) to three (3) companies or government agencies. Instructions are included in Bid Package 5. DIR is not responsible for undeliverable e-mails or for non-responsive references. If DIR does not receive a vendor reference, Vendor will receive a score of “0” for that reference. Include all requested information. References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation. The Vendor Reference Questionnaire form must be submitted directly from the reference to DIR. The Vendor may not submit the reference form to DIR. Should this occur, the reference will be scored with a zero (0).

16) List below by subsection all exceptions to the *Contract for Products and Related Services and Standard Terms and Conditions for Products and Related Services Contracts* **in redline form, including exceptions to Accessibility requirements**. Include the basis for each exception and provide proposed alternate language. **If Vendor fails to list exceptions in its response, Vendor shall not be permitted to submit exceptions to the same section during the negotiation process or thereafter.**

Section	Section Title	Explanation of Exception	Proposed Language (redline)

17) Vendor and Subcontractor Conflict of Interest Disclosure

List below all current or former employees of Vendor and/or proposed Vendor personnel with conflict of interests as follows:

1) Any current or former employees of Vendor who will spend 20% or more of their time on a contract resulting from this RFO and are current or former employees of the State of Texas within the past five (5) years; and

2) Any proposed Vendor personnel assigned to work directly on any Contract to arise from this RFO 20% or more of their time who are related within two degrees of consanguinity of any current or former employees of the State of Texas. Disclosure of former state employees may be limited to the last five (5) years.

Vendor Personnel:

Current or Former Employees who are current or former State employees (see Note 1 above)	Vendor Personnel related to State of Texas Employees (see Note 2 above)

Subcontractor personnel:

Current or Former Employees of Subcontractor(s) who are current or former State employees (see Note 1 above)	Subcontractor Personnel related to State of Texas Employees (see Note 2 above)

3) Vendor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Vendor will complete the following information in order for the response to be evaluated: Name of Former Executive, Name of State Agency, Date of Separation for State Agency, Position with Vendor, and Date of Employment with Vendor.

18) Proof of Financial Stability.

All Vendors responding to this RFO and all Vendors that will enter into a contract with DIR must be and remain current in payment of all taxes, including Sales and Franchise Taxes. In general, the Comptroller of Public Accounts must identify the Vendor to be “in good standing” and a Vendor with which the state is authorized to do business.

Vendors must provide a Dun and Bradstreet D-U-N-S number. The D-U-N-S number MUST be included in

the Vendor's response. **Failure to include the D-U-N-S number listed for the company shall cause automatic rejection of the response.**

19) Officer or Agent empowered to contractually bind the Vendor:
Name:
Title:
Address:
Phone Number:
Fax:
Email:

20) **Statement of Compliance**

A. Checklist for the RFO

The following checklist is provided for the convenience of Vendors in their response preparation process. It is not intended to represent an exhaustive list of the mandatory requirements for this RFO. Vendors must ensure that all mandatory requirements for this RFO are met, even if they are not included in this checklist. The mandatory documentation must be submitted with the original and each copy of the response.

A completed checklist shall not be binding on DIR's administrative review for compliance with the mandatory response contents specified in this RFO. As step one of the evaluation process, DIR will review all responses to ensure compliance with the mandatory response contents as specified in Section 3.7.3. of the RFO and reject any response that does not comply.

All responses must be received by DIR on or before the date and time specified in Section 3.3.1 of this RFO. No late responses will be reviewed.

Item	Check
Response addressed to: Department of Information Resources 300 W. 15th Street, Suite 1300 Austin, Texas 78701 Attn: Carrie Cooper	
External packaging references "RFO DIR-TSO-TMP-225"	
Package contains one (1) signed original (clearly marked) of the complete response with one (1) signed original HUB Subcontracting Plan	
Package contains one (1) additional signed original HUB Subcontracting Plan in a separate envelope	
Package contains one (1) clearly marked additional thumb drive copies of the complete response	
Package contains one (1) thumb drive containing any and all response materials which Vendor asserts are confidential or proprietary (if required)	
Package contains one (1) thumb drive containing any and all copyrighted materials in the Vendor's response (if required)	
Package contains one (1) thumb drive containing any and all non-proprietary/confidential and non-copyrighted materials in the Vendor's response	

Paper response is bound in a 3-ring binder and the cover of the binder references "DIR-TSO-TMP-225" and includes the name and address of the responding Vendor	
Mandatory Response Contents	
Vendor Information - Appendix A	
Contract Support Plan – Appendix B	
HUB Subcontracting Plan Forms – Appendix C	
Product Pricing and Services Description – Bid Package 2	
Product Accessibility Documentation, Section 2.1 RFO Requirement	
Mandatory Certification Letter(s), Section 3.5.1	
Software, including SaaS, License Agreement(s) and/or Service Agreement(s)	
Vendor PDAA Assessment – Bid Package 6	
SaaS Questionnaire (if applicable) – Bid Package 7	

B. Certification Statement

The undersigned hereby certifies on behalf of *insert company name here* that RFO DIR-TSO-TMP-225 has been read and understood. In submitting its response *insert company name here* represents to DIR the following:

i) Vendor is capable of providing the products and services as described in the RFO;

ii) Vendor is offering true and correct pricing and discounts for the products and services;

iii) Vendor agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;

iv) as of the date of signature below, Vendor is not listed in the prohibited Vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control;

v) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM*) maintained by the General Services Administration;

vi) Vendor certifies, under Texas Government Code, Sections 2155.004 and 2155.006, that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vii) Vendor certifies that, to the extent applicable to this scope of this RFO, Vendor is in compliance with Health and Safety Code, Chapter 361, Subchapter Y, related to the Computer Equipment Recycling Program, and the related rules found at 30 TAC Chapter 328;

(viii) Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response;

(ix) Vendor has not received compensation for participation in the preparation of specifications for this solicitation as required by Texas Government Code, Section 2155.004(a);

(x) Vendor has not, nor has anyone acting for Vendor, violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(xi) Vendor is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate, and any Vendor subject to Section 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the response, prior to award;

(xii) Vendor agrees that any payments due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xiii) Vendor agrees to comply with Texas Government Code, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas;
(xiv) Vendor certifies it is in compliance with Texas Government Code, Section 669.003, relating to contracting with executive head of a state agency;
(xv) Vendor certifies for itself and its subcontractors that it has identified all current or former, within the last five years, employees of the State of Texas assigned to work on the DIR Contract 20% or more of their time and has disclosed them to DIR and has disclosed or does not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the Contract, Vendor certifies it shall disclose for itself and on behalf of subcontractors the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;
(xvi) Vendor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety;
(xvii) Vendor certifies that if a Texas address is shown as the Principle Place of Business in Appendix A, Vendor Information Form, Vendor qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part I, Chapter 20;
(xviii) Vendor understands and agrees that Vendor may be required to comply with additional terms and conditions or certifications that an individual Customer may require due to state and federal law (e.g., privacy and security requirements); and
(xix) Vendor agrees that these representations will be incorporated into any subsequent agreement(s) between Vendor and Customer that result from this RFO.

_____
Signature of Officer or Agent empowered to contractually bind the Vendor

_____
Title

_____
Date

Appendix B
Contract Support Plan

Vendor must provide a plan that describes the Vendor's ability and strategy for promoting and supporting the contract, if awarded. The plan must include the information listed below.

1) Describe your company's strategy for marketing and selling the products/services listed in this RFO to eligible DIR Customers. A Contract Marketing Plan, as an example, would list the Marketing elements Vendor would use, such as publishing on the DIR website, email signature tag, Trade Publication Advertisements etc.

2) Describe your company's strategy for providing:
   a. sales,
   b. order processing, and
   c. support of eligible DIR Customers throughout the State of Texas.

3) Provide an overview of the management and customer relationship team that will be responsible for managing the State's relationship in the event of being awarded a contract. Address the following:

   a. Describe the geographical reach of the Vendor, teaming partners and subcontractors (if any), to include, at a minimum, locations of corporate and branch offices as well as locations where work is currently taking place. Explain how these locations and any proposed new locations will be used in the performance of this contract.
   b. Provide names, titles, prior account management experience for accounts of the State's size and type.
   c. Provide an organization chart identifying the chain of command for managing this contract, including resource sourcing responsibility, and organization components that support this contract.

4) Provide the projected total sales of the products and services listed in this RFO that your company anticipates making to eligible DIR Customers within the next 12 months. If available, show the projected sales breakdown between the following segments: State and Local Governments, Higher Education, and K-12.

5) If your company is a manufacturer or publisher naming Order Fulfillers, provide the information listed below for each proposed Order Fulfiller. **Proposed Order Fulfillers listed below must also be included in Appendix C, Vendor's Historically Underutilized Plan (HSP).**

   a) Order Fulfiller name, address, and contact
   b) Comptroller of Public Accounts Vendor Identification number
   c) CPA HUB ethnicity/gender, if applicable
   d) Roles and responsibilities of Order Fulfiller.

6) Provide a description of how Vendor's security standards comply with Texas Administrative Code §202, Information Security.

Appendix C

Historically Underutilized Business (HUB) Subcontracting Plan

HUB SUBCONTRACTING PLAN (HSP)

QUICK CHECKLIST

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

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

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors

Section 2 c. - Yes

Section 4 - Affirmation

GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a *continuous contract** in place for five (5) years or less *meets or exceeds* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB venders

Section 2 c. - No

Section 2d. – Yes II

Section 4 – Affirmation II

GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

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

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract

Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors

Section 2 c. - No

Section 2 d. - No

Section 4 - Affirmation

GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources

Section 3 - Self Performing Justification

Section 4 - Affirmation

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

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HUB SUBCONTRACTING PLAN (HSP)

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

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

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

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

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Failure to complete and comply with the current HSP form may disqualify the respondents proposal pursuant to Texas Gov't Code §2161.252(b). The HSP form cannot be altered.

I. DIR's HUB Goal for this bidding opportunity is ___21.1____%

II. HSP Form:
RFO HSPs- must utilize the HSP provided
Amended HSPs- must utilize the HSP that is on the DIR website

II. The following documentation should be completed with the HSP:
1) HSP Section 2- identify subcontracting opportunities including "Order fulfiller" (reference Appendix A)

2) HSP Section 4 Affirmation- must be signed and dated;

3) HSP Method B (Attachment B) -must provide documentation under Section B-3 with response (if applicable);

4) Actual % and dollar amounts must be used on HSP form (if applicable); no TBDs

III. For assistance in completing the HSP, contact the HUB Coordinator, at dir.hub@dir.texas.gov or lisa.maldonado@dir.texas.gov 512-463-5662 or lynn.sanchez@dir.texas.gov 512-463-9813.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No

c. Requisition/ Contract # _____ Bid Open/ Revision Date: _____

SECTION 2 SUBCONTRACTING INTENTIONS

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

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

☐ - ***Yes***, I will be subcontracting portions of the contract. (If ***Yes***, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☐ - ***No***, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If ***No***, continue to SECTION 3 and SECTION 4.)

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

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

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

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - ***No*** (If ***No***, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

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

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

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

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

HSP – SECTION 2
(Continuation Sheet)

Enter your company's name here: _____ Requisition/contract #: DIR-TSO-TMP-225

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

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☐ **- Yes** (If ***Yes***, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ **- No** (If ***No***, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

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

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

Signature (mm/dd/yyyy)	Printed Name	Title	Date

REMINDER:

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

HSP Good Faith Effort - Method A (Attachment A)

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Enter your company's name here: _____ Requisition/Contract #: DIR-TSO-TMP-225

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc***

SECTION A-1 SUBCONTRACTING OPPORTUNITY

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

Item #: _____ **Description:** _____

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB. HUB VIN #'s can be located at http://www.window.state.tx.us/procurement/cmbl/hubonly.html

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount (no TBD)	Expected Percentage of Contract (no TBD)
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____ Requisition/Contract #: DIR-TSO-TMP-225

IMPORTANT*:** If you responded "No***" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc**

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: _____ **Description:** _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

☐ **- Yes** (If ***Yes***, to continue to SECTION B-4.)

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at **http://www.window.state.tx.us/procurement//cmbl/cmblhub.html**. HUB Status code "**A**" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

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

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

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

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

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Enter your company's name here: _____ Requisition/Contract #: DIR-TSO-TMP-225

SECTION B-4 SUBCONTRACTOR SELECTION

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

Item #: _____ **Description:** _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount (no TBDs)	Expected Percentage of Contract (no TBDs)
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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

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

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A — PRIME CONTRACTOR'S INFORMATION

Company Name: _____ **State of Texas VID #:** _____

Point-of-Contact: _____ **Phone #:** _____

E-mail Address: _____ **Fax #:** _____

Section B — CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ **Phone #:** _____

Requisition/Contract #: _____ **Bid Open Date:** _____

SECTION: C — SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____ **on** _____.
Central Time — Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19) (C).
(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

Department of Information Resources

Request for Offer
DIR-TSO-TMP-225

Software, including Software as a Service, Products and Related Services

Bid Package 2

Department of Information Resources
Software, including SaaS, Products and Related Services
Request for Offer DIR-TSO-TMP-225
Bid Package 2

Instructions

For the purposes of this RFO, the DIR administrative fee of 0.75% IS NOT calculated in the Pricing Sheet.

1. Vendor shall provide the brands and pricing for products/services/training applicable to their response.
2. If **firm fixed pricing is requested, Vendor shall provide firm fixed pricing** expressed in dollars and cents. If a discount is requested, the discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP) or List Price and the specific final price shall be stated.
3. Discounts can be listed by manufacturer, manufacturer product/service/training line, or product/service/training category.
4. Vendors may not propose a range of discounts for a product (e.g., 0% - 99%).
5. If Vendor is proposing multiple discounts for the same product, the products must be listed separately with the associated discount or grouped with an associated discount. For example:

   Product ABC
   Product ABC Software or Hardware, Site Licenses - Customer Discount - 10%
   Product ABC Software or Hardware, Volume Licenses - Customer Discount - 15%
   Product ABC Software or Hardware, All other products - Customer Discount - 8%
6. Vendor shall provide a description of MSRP or the method utilized to derive MSRP.
7. **Price to the Customer shall include all shipping and handling fees.**

Proposed pricing shall be acceptable for at least 120 days from the date of the response submittal.

Instructions:
A representative example of products/services/training is provided in the tables below. Vendors must offer ONLY one (1) specific price for each Product/Service/Training listed. In addition to discount % and firm fixed pricing, Vendor may also provide volume and education pricing. The price to the DIR Customer shall include all shipping and handling fees. This is a representative sample only for the purposes of this RFO and evaluation process. Note: The Firm Fixed Price discount % price is not necessarily the same as the MSRP discount % price.

For the purposes of this RFO, the DIR administrative fee of 0.75% IS NOT calculated in the Pricing Sheet.

Software Description	MSRP	DIR Discount % off MSRP	DIR Discounted Price (MSRP - Discount %)	DIR Discount % off MSRP for FFP	DIR Firm Fixed Price (FFP)
ABC Software	$ 2,000.00	40.00%	$1,200.00	38.00%	$1,240.00
Software as a Service (SaaS) Description	**MSRP**	**DIR Discount % off MSRP**	**DIR Discounted Price (MSRP - Discount %)**	**DIR Discount % off MSRP for FFP**	**DIR Firm Fixed Price (FFP)**
ABC SaaS	$ 1,500.00	50.00%	$750.00	45.00%	$825.00
Related Services Description	**MSRP**	**DIR Discount % off MSRP**	**DIR Discounted Price (MSRP - Discount %)**	**DIR Discount % off MSRP for FFP**	**DIR Firm Fixed Price (FFP)**
ABC Services	$ 800.00	25.00%	$600.00	26.00%	$592.00
Optional Description	**MSRP**	**DIR Discount % off MSRP**	**DIR Discounted Price (MSRP - Discount %)**	**DIR Discount % off MSRP for FFP**	**DIR Firm Fixed Price (FFP)**
ABC Training Price per hour	$ 150.00	50.00%	$75.00	50.00%	$75.00

NOTE: For the purpose of this Evaluation, theses prices DO NOT include the Administrative Fee.

DIR Contract No. DIR-TSO-XXXX

Vendor Contract No. _____

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

VENDOR LEGAL ENTITY NAME

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1. Introduction

A. Parties

This Contract for Products and Related Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and *VENDOR LEGAL ENTITY NAME* ("Vendor"), with its principal place of business at *VENDOR ADDRESS*.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-*XXX*, on *POSTING DATE*, for *NAME OF RFO*. *DIR subsequently issued a BAFO opportunity on BAFO DATE*. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-*XXX* shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Software License Agreement; Appendix E, Service Agreement; *Exhibit 1, Vendor's Response to BAFO, including all addenda; Exhibit 2, the BAFO, including all addenda;* Exhibit *[3] 2*, Vendor's Response to RFO DIR-TSO-TMP-*XXX*, including all addenda; and Exhibit *[4] 3*, RFO DIR-TSO-TMP-*XXX*, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, *then Exhibit 1, then Exhibit 2*, then Exhibit *3*, and finally Exhibit *4*. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend the Contract, by amendment for up to three (3) optional one-year terms. Protracted contract negotiations

may, in DIR's sole discretion, result in fewer optional renewal terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to *insert product and RFO scope description here* as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of the RFO and products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to *insert* ***SPECIFIC*** *services here* as specified in the RFO and Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is *insert number* percent (*insert number*%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $*insert dollars*.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

<u>If sent to the State</u>:
Dana L. Collins, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701

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Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: dana.collins@dir.texas.gov

If sent to the Vendor:
Vendor Representative
Company Name
Address
City, State Zip
Phone: ( ) -
Facsimile: ( ) -
Email:

7. Software License and Service Agreements

A. Software License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the Software License Agreement set forth in Appendix *X* of this Contract. No changes to the Software License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix *X*. Vendor and Order Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software License Agreement terms and conditions.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

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C. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix E of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

D. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

8. Authorized Exceptions to Contract or any Appendices.

No exceptions have been agreed to by DIR and Vendor.

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This Contract is executed to be effective as of the date of last signature.

VENDOR LEGAL ENTITY NAME

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By: _____

Name: _ Dale Richardson_____

Title: __Chief Operations Officer_____

Date: _____

Office of General Counsel: _____

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Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

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Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

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

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;

2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;

3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;

5) A local workforce development board created under Section 2308.253;

6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;

7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;

8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and

9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be

performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

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

D. CPA – refers to the Texas Comptroller of Public Accounts.

E. Day - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. Order Fulfiller – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.

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

H. State – refers to the State of Texas.

4. General Provisions

A. Entire Agreement

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

B. Modification of Contract Terms and/or Amendments

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

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term

or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

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

D. Assignment

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

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract. Rights and obligations under this Contract which by their nature should survive, including, but not limited to any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

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

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

5. Intellectual Property Matters

A. Definitions

1)" Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and

its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer

confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6. Product Terms and Conditions

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

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

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

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

including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

7. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

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

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiller List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with

the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 7.B.1.a above.

3) Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Website

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a website specific to the product and service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include the product and services offered, product and service specifications, specific contract pricing expressed in dollars as well as discount off MSRP or List Price, designated Order Fulfillers, contact information for Vendor and designated Order Fulfillers, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Information and Communications Technology Cooperative Contracts program, display the DIR logo in accordance with the requirements in paragraph F of this Section, and contain a link to the DIR website for the Contract.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Website Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is compliant with the

pricing as stated in the Contract.

4) Website Changes
Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited
If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content
Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

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

G. Vendor and Order Fulfiller Logo

DIR may use the Vendor's and Order Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller' trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any

required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J. Performance Review Meetings

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

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the products.

8. Pricing, Purchase Orders, Invoices, and Payments

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended to reflect the lower price.

D. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

F. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (http://www.window.state.tx.us/procurement/prog/stmp/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

1) Price increase or decrease change requests must be requested with a signed cover letter indicating the change in price. Price increase requests must be accompanied by a copy of the manufacturer or publisher's price list.

2) Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

3) Requests for price increases will be accepted or rejected by DIR within thirty (30) calendar days after receipt of a properly submitted request. Increases that are not accepted within thirty (30) calendar days will be deemed rejected. If a properly submitted increase is rejected, Vendor may request that the product or service rejected be removed from the Contract. The product or service will be removed from the Contract upon execution of a written Contract amendment, which shall be transmitted to Vendor by DIR within thirty (30) calendar days after receipt of the written request to remove the product or service and executed by both parties without undue delay. Existing pricing must be honored up to the date of execution of the Contract amendment. Prices may not be increased for at least ninety (90) calendar days after the contract start date. Price reductions will be accepted at any time.

H. Purchase Orders

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

I. Invoices

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

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

3) The administrative fee as set forth in the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments.

9. Contract Administration

A. Contract Managers

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

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's compliance with the terms and conditions of the Contract, ii) periodic verification of product pricing, and iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

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

B. Reporting and Administrative Fees

1) Reporting Responsibility

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

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

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports shall be submitted to the DIR ICT Cooperative Contracts E-Mail Box at ict.sales@dir.texas.gov. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the administrative fee due for the reporting period, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the

Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

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

4) DIR Administrative Fee

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. Payment of the administrative fee shall be due on the fifteenth (15th) calendar day after the close of the previous month period. DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

b) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at DIR's expense.

c) Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor's Contract.

C. Records and Audit

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State

Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

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

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

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

D. Contract Administration Notification

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

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii)

DIR Cooperative Contracts E-Mail Box information.

10. Vendor Responsibilities

A. Indemnification

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

2) Acts or Omissions
Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a

manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

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

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

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

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

(i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control;

(ix) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;

(x) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xi) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xii) have identified all current or former, within the last five years, employees of the State assigned to work on the DIR Contract 20% or more of their time and have disclosed them to DIR and have disclosed or do not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the Contract, certify they shall disclose the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;

(xiii) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xiv) under Section 2155.006, Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;

(xv) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xvi) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

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

E. Equal Opportunity Compliance

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be

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

F. Use of Subcontractors

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

G. Responsibility for Actions

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

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Certification Statement of Appendix A to the RFO and/or Section 10.C. (xii) and (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

H. Confidentiality

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

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

I. Security of Premises, Equipment, Data and Personnel

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

and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

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

M. Prohibited Conduct

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

N. 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.

O. Use of State Property

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

P. Immigration

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security¹s E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and

- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

No public disclosures or news releases pertaining to this contract shall be made without prior written approval of DIR.

R. Product and/or Services Substitutions

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Products and/or Services

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessiblity of Public Information

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Requirements

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

11. Contract Enforcement

A. Enforcement of Contract and Dispute Resolution

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

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

3) State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for

any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and

terminate the Purchase Order.

5) Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

6) Vendor or Order Fulfiller Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

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

12. Notification

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

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

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

13. Captions

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

Bid Package 5

Department of Information Resources

Software, including Software as a Service, Products and Related Services

Request for Offer DIR-TSO-TMP-225

Vendor References

VENDOR REFERENCES
Software, including Software as a Service, Products and Related Services
Request for Offer DIR-TSO-TMP-225

REFERENCE DEADLINE TO DIR: No later than April 2, 2015 – 2:00 pm CT

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill out and return directly to DIR at the following email address: software.saas@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

Vendor Name_____
Software/SaaS Product/Services Category _____
Prime Contractor _____
Subcontractor(s) _____
Dates of Performance: Starting Date _____ **Ending Date** _____
Total Est. Contract Dollar Amount_____

This portion to be completed by the Customer providing reference and returned to DIR at software.saas@dir.texas.gov .

Rating: (0) Unsatisfactory; (1) Marginally Satisfactory; (2) Satisfactory; (3) Exceeds Expectations; N/A. Not Applicable
Definitions for each rating category are contained on the following page.

Please provide your opinion by rating the following:

Quality of Software / Software as a Service (SaaS) Products and Related Services

1. Have you purchased any Software, SaaS or Related Services from this Vendor in the past 2 years? Yes___ No____
2. Vendor's ability to provide the products or services in a timely manner? 0.___ 1.___ 2.___ 3.___ N/A____
3. Vendor's knowledge of and ability to answer questions regarding? the products? 0.___ 1.___ 2.___ 3.___ N/A____
4. Vendor's ability to resolve problems? 0.___ 1.___ 2.___ 3.___ N/A____

Cost

5. Timely, current, accurate & complete invoices? 0.___ 1.___ 2.___ 3.___ N/A____

Timeliness of Performance

6. Adherence to delivery schedule (major tasks, milestones)? 0.___ 1.___ 2.___ 3.___ N/A____

Business Relations & Customer Satisfaction

7. Effectively communicated with customer management & staff? 0.___ 1.___ 2.___ 3.___ N/A____
8. Vendor personnel (professional, cooperative & flexible)? 0.___ 1.___ 2.___ 3.___ N/A____
9. Vendor's attitude toward customer service? 0.___ 1.___ 2.___ 3.___ N/A____
10. Overall satisfaction with Vendor? 0.___ 1.___ 2.___ 3.___ N/A____

Comments: (Please use additional page if necessary)

_____
_____

In your opinion, should this Vendor be used again for Software or SaaS products and/or related services?
Yes_____ No _____

In your opinion, should this Vendor be recommended to others? Yes_____ No _____

Rater's Name:_____ Date:_____
Organization:_____
Title:_____
Phone Number:_____ Fax Number:_____ Email address:_____

Vendor Reference Evaluation
Scoring

Excellent (3) There are no quality problems.	There are no cost issues.	There are no delays.	Responses to inquiries, technical, service, and administrative issues are effective and responsive.
Satisfactory (2) Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is usually effective and responsive.
Marginal (1) Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Cost issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is somewhat effective and responsive.
Unsatisfactory (0) Nonconformances are compromising the achievement of contract requirements.	Cost issues are compromising performance of contract requirements.	Delays are compromising the achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is not effective and responsive.

Department of Information Resources

Request for Offer
DIR-TSO-TMP-225

Software, including Software as a Service, Products and Related Services

Bid Package 6

FREQUENTLY ASKED QUESTIONS (FAQ) for Policy-Driven Adoption for Accessibility (PDAA)

For Companies/Vendors

1. What is PDAA?

Policy-driven Adoption for Accessibility (PDAA) is a tool that Vendors can use to demonstrate the extent to which their organization has implemented accessibility best practices within operations. The PDAA concept is based on the following principles:

- Integrating accessibility policies and practices into their business and culture enables organizations to drive themselves towards the creation of accessible offerings over the long term.
- Enabling products for accessibility requires integrating accessibility criteria into all phases of a product life cycle, and other business processes where accessibility plays a role.
- Many state and federal agencies are required by law to procure or develop accessible offerings based on technical standards. Gaps in Vendor internal governance systems and leadership commitment inhibit their ability to meet these standards.
- Agency procurement organizations need assurances that Vendors have the ability to produce accessible offerings and continue to improve them over time.

2. Why are buying organizations requesting information on company accessibility policy?

Making an organization's information and communications technology (ICT) offerings accessible to people with disabilities requires commitment in many areas of that organization. PDAA data helps buying organizations understand a Vendor's accessibility policy, progress and commitment to accessibility holistically.

A mature accessibility policy implementation signals that the Vendor is fully aware of the implications of accessibility requirements and is prepared to resolve any issues in a timely manner with minimal friction. It also makes it more likely that the Vendor understands that accessibility is more than meeting a set of technical guidelines or standards, and that usability will be a factor in how they go about meeting the technical requirements. Accessibility that is planned, designed, and built in from the beginning consistently results in a friendlier product for all users, including those with disabilities.

3. Why is PDAA information important to the buying organization?

The requested information provides insight into Vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings, which can increase the procuring organizations' confidence in the accuracy of Vendor's accessibility documentation.
Current ICT accessibility reporting formats such as VPATs (Voluntary Product Assessment Templates) only apply to COTS products and services. In many cases, Vendor VPATs lack credibility due to limited knowledge about their offerings' accessibility. Additionally, there is no standard reporting format for non-COTS offerings such as development services for websites, web applications, system software, etc.

4. How will this information be used?

The initial completed form will establish a baseline for where a vendor stands with regard to its ICT accessibility policy. The baseline illustrates the depth and maturity of the Vendor's support for accessibility policy and practices as illustrated via the PDAA Maturity Model (Link on next line. If prompted for a password, select "cancel")
PDAA Maturity Model (http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/EIR%20Accessibility/PDAA_Maturity_Matrix.pptx)

The questionnaire may also be included in future solicitations so that progress can be assessed. The Vendor responses from the questionnaire may be considered as an element in Vendor selection; however, this would be determined by the procuring organization.

Additionally, Vendor companies can use the results as a roadmap for implementing their organization-wide ICT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible offerings.

5. We already submit VPATs as part of solicitation responses. Is that adequate?

No. VPATs (Voluntary Product Assessment Templates) are product-specific. PDAA is a holistic presentation of the organization's approach to accessibility. The expectation is that organizations with mature approaches to PDAA will greatly improve the levels of accessibility in products. It should also result in well documented, accurate VPATs, improving their value in product-level assessments.

6. What is the PDAA Maturity Model?

Based on the Capability Maturity Model (CMM) concept, the PDAA Maturity Model(Link on next line) provides buying organizations and vendors with a simple dashboard or matrix to track and demonstrate Vendors' progress toward full system-wide support of accessibility.

PDAA Maturity Model (http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/EIR%20Accessibility/PDAA_Maturity_Matrix.pptx)

7. Where can I obtain more information on Accessibility Policy implementation for my organization?

Additional information can be found on the PDAA web pages. (http://www2.dir.state.tx.us/management/accessibility/tools/Pages/ProcurementTools.aspx)

For government organizations/agencies

8. What is PDAA?

Policy-driven Adoption for Accessibility (PDAA) is a tool that Vendors can use to demonstrate the extent to which their organization has implemented accessibility best practices within operations. The PDAA concept is based on the following principles:

- Integrating accessibility policies and practices into their business and culture enables organizations to drive themselves towards the creation of accessible offerings over the long term.
- Enabling products for accessibility requires the integration of accessibility criteria in all phases of a product life cycle, and other business process where accessibility plays a role.
- Many state and federal agencies are required by law to procure or develop accessible offerings based on technical standards, but gaps in internal governance and commitment by industry inhibits the adoption and implementation of these standards.
- Agency procurement organizations need assurances that Vendors have the ability to produce accessible offerings and continue to improve them over time.

9. Does the PDAA replace VPATs?

No. VPATs (Voluntary Product Assessment Templates) are product-specific. PDAA is a holistic presentation of the organization's approach to accessibility. VPATs are still a valuable tool at the product level, and the expectation is that Vendors with mature approaches to PDAA will have accurate and informative VPATs.

10. Why a "maturity model" of evaluation?

Successfully enabling an organization for ICT accessibility requires implementation within various areas of an organization. As with any organization-wide initiative, implementation cannot occur all at once. The PDAA Maturity Model is used to gauge progress towards the complete implementation of PDAA core criteria. (Link on next line. If prompted for a password, select "cancel")

PDAA Maturity Model (http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/EIR%20Accessibility/PDAA_Maturity_Matrix.pptx)

11. Why should we support Vendors who have mature PDAA practices?

A mature accessibility policy implementation signals that the Vendor is fully aware of the implications of accessibility requirements and is prepared to resolve any issues in a timely manner with minimal friction. It also makes it more likely that the Vendor understands that accessibility is more than meeting a set of technical guidelines or standards, and that usability will be a factor in how they go about meeting the technical requirements. Accessibility that is planned, designed, and built in from the beginning consistently results in a friendlier product for all users, including those with disabilities.

12. How should we score PDAA information?

In general, the PDAA questionnaire is meant to ensure that the same information is collected from all bidders, and how the agency uses that information will depend on circumstances.

While scoring has not yet been established for PDAA, the responses from the questionnaire may be used as criteria in selecting offerings or Vendors.

PDAA evaluation is an area that will need some practical experience, and we hope that organizations will share what they learn.

13. Where does the PDAA information fit within the procurement process?

Using consistent information in evaluating bids is a key element of open and competitive public procurements. The information given in a PDAA report can help you better judge the ability of a Vendor to: complete a VPAT correctly, produce accessible custom ICT offerings (web sites, web applications, software, etc.), resolve accessibility defects when discovered, and otherwise be a partner in helping you meet your compliance obligations. The specific role of PDAA responses may be determined in part by the procurement laws, policies and practices for your organization.

14. What happens if the Vendor claims the information is confidential or a trade secret?

Vendors often claim this for information required in procurements. Your organization's procurement laws, policies, or practices may already address how you handle such claims.

15. What other states are using the PDAA model?

The PDAA model is in its early stages. A coalition of states is working with several national associations to harmonize the criteria for this model, and for obtaining and evaluating PDAA information. The goal is for more states and other government entities to adopt the PDAA model in their procurement processes.

16. Where can I obtain more information on Accessibility Policy implementation for my organization?

Additional information can be found on the PDAA web pages. (http://www2.dir.state.tx.us/management/accessibility/tools/Pages/ProcurementTools.aspx)

Or contact the Statewide EIR Accessibility Coordinator at:

statewideaccessibilitycoordinator@dir.texas.gov

Vendor ICT Accessibility Policy Assessment

This Information and Communications Technology (ICT) accessibility assessment is for Vendor organizations to describe how they are currently implementing accessibility policy and practices within their organizations.

Please complete this form by checking a box for each topic that most closely match the current state of your organization. A completed example is available using the "Example" tab of the worksheet. This assessment is not a substitute for other requested accessibility information such as VPATs. All questions, inquiries, etc. should only be directed to Carrie Cooper: Phone: 512-936-2353 Fax: 512-936-6896 Email: carrie.cooper@dir.texas.gov

Organization information

Organization Business Name: _____
Organization Business Address: _____
Point of Contact Information: Name_____ Telephone _____ Email _____
Date of assessment completion: _____

My organization is a (choose one or more if applicable)

- ☐ Manufacturer: My organization develops and sells its own ICT products / services
- ☐ Service Provider: My organization sells IT development services
- ☐ Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
- ☐ Reseller or Distributor: Does not develop or have its own products, but offers COTS 3rd party products

For each criteria statement, please enter the number corresponding to your response in the shaded areas of the "Response" column for the status statement in each grouping that is most relevant to your organization today.

Responses

1. Develop, implement, and maintain an ICT accessibility policy.

0 My organization has no plan to have an ICT accessibility policy. **(If selected, skip to next section or provide comments at the end of this section)**

1a. Having an ICT accessibility policy.

1 My organization is developing an ICT accessibility policy.
2 My organization is finalizing an ICT accessibility policy.
3 My organization has approved an ICT accessibility policy.

1b. Having appropriate plans in place to implement and maintain the policy.

1 My organization is developing plans to implement our ICT accessibility policy and ensure that it is maintained.
2 My organization has completed planning for initial implementation and maintenance of our accessibility policy.
3 My organization has approved plans for accessibility policy implementation and maintenance.

1c. Establishing metrics and tracking progress towards achieving compliance to the policy.

1 My organization is identifying metrics that can be used to gauge policy compliance.
2 My organization is collecting metrics and has begun designing progress reporting based on them.
3 My organization is tracking progress on policy adoption and continues to refine the metrics.

Section 1 Comments (Provide any comments or additional information on this section here.)

2. Establish and maintain an organizational structure that enables and facilitates progress in ICT accessibility.

0 My organization has no plan to develop a governance system to support ICT accessibility. **(If selected, skip to next section or provide comments at the end of this section)**

2a. Developing an organization wide governance system.

1 My organization is investigating opportunities to improve organization wide governance for ICT accessibility.
2 My organization is finalizing plans that will result in an organization wide governance system.
3 My organization has approved plans for an organization wide governance system.

2b. Designating one or more individuals responsible for implementation.

2 My organization has identified key individuals in the implementation process.
3 My organization has assigned implementation duties and responsibilities to appropriate individuals.

2c. Implementing reporting/decision mechanism and maintain records.

1 My organization is developing tools and procedures for tracking ICT accessibility issues.
2 My organization is tracking and keeping records of ICT accessibility reporting and decisions.
3 My organization uses reports to make organizational changes to improve ICT accessibility.

Section 2 Comments (Provide any comments or additional information on this section here.)

3. Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.

Manufacturers: Address processes that pertain to your development of ICT products.

Service providers: Address processes that pertain to your development of ICT services.

Integrators: Address processes that pertain to your ICT integration services and solutions.

Reseller or Distributor: Address processes that pertain to your product offerings.

0 My organization has no plan to integrate accessibility criteria into key business processes. **(If selected, skip to next section or provide comments at the end of this section.)**

3a. Identifying candidate processes for criteria integration.

1 My organization has a plan to identify and evaluate its key business processes for accessibility gaps.

2 My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.

3 My organization has approved plans to integrate accessibility criteria into these processes.

3b. Implementing process changes.

1 My organization has begun modifying its key business processes to integrate accessibility criteria.

2 My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.

3 My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.

3c. Integrate fully into all key processes.

2 My organization has fully integrated accessibility criteria into all of its key business processes and is using these processes to improve the accessibility of its product / service offerings.

3 My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.

Section 3 Comments (Provide any comments or additional information on this section here.)

4. Provide processes for addressing inaccessible ICT.

Manufacturers: Address processes that pertain to your development of ICT products in 4a, 4b, 4c, and 4d.

Service providers: Address processes that pertain to your development of ICT services in 4a, 4b, 4c, and 4d.

Integrators: Address processes that pertain to your ICT integration services and solutions in 4a, 4b, 4c, and 4d.

Reseller or Distributor: Address processes that pertain to your-product offerings in 4e.

0 We do not have plans to provide processes for bringing ICT developed and sold by our organization into accessibility compliance. **(If selected, skip to next section or provide comments at the end of this section.)**

4a. Creating plans that include dates for compliance of inaccessible ICT.

1 We are developing plans to identify and test ICT developed and sold by our organization.

2 We have begun identifying and testing for accessibility in ICT products / services developed and sold by our organization and are developing plans that include dates for bringing inaccessible ICT into compliance.

3 We perform accessibility testing on all products / serviced developed and sold by our organization, and have plans in place that include dates for bringing inaccessible ICT into compliance.

4b. Providing alternate means of access until the ICT is accessible.

0 We do not have plans for providing alternate means of access for our organization's ICT offerings.

1 We are developing plans for providing alternate means of access for our organization's ICT offerings.

2 We are implementing methods providing alternate means of access for our organization's ICT offerings.

3 We have fully implemented a repeatable process for providing alternate means for our organization's ICT offerings.

4c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects

1 We are developing a corrective actions process for handling accessibility technical issues and defects

2 We are implementing a corrective actions process for handling accessibility technical issues and defects

3 We have fully implemented an integrated corrective actions process for handling accessibility technical issues and defects.

4d. Maintaining records of identified inaccessible ICT, corrective action, and tracking.

1 We plan to develop a record keeping system for tracking the accessibility status of current and future products / services.

1 We plan to develop a record keeping process for corrective action tracking and handling of accessibility related issues / defects.

2 We have a record keeping system for tracking the accessibility status of current and future products / services.

2 We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects.

3 We have a record keeping system for tracking the accessibility status of current and future products / services and use this system to improve the accessibility of our offerings.

3 We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects and use this system to improve the accessibility of our offerings.

4e. Maintaining records of identified inaccessible ICT, corrective action, and tracking. (Reseller or Distributor only)

1 We have a plan to develop a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.

2 We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.

3 We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization, and use this system to improve the accessibility of our offerings.

Section 4 Comments (Provide any comments or additional information on this section here.)

5. Ensure the availability of relevant ICT accessibility skills within (or to) the organization.

0 We do not have plans in place to define, identify existing, or acquire ICT accessibility skills. **(If selected, skip to next section or provide comments at the end of this section.)**

5a. Defining skills/job descriptions.

1 We have defined general skills and knowledge needs for ICT accessibility.

2 We have identified the fields of practice that require at least some level of accessibility knowledge and/or skills (examples include, but are not limited to: product manager, project manager, product/system designer, application architect, application developer, quality assurance tester, and /or training/instructional designer.)

3 We have mapped key accessibility skills and knowledge needs to specific fields of practice.

5b. Identifying existing resources that match up and address gaps.

2 We have performed a gap analysis correlating accessibility skills and knowledge and current resources.

3 We have organized the gaps in order of priority.

5c. Managing progress in acquiring skills and allocating qualified resources.

1 We have a high level management plan in place to acquire accessibility skills and/or allocate those resources.

1 We have developed a training plan for in-house resources and identified external resources for training and/or augmentation.

2 We have developed a process to track resource training and augmentation.

3 All resources have the appropriate skills and continuous monitoring and improvement systems are in place.

Section 5 Comments (Provide any comments or additional information on this section here.)

6. Make information regarding ICT accessibility policy, plans, and progress available to customers.

0 We do not have a plan to make our accessibility policy or other accessibility information publically available. **(If selected, skip to next section or provide comments at the end of this section.)**

6a. ICT Accessibility policy and VPAT documentation availability

1 Our ICT accessibility policy is publicly available.

1 Our accessibility policy and documentation (VPATs, etc.) for <u>some</u> products is publicly available or available upon request.

2 Our accessibility policy and documentation (VPATs, etc.) for <u>all released</u> products is complete and publicly available or available upon request.

6b. Availability of other accessibility documentation beyond policy and VPATs

2 We are beginning to make other accessibility technical information available such as how accessibility testing is performed.

3 We make accessibility information available beyond policy and VPAT information including information on how accessibility testing is performed and other information that demonstrates our organization's capability to produce accessible products / services.

6c. ICT Accessibility policy and documentation availability

2 We are implementing an accessibility support program within our organization to address questions related to our accessibility documentation.

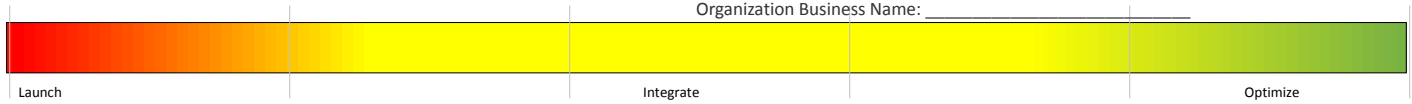
3 We have a fully implemented accessibility support program within our organization to provide requested documentation and address questions related to the accessibility of our products / services.

Section 6 Comments (Provide any comments or additional information on this section here.)

Results

Organization Business Name:	
Total Points	**0**
Percent Complete	**0%**

Organization Business Name: _____



Vendor ICT Accessibility Policy Assessment

This Information and Communications Technology (ICT) accessibility assessment is for vendor organizations to describe how they are currently implementing accessibility policy and practices within their organizations.
Please complete this form by checking a box for each topic that most closely match the current state of your organization. A completed example is available using the "Example" tab of the worksheet. This assessment is not a substitute for other requested accessibility information such as VPATs. All questions, inquiries, etc. should only be directed to Carrie Cooper: Phone: 512-936-2353 Fax: 512-936-6896 Email: carrie.cooper@dir.texas.gov

Organization information

Organization Business Name: Company X
Organization Business Address: 1111 State Blvd. Anytown, TX 78701
Point of Contact Information: Name John Doe Telephone: (555) 555-5555 Email: myemail@vendor.com
Date of assessment completion: 1/1/15

My organization is a (choose one or more if applicable)

- ☐ **Manufacturer: My organization develops and sells its own ICT products / services**
- ☐ Service Provider: My organization sells IT development services
- ☐ Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
- ☐ Reseller or Distributor-: Does not develop or have its own products, but offers COTS 3rd party products

For each criteria statement, please enter the number corresponding to your response in the shaded areas of the "Response" column for the status statement in each grouping that is most relevant to your organization today.

Responses	
	1. Develop, implement, and maintain an ICT accessibility policy.
	0 My organization has no plan to have an ICT accessibility policy. **(If selected, skip to next section or provide comments at the end of this section)**
2	**1a. Having an ICT accessibility policy.**
	1 My organization is developing an ICT accessibility policy.
	2 My organization is finalizing an ICT accessibility policy.
	3 My organization has approved an ICT accessibility policy.
1	**1b. Having appropriate plans in place to implement and maintain the policy.**
	1 My organization is developing plans to implement our ICT accessibility policy and ensure that it is maintained.
	2 My organization has completed planning for initial implementation and maintenance of our accessibility policy.
	3 My organization has approved plans for accessibility policy implementation and maintenance.
1	**1c. Establishing metrics and tracking progress towards achieving compliance to the policy.**
	1 My organization is identifying metrics that can be used to gauge policy compliance.
	2 My organization is collecting metrics and has begun designing progress reporting based on them.
	3 My organization is tracking progress on policy adoption and continues to refine the metrics.
	Section 1 Comments (Provide any comments or additional information on this section here.)
	2. Establish and maintain an organizational structure that enables and facilitates progress in ICT accessibility.
	0 My organization has no plan to develop a governance system to support ICT accessibility. **(If selected, skip to next section or provide comments at the end of this section)**
1	**2a. Developing an organization wide governance system.**
	1 My organization is investigating opportunities to improve organization wide governance for ICT accessibility.
	2 My organization is finalizing plans that will result in an organization wide governance system.
	3 My organization has approved plans for an organization wide governance system.
2	**2b. Designating one or more individuals responsible for implementation.**
	2 My organization has identified key individuals in the implementation process.
	3 My organization has assigned implementation duties and responsibilities to appropriate individuals.
	2c. Implementing reporting/decision mechanism and maintain records.
1	**1** My organization is developing tools and procedures for tracking ICT accessibility issues.
	2 My organization is tracking and keeping records of ICT accessibility reporting and decisions.
	3 My organization uses reports to make organizational changes to improve ICT accessibility.

Example

Section 2 Comments (Provide any comments or additional information on this section here.)

Example

3. Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.

Manufacturers: Address processes that pertain to your development of ICT products.
Service providers: Address processes that pertain to your development of ICT services.
Integrators: Address processes that pertain to your ICT integration services and solutions.
Vendor/Reseller: Address processes that pertain to your product offerings.

0 My organization has no plan to integrate accessibility criteria into key business processes. **(If selected, skip to next section or provide comments at the end of this section.)**

1 **3a. Identifying candidate processes for criteria integration.**

1 My organization has a plan to identify and evaluate its key business processes for accessibility gaps.
2 My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.
3 My organization has approved plans to integrate accessibility criteria into these processes.

1 **3b. Implementing process changes.**

1 My organization has begun modifying its key business processes to integrate accessibility criteria.
2 My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.
3 My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.

3c. Integrate fully into all key processes.

2 My organization has fully integrated accessibility criteria into all of its key business processes and is using these processes to improve the accessibility of its product / service offerings.
3 My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.

Section 3 Comments (Provide any comments or additional information on this section here.)

4. Provide processes for addressing inaccessible ICT.

Manufacturers: Address processes that pertain to your development of ICT products in 4a, 4b, 4c, and 4d.
Service providers: Address processes that pertain to your development of ICT services in 4a, 4b, 4c, and 4d.
Integrators: Address processes that pertain to your ICT integration services and solutions in 4a, 4b, 4c, and 4d.
Vendor/Reseller: Address processes that pertain to your product offerings in 4e.

0 We do not have plans to provide processes for bringing ICT developed and sold by our organization into accessibility compliance. **(If selected, skip to next section or provide comments at the end of this section.)**

2 **4a. Creating plans that include dates for compliance of inaccessible ICT.**

1 We are developing plans to identify and test ICT developed and sold by our organization.
2 We have begun identifying and testing for accessibility in ICT products / services developed and sold by our organization and are developing plans that include dates for bringing inaccessible ICT into compliance.
3 We perform accessibility testing on all products / serviced developed and sold by our organization, and have plans in place that include dates for bringing inaccessible ICT into compliance.

2 **4b. Providing alternate means of access until the ICT is accessible.**

0 We do not have plans for providing alternate means of access for our organization's ICT offerings.
1 We are developing plans for providing alternate means of access for our organization's ICT offerings.
2 We are implementing methods providing alternate means of access for our organization's ICT offerings.
3 We have fully implemented a repeatable process for providing alternate means for our organization's ICT offerings.

2 **4c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects**

1 We are developing a corrective actions process for handling accessibility technical issues and defects
2 We are implementing a corrective actions process for handling accessibility technical issues and defects
3 We have fully implemented an integrated corrective actions process for handling accessibility technical issues and defects.

1 **4d. Maintaining records of identified inaccessible ICT, corrective action, and tracking.**

1 We plan to develop a record keeping system for tracking the accessibility status of current and future products / services.
1 We plan to develop a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
2 We have a record keeping system for tracking the accessibility status of current and future products / services.
2 We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
3 We have a record keeping system for tracking the accessibility status of current and future products / services and use this system to improve the accessibility of our offerings.
3 We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects and use this system to improve the accessibility of our offerings.

4e. Maintaining records of identified inaccessible ICT, corrective action, and tracking. (Catalogue Vendor/Reseller only)

1 We have a plan to develop a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.
2 We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.
3 We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization, and use this system to improve the accessibility of our offerings.

Section 4 Comments (Provide any comments or additional information on this section here.)

Example

5. Ensure the availability of relevant ICT accessibility skills within (or to) the organization.

0 — **0** We do not have plans in place to define, identify existing, or acquire ICT accessibility skills. **(If selected, skip to next section or provide comments at the end of this section.)**

5a. Defining skills/job descriptions.

1 We have defined general skills and knowledge needs for ICT accessibility.

2 We have identified the fields of practice that require at least some level of accessibility knowledge and/or skills (examples include, but are not limited to: product manager, project manager, product/system designer, application architect, application developer, quality assurance tester, and /or training/instructional designer.)

3 We have mapped key accessibility skills and knowledge needs to specific fields of practice.

5b. Identifying existing resources that match up and address gaps.

2 We have performed a gap analysis correlating accessibility skills and knowledge and current resources.

3 We have organized the gaps in order of priority.

5c. Managing progress in acquiring skills and allocating qualified resources.

1 We have a high level management plan in place to acquire accessibility skills and/or allocate those resources.

1 We have developed a training plan for in-house resources and identified external resources for training and/or augmentation.

2 We have developed a process to track resource training and augmentation.

3 All resources have the appropriate skills and continuous monitoring and improvement systems are in place.

Section 5 Comments (Provide any comments or additional information on this section here.)

6. Make information regarding ICT accessibility policy, plans, and progress available to customers.

0 We do not have a plan to make our accessibility policy or other accessibility information publically available. **(If selected, skip to next section or provide comments at the end of this section.)**

1 — **6a. ICT Accessibility policy and VPAT documentation availability**

1 Our ICT accessibility policy is publicly available.

1 Our accessibility policy and documentation (VPATs, etc.) for <u>some</u> products is publicly available or available upon request.

2 Our accessibility policy and documentation (VPATs, etc.) for <u>all released</u> products is complete and publicly available or available upon request.

6b. Availability of other accessibility documentation beyond policy and VPATs

2 We are beginning to make other accessibility technical information available such as how accessibility testing is performed.

3 We make accessibility information available beyond policy and VPAT information including information on how accessibility testing is performed and other information that demonstrates our organization's capability to produce accessible product / services.

6c. ICT Accessibility policy and documentation availability

2 We are implementing an accessibility support program within our organization to address questions related to our accessibility documentation.

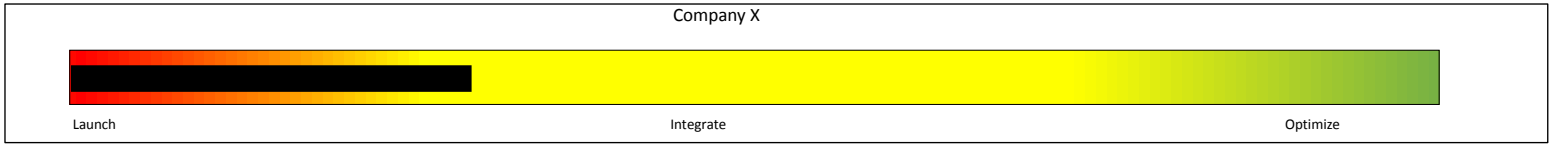
3 We have a fully implemented accessibility support program within our organization to provide requested documentation and address questions related to the accessibility of our products.

Section 6 Comments (Provide any comments or additional information on this section here.)

Example

Results

Organization Business Name:	
Total Points	**18**
Percent Complete	**30%**



Example

Department of Information Resources

Software, including Software as a Service, Products and Related Services

Bid Package 7

Software as a Service Questionnaire

Request for Offer DIR-TSO-TMP-225

Note: Complete a Questionnaire for each proposed Software as a Service (SaaS) solution product family.

SaaS Solution: _____

Technical/Functional Response

TECHNICAL - Basic Requirements

Explain how your company provides these basic requirements:

1. Data hosted off site is accessible 99.5% including all planned and unplanned downtime. Planned downtime must be coordinated.

2. All data is backed up every 24 hours at Vendor's site. Backup information will be stored in a different location from the computer center where the hosting servers are located. If restoration of data is required, can the Vendor upon notification restore the data within one business day?

3. The Customer is involved in and informed of any operational changes made that affect access to the data. That includes but is not limited to:
   - Migration, upgrades or other changes to the server that require downtime or a server reboot must be coordinated at least 10 working days in advance. Security patches and other emergency requirements can be coordinated with less notice but a designated Customer representative must be contacted prior to rebooting the server.
   - A designated Customer representative must be notified within 30 minutes of an unplanned outage and must be given an estimated recovery time or hourly status updates until the recovery time is known.
   - Is there a Customized error page (other than the standard page cannot be found 404 error) during outages (planned or otherwise)? Is prior notice included on the page to visitors of planned outages?

4. Can Customer data under the protection of the Vendor (under its care, custody and control) be returned to the Customer upon notice, with the data/ metadata transferred in Comma Separated Value (CSV) file format that can be recovered for use within an Oracle or SQL database environment?

5. Is the SaaS Solution available and accessible to all users 24 hours a day, 7 days a week, except for prescheduled maintenance periods?

6. Data protection controls comply with the requirements of Texas Administrative Code § 202, Information Security. Customers have the capability to ensure compliance through audit of the environment.

Response Codes: Provided, Modified, or Not Provided.

Provided	The requirement is satisfied by the SaaS solution proposed with no modification to the source code. The requirement is met either "out-of-the box" or through configuration of the application. Yes
Modified	A modification to the SaaS solution is required to satisfy this requirement.
Not Provided	The SaaS solution will not satisfy the requirement.

Detailed Technical Requirements

Respond with detailed answers where indicated. Otherwise provide the appropriate response of **Provided, Modified** or **Not Provided as defined above**.

	Technical Requirements:	Response Code
	Security	
1.	For a hosted environment, fully describe the physical security. (Detailed response)	
2.	Describe assurance of security from (1) the SaaS software and (2) personnel aspects. (Detailed response)	
3.	How will the vendor respond if a security breach is identified, whether caused by a vulnerability in the application code, in the hosted environment, or otherwise? (Detailed response)	
4.	Describe how the software addresses security issues, including personnel, access rights, encryptions/SSL, firewall and protocol conflicts, database security, and conflicts with standard OS. (Detailed response)	
5.	Explain the software's quarantine functions and /or strategy, including how files and attachments are scanned for viruses. (Detailed response)	
6.	Explain whether the software was developed by a third party and if yes, whether the third party is contractually obligated to maintain security controls. (Detailed response)	
7.	Explain whether the software has been assessed for security by an objective third party. If yes, please provide the results. (Detailed response)	

8.	The software has the ability for multiple concurrent users to access the system.	
9.	The software is scalable to handle increased loads.	
10.	The software inherently has health performance tools.	
11.	The software has the ability to detect and recover from file integrity issues (e.g., data corruption).	
12.	The software has protection in place to prevent users from changing application code or data without proper authorization.	
13.	Vendor warrants that all provided software does not contain any known viruses, or undocumented security codes that could prevent effective and secure use of the software.	
14.	Network security audits are conducted annually or more frequently.	
Hosted Implementation		
1.	All data center employees and subcontractors are subjected to background checks.	
2.	A data backup and recovery system is in place.	
3.	A disaster recovery plan is in place. (Detailed response)	
4.	Customer data can be exported to SQL or Oracle from your system upon termination of the contract. (Detailed response)	
5.	The software is able to work through web proxy.	
6.	The data center, including data backup storage, is located in the Continental US.	

7.	The data center, including data backup storage, is located in the State of Texas.	
8.	The personnel accessing customer data, including data backup storage, are located in the Continental US / Texas. (Detailed response)	
9.	The personnel accessing customer data, including data backup storage, are located outside the Continental US.	
10.	Describe the software's multi-tenant architecture as it relates to performance monitoring, scalability and hardware provisioning to maintain effective separation of customer data and application. (Detailed response)	

General Technical		
1.	All network ports and protocols utilized by the software are documented and will be provided to Customer.	
2.	The vendor provides remote customer support through telephone, email, and the web.	
3.	The system complies with the ANSI 1989 standards for SQL (e.g., support transaction logging with commit, rollback, and roll forward facilities for restores, referential integrity and table driven coding structures).	
4.	All software is free of date related defects (e.g., four digit years).	
5.	System data is accessible 24/7.	
6.	Describe Service Level Agreement (SLA) for resolving customer reported defects (e.g. high, medium and low severities). (Detailed response)	

Technical Architecture

Using the questions and tables in this form, please indicate the technical requirements for implementing your SaaS solution. Where the tables request recommended configurations, specify hardware capable of supporting performance and scalability requirements identified elsewhere in this RFO.

1. Please complete the following table to specify the minimum and recommended workstation configuration required to run your client software.

Workstation	Minimum	Recommended
Operating system(s) with version number		
Hard drive free space		
RAM		
Processor and speed		
Monitor size		
LAN speed		
Other software with version number (e.g., plug-in, etc.) – please list		

2. What browsers are supported?

Browser	Supported
Microsoft Internet Explorer (current and prior versions)	
FoxPro (current and prior versions)	
Google Chrome (current and prior versions)	
Opera (current and prior versions)	
Safari (current and prior versions)	

Addendum # 1

This Addendum # 1 to Request for Offer DIR-TSO-TMP-225:

1. Defines manufacturer product exclusions to include CA. Bid Package 1 – Section 1.2.7.
2. Replaces "Managed Print Services" with "Managed Services". Bid Package 1 – Section 1.2.8 Additional Information.
3. Replaces hyperlinks to prior DIR Website location with current DIR Website location. Bid Package 1 – Section 1.2.1.
4. Replaces hyperlinks to prior DIR Website location with current DIR Website location. Bid Package 1 – Section 1.2.2.
5. Replaces hyperlinks to prior DIR Website location with current DIR Website location. Bid Package 1 – Section 3.4.3.
6. Replaces hyperlinks to prior DIR Website location with current DIR Website location and deletes inadvertent ")". Bid Package 1 – Section 3.5.1.
7. Replaces hyperlinks to prior DIR Website location with current DIR Website location. Bid Package 1 – Section 4.6.
8. Replaces "FoxPro" with "Firefox". Bid Package 7 – Software Questionnaire, Technical Architecture Question 2.
9. Provides copies of the March 11, 2015 Vendor Pre-Bid Conference Power Point presentation slides.
10. Provides copies of the March 11, 2015 Vendor Pre-Bid Conference Sign-In sheets.
11. Provides copies of the March 11, 2015 Vendor Pre-Bid Conference Webinar Sign-In sheets.

1. Bid Package 1, Request For Offer, Section 1.2.7 Exclusions is hereby amended to add CA:

1.2.7 **<u>Exclusions</u>**

The following software publishers which would be within the scope of this RFO, are excluded due to direct contracts with those manufacturers:

CA
Cisco
IBM
Microsoft
Adobe
Apple
Dell
HP
Lenovo
Oracle
Panasonic

In the event that DIR identifies other Publishers to be excluded, the Publisher names will be included in a future addendum. Vendors should submit a written request should they have questions about a specific publisher on a current DIR

contract. Please see Section 1.2.8 below for more information on how to reply to this RFO if you already have an existing Vendor Contract.

In addition, this RFO DIR-TSO-TMP-225 for Software, including Software as a Service (Saas), Products and Related Services <u>does not</u> include the following:

- **Cloud Infrastructure as a Service (IaaS).** The capability to provide a consumer (DIR Customer) processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).

- **Cloud Platform as a Service (PaaS).** The capability to provide to the consumer (DIR Customer) the ability to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider.

- **Cloud Broker.** A cloud broker is an entity that manages the use, performance and delivery of cloud services, and negotiates relationships between cloud providers and cloud consumers. A cloud broker acts as the intermediary between consumer and provider and will help consumers through the complexity of cloud service offerings and may also create value-added cloud services.

- **Cloud Assessment.** The purpose of cloud assessment is to assist an organization in establishing a strategy and roadmap for moving applications to the cloud. Assessments enable the customer to identify candidates for cloud services, identify risks and benefits based on a set of criteria such as operational readiness, security, application characteristics, complexity, cost, etc. The cloud assessment may be provided as a service, as a tool to be used by the customer or a combination.

2. Bid Package 1, Request For Offer, Section 1.2.8 Additional Information, is hereby amended by deleting the phrase “Managed Print Services” and replacing it with “Managed Services” as follows:

1.2.8 **<u>Additional Information</u>**

Vendors with current Managed Services contracts and Vendors that are interested in responding to any Managed Services RFO in the near term, are encouraged to respond to this Software and SaaS RFO with any non-excluded Software or SaaS products they may offer. DIR may exclude Software and SaaS products from any future Managed Services RFO and this may be a Vendor’s only opportunity to respond to a DIR RFO with their Software and SaaS products.

3. Bid Package 1, Request For Offer, Section 1.2.1 is hereby amended by replacing http://www2.dir.state.tx.us/ict/Pages/contracts.aspx hyperlink to prior DIR Website location with the current DIR Website location as follows:

1.2.1 Information Technology Acquisition

http://dir.texas.gov/View-About-DIR/Pages/Content.aspx?id=41

4. Bid Package 1, Request For Offer, Section 1.2.2 is hereby amended by replacing http://www2.dir.state.tx.us/ict/resources/Pages/itcommoditypurchasingforstateagencies.aspx hyperlink with the current DIR Website location as follows:

1.2.2 Texas Government Code, Section 2157.068

http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=25

5. Bid Package 1, Request For Offer, Section 3.4.3 is hereby amended by replacing http://www.window.state.tx.us/procurement//cmbl/hubonly.html hyperlink with the current DIR Website location as follows:

3.4.3 HUB Resources Available

https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp

6. Bid Package 1, Request For Offer, Section 3.5.1(3) is hereby amended to read as follows:

3.5.1 Authorized Vendors

3) Dealer or reseller who will sell directly to Customers through a Co-op Contract. Vendors responding to this RFO must supply a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products to the agencies and political subdivisions of the State, and may sell such products under the terms and conditions of the DIR Contract, in support of Vendor's proposal to state agencies, higher education, K-12 independent school districts, local governments and entities of other states that have entered into Interlocal agreements utilizing DIR's Cooperative Contracts. See DIR Web page for a complete list of Customers outside of Texas: http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=2.

Hand-signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter may result in elimination of the related product**

from the solicitation process.

7. Bid Package 1, Request For Offer, Section 4.6 is hereby amended by replacing http://www2.dir.state.tx.us/sitepolicies/pages/Vendorprotest.aspx hyperlink with the current DIR Website location as follows:

4.6. Vendor Protest Procedures

http://dir.texas.gov/View-Information-For-Vendors/Pages/Content.aspx?id=21

8. Bid Package 7, Software as a Service Questionnaire, is hereby amended by replacing Technical Architecture question 2 as follows:

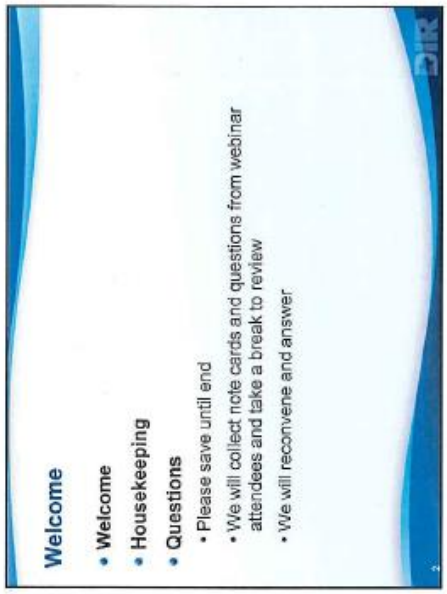
2. What browsers are supported?

Browser	Supported
Microsoft Internet Explorer (current and prior versions)	
Firefox (current and prior versions)	
Google Chrome (current and prior versions)	
Opera (current and prior versions)	
Safari (current and prior versions)	

9. Below are copies of the March 11, 2015 Vendor Pre-Bid Conference Power Point presentation slides:

Addendum # 1

Department of Information Resources
Software, including Software as a Service, Products and Related Services
Request for Offer
DIR-TSO-TMP-225
Vendor Conference
Pre-Bid Conference
March 11, 2015
2:00 P.M. (CT)


Welcome
• Welcome
• Housekeeping
• Questions
• Please save until end
• We will collect note cards and questions from webinar attendees and take a break to review
• We will reconvene and answer

DIR Conference Speakers
Denny Ross
Manager
Procurement Services
Technology Sourcing Office
Mario Gutierrez
Contract Manager
Contract and Vendor Management, Technology Sourcing Office
Jeff Kline
DIR Accessibility Coordinator
Technology, Policy and Planning
DIR HUB Department
HUB Department, Technology Sourcing Office
DIR Web Host
Tequila Jackson, Technology Sourcing Office

Webinar
Search
Auto
Audio Mode:
Use Telephone
Use Mic & Speakers
MUTED
Audio Setup
Talking: Suzie Smith
Questions
Questions Log

Addendum # 1

Agenda

- Welcome / Introduction of Speakers
- Welcome Webinar Attendees
- Agenda
- Written Questions and Answers
- General Information
- RFO Timeline
- HUB Subcontracting Plan
- Policy Driven Adoption for Accessibility (PDAA)
- RFO Overview
- Bid Packages
- Break
- Questions and Answers
- Conference Closing

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Written Questions and Official Answers

Vendor and Conference participants are encouraged to submit all questions regarding this RFO by e-mail or in writing to the Point of Contact listed in Section 3.1 as stated in the RFO. Although DIR may provide tentative responses to questions submitted during the conference, responses are not official until they are posted as an addendum to this RFO, requisition number DIR-SDD-TMP-225, on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/. Questions will be accepted until **2:00 pm CT on March 13, 2015.**

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General Information

- **Point of Contact for all inquiries regarding this RFO**
  - All communications regarding the RFO must be addressed in writing to

Carrie Cooper
Dept. of Information Resources
300 W. 15th St., Ste. 1300
Austin, TX 78701
Phone: 512-936-2353
Fax: 512-936-6896
Email: carrie.cooper@dir.texas.gov

- **Refer to RFO Section 3.1 regarding observance of this requirement.**

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General Information ..... *continued*

- **Disqualification of Offers**
  - Failure to sign Executed Offer Form
  - Failure to complete Financial Information
  - Failure to complete a Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
  - Must submit on or before due date and time
- **Contact with DIR Personnel**
  - Vendors and all vendor representatives shall not attempt to discuss the contents of this RFO with any employees or representatives of DIR other than designated contacts. Failure to observe this restriction may result in disqualification of any related Response.

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Addendum # 1

General Information ..... *continued*

- **Packaging of Offers**
  - Care must be taken to provide offers as outlined in Section 3.7 (Response Format and Contents)
  - NOTE: DIR is now requiring additional copies to be provided on thumb drives instead of paper. Each drive must be labeled per requirements.

9

HUB Subcontracting Plan

- **DIR encourages all respondents to seek Historically Underutilized Business (HUB) subcontractors and maximize HUB participation in their bids.**
  - Responses submitted without a HUB Subcontracting Plan (HSP), will be disqualified
  - All respondents, HUBs and Non-HUBs, are required to submit a completed HSP
  - The HSP form includes specific instructions for meeting the Good Faith Effort requirements
  - Refer to your provided HUB Subcontracting Plan Checklist (provided in Bid Package 1, Appendix C of the RFO).
  - You may contact DIR's HUB Department for assistance in completing the HSP

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RFO Schedule

Addendum # 1 Extended the Due Dates for Responses and References

Date/Time		Activity
February 27, 2015		Publish RFO on Electronic State Business Daily (ESBD)
March 11, 2015	2:00 p.m. (CT)	Vendor Conference (optional)
March 13, 2015	**2:00 p.m. (CT)**	**Deadline for submitting questions**
March 18, 2015	2:00 p.m. (CT)	Estimated date for answering questions
April 2, 2015	**2:00 p.m. (CT)**	**Deadline for submitting Responses to RFO**
April 2, 2015	**2:00 p.m. (CT)**	**Deadline for DIR to receive vendor references**
April 2, 2015		Evaluations Commence
		Evaluations Continue and Awards

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HUB Subcontracting Plan *(continued)*

- **If you are subcontracting, notification of subcontracting opportunity must be performed.**
  - Provide written notification of subcontracting opportunity listed to at least three State of Texas HUBs
  - Provide written notification of subcontracting opportunity to a minority or women's trade organization or development center
  - Allow no less than seven (7) working days from their receipt of notice for HUBs to respond (keep delivery receipt emails).
  - **Note:** Attach supporting documentation (letters, fax transmittals, email, etc.) demonstrating evidence of the good faith effort performed

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HUB Subcontracting Plan *(continued)*

- **If not subcontracting, your response must contain an explanation demonstrating HOW your company will fulfill the entire contract with its own resources**
  - Self-Performance Justification
- **Alternative to the Good Faith Effort**
  - State of Texas Mentor Protégé Program
    - Protégé must be a State of Texas HUB
    - Approval process is no less than two weeks
    - Contact DIR's HUB Department dir.hub@dir.texas.gov

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HUB Contact

- **You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) at any time during the solicitation.**

Lisa Maldonado 512-463-5662	or	Lynn Sanchez 512-463-9813

Dept. of Information Resources Email: dir.hub@dir.texas.gov
300 W. 15th St., Suite 1300
Austin, TX 78701

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Voluntary Product Accessibility Template (VPAT)

What is a VPAT?

- A standardized template used in the industry to document product accessibility conformance to U.S. Section 508
- A vendor-generated, product-specific document using the VPAT template that provides relevant and specific information about compliance with Section 508 Standards
- Helps procurement and contracting officials make preliminary assessments of the degree of accessibility compliance in a vendor's EIR
- Allows procurement staff and others to evaluate accessibility compliance consistently across multiple vendors

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VPAT *(continued)*

The VPAT Form

- VPAT documents are formal statement of compliance by your organization.
- VPATs should be filled out by an individual that has knowledge of the product accessibility.
- VPAT claims should be backed by an audit trail.
- VPAT claims should be based on the demonstrable accessibility of a product. (i.e. accessibility testing)
- Based on contract language, inaccurate claims of compliance may result in penalties or award invalidation.

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Addendum # 1

What is Policy Driven Adoption for Accessibility (PDAA)

- **The integration of IT accessibility governance into organization policies that enables organizations them to drive themselves to improve accessibility adoption.**
- **A tool that vendors can use to**
  - Guide the integration of accessibility criteria into an organization's business, processes, and culture.
  - Demonstrate the extent to which their organization has implemented accessibility best practices within operations.

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Why is DIR requesting information on vendor accessibility policy?

- Texas agencies and institutions of higher education are required to procure or develop accessible offerings. Gaps in vendor internal governance systems and leadership commitment inhibit the ability to meet these standards for their products / services.
  - Making vendor's IT offerings accessible to people with disabilities requires commitment in many areas of an organization. PDAA data helps DIR better understand the commitment and progress by vendors in making their offerings accessible.
- **Accessibility policy maturity provides insight into vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings, which can increase the confidence in accuracy of vendor's accessibility documentation.**
  - A mature accessibility policy implementation signals that a vendor is fully aware of the implications of accessibility requirements and is prepared to resolve any issues in a timely manner.

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How will this information be used?

- The completed form will establish a **baseline for where a vendor stands with regard to its accessibility policy.**
  - The baseline illustrates the depth and maturity of the vendor's support for accessibility policy and practices as illustrated via the PDAA Maturity Model.
- **The questionnaire may also be included in future solicitations so that progress can be assessed.**
- **Vendors can use the results as a roadmap for implementing their organization-wide ICT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible offerings.**

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PDAA Maturity Model

Core Criteria Components	Launch	Integrate	Optimize
1. Develop, implement and maintain an ICT accessibility policy.	Have an ICT accessibility policy.	Have appropriate plans in place to implement and maintain the policy.	Establish metrics and track progress towards achieving compliance to the policy.
2. Establish and maintain an organizational structure that establishes and tracks progress in ICT accessibility.	Develop an organization wide governance system.	Designate of one or more individual responsible for implementation.	Implement reporting decision mechanisms and maintain records.
3. Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.	Identify and have consistent criteria integrated.	Implement process changes.	Integrate fully into all key processes.
4. Provide processes for addressing inaccessible ICT.	Create plans that include dates for compliance of inaccessible ICT.	Provide alternate means of access until the ICT is accessible; implement corrective actions for handling accessibility technical issues and defects.	Maintain records of identified inaccessible ICT, corrective actions, and tracking.
5. Assure the availability of relevant ICT accessibility skills within (or to) the organization.	Define KPI/Gaps/deadlines.	Identify existing resources that match up and address gaps.	Manage progress in assuring skills and allocating qualified resources.
6. Make information regarding ICT accessibility policy, plans, and progress available to customers.	Make launch level information available.	Make Integrate level information available.	Make Optimize level information available.

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Addendum # 1

PDAA Maturity Model
Vendor Self Assessment Form and FAQs

Package 6 of RFO DIR-TSO-TMP-225: PDAA Questionnaire form to be completed and submitted as part of vendor response.

http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=116041

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RFO Overview

- **Section 1.1 - Purpose**
- The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Software, including Software as a Service (SaaS), Products and Related Services to the State of Texas, acting by and through the Department of Information Resources (DIR). This procurement does not include Cloud Infrastructure as a Service (IaaS), Cloud Platform as a Service (PaaS), Cloud Broker, or Cloud Assessment.
- As part of DIR's initiatives to identify strategic sourcing opportunities, DIR reserves the right to make a single award or multiple awards as determined by DIR to achieve the highest overall value to the state.
- This RFO will result in master contract(s) for use by eligible customers who will determine the scope of work based on their business needs. This RFO is not for a specific project.

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Additional information on PDAA

- DIR Electronic and Information Resources (EIR) Accessibility Website
  - http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=38

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RFO Overview

- **Section 1.2.4 – Cost Recovery**
- The administrative fee for purposes of this RFO is .75%. For example, the administrative fee for sales totaling $100,000 shall be $750.00.
- **Section 1.2.8 – Additional Information**
- DIR is looking to consolidate all existing DIR Software and SaaS product contracts under this one RFO and any Vendors with current DIR contracts for Software or SaaS products that are not awarded a new contract under this RFO, are subject to not having the renewal options on their current DIR contracts exercised.
- Vendors with current Managed Print Services (MPS) contracts and Vendors that responded to previous MPS RFOs, are encouraged to respond to this RFO with any non-excluded Software and SaaS products they may offer. DIR may exclude Software and SaaS products from MPS RFOs and contracts and this RFO may be a Vendor's only opportunity to respond to a DIR RFO with their Software and SaaS products.

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Addendum # 1

RFO Overview

- **Section 2.1 – Products**
  - DIR intends to contract to provide Software, including Software as a Service (SaaS), Products and Related Services. Customers will be allowed to utilize the Products and Related Services and the Software awarded in a contract either individually or in any combination thereof.
  - Vendors are encouraged to propose Software as a Service such as a hosted software product. This RFO is not for hardware products. Software sold with or loaded on an appliance is considered outside the scope of this RFO and will not be accepted.
  - Software as a Service means software that is owned, delivered and managed remotely by one or more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics. The Customer does not manage or control the underlying cloud infrastructure, including network servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

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SaaS Products – Bid Package 7 Questionnaire

Vendors responding to this RFO with a SaaS product, must complete the Questionnaire posted with the RFO as Bid Package 7. Failure to respond as instructed may result in Vendor's SaaS offering being disqualified from evaluation. The sections of the Questionnaire are as follows:

- Basic
- Security
- Hosted Implementation
- General Technical
- Technical Architecture

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RFO Overview

- **Section 2.3 – Form of Contract**
  - Item 16 in Appendix A of the RFO allows Vendors to note any exceptions they take to Accessibility Requirements, the contract and the standard terms and conditions
  - NOTE: The number and significance of exceptions requested may negatively impact the Vendor's overall evaluation score
  - Acceptance of standard terms and conditions is fifteen (15) percent of the total evaluation score
  - Exceptions may also be considered when prioritizing contract negotiations
- **Section 1.2.7 Exclusions** – The following software publishers are excluded due to direct contracts with those manufacturers/publishers: Cisco, IBM, Microsoft, Adobe, Apple, Dell, Hewlett-Packard, Lenovo, Oracle and Panasonic.
- **Section 3.5.1 Authorized Vendors - 3) Manufacturer/Publisher Letters**
  - Authorized Manufacturer/Publisher Letters must be submitted WITH Vendor's proposal on manufacturer's letterhead, signed and granting Vendor certification as a Reseller.

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RFO Overview
References – RFO Section 3.7.4/Bid Package 5

- Vendor must complete the top half of the form.
- The vendor must provide the vendor reference questionnaire directly to three companies/government agencies, *excluding DIR*.
- The Vendor Reference must complete the remainder of the form as required and return the form directly to DIR via email per instructions.
- Forms submitted directly by the Vendor to DIR will receive a score of zero.
- References should rate products/services that are were provided within the past two years.
- **References due to DIR on April 2, 2015 at 2:00 p.m. (CT)**

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Addendum # 1

RFO Overview - Evaluation Criteria

- Financial Review – Pass/Fail
  - The financial review requires the submission of a DUNs number.
  - Failure to provide this information will result in your response being disqualified.
  - The financial review is a pass/fail determination that is final.
  - Only proposals which pass the financial review will continue to the evaluation phase.
- **Section 4.2 Evaluation Criteria:**
  The criteria and weight to be used in determining the best value for the State are as follows:

50%	Pricing
20%	Vendor's plan for supporting the Contract and Vendor's history (Appendices A & B) and experience in providing the product(s) and services
15%	Acceptance of standard contract terms and conditions (refer to Section 2.3)
10%	Vendor's Customer references (Bid Package 5)
5%	Quality and thoroughness of proposal documents

RFO Overview

- **Appendix A of the RFO**
  - Detailed history of your company
  - Questions 10-14 request sales information for "products/services **requested in this RFO**"
    - IF you do not provide this information for whatever reason, it may negatively impact your score. Do not assume that we know ANYTHING about your organization. Your evaluation score may be given by someone that is not familiar with you and your submission is the only way that they can evaluate your company.
- **Appendix B of the RFO**
  - Opportunity for you to show **how** your company is capable of marketing and supporting any contract resulting from this RFO.

Bid Packages

- **Bid Package 2 – Pricing Sheet**
  - Vendor must notify DIR of any changes to MSRP to request and receive approval prior to making any changes to MSRP. Your website must post MSRP and you must advise DIR of where the official manufacturer MSRP is posted/located.
- **Bid Package 3 - Sample Contract**
- **Bid Package 4 - Contract Appendix A**
- **Bid Package 5 - Vendor References**
- **Bid Package 6 – PDAA Assessment**
- **Bid Package 7 – SaaS Questionnaire**

Bid Package 2 –Pricing Sheet

The prices for the DIR Customer shall include all shipping and handling fees. This is a representation example only for the purposes of this RFO.

Software Description	MSRP	DIR Discount % off MSRP	DIR Discount % off MSRP - Discount %	DIR Discount % off MSRP - Discount %	DIR Discount % off MSRP - Discount %	DIR Net Cost Price (PPU)
All Servers	1	20%	12,000	38,0%		37,920
Software as a Service Basic Description	MSRP	DIR Discount % off MSRP	DIR Discount % off MSRP - Discount %	DIR Discount % off MSRP - Discount %	DIR Discount % off MSRP - Discount %	DIR Net Cost Price (PPU)
All Seat	1	20%	570,000	40,0%		570,000
Related Services Description	MSRP	DIR Discount % off MSRP	DIR Discount % off MSRP - Discount %	DIR Discount % off MSRP - Discount %	DIR Discount % off MSRP - Discount %	DIR Net Cost Price (PPU)
All Clients	1	30,0%	21,0%	9,0%	39,0%	30,0
Professional Services	MSRP	DIR Discount % off MSRP	DIR Discount % off MSRP - Discount %	DIR Discount % off MSRP - Discount %	DIR Discount % off MSRP - Discount %	DIR Net Cost Price (PPU)
All Clients/Sites per year	1	50,0%	33,0%	17,0%	39,0%	33,0

Addendum # 1

Packaging The Response

Send the Response to:
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Attn: Carrie Cooper

Make sure that external packaging references "RFO DIR-TSO-TMP-225"

Check that the package contains one (1) signed original (clearly marked) of the complete response with one (1) signed original HUB Subcontracting Plan

Ensure that the package contains one (1) additional signed original HUB Subcontracting Plan in a separate envelope

Include One (1) thumb drive containing a Complete Vendor Response that shall contain the entire Vendor's response.

Include One (1) thumb drive containing all response materials, which Vendor asserts are confidential or proprietary", and folder containing all non-proprietary/confidential and non-copyrighted materials in the Vendor's response" (redacted copy for public release).

Include One (1) thumb drive containing any and all copyrighted materials in the Vendor's response.

The response should be bound in a 3-ring binder and the cover of the binder references "DIR-TSO-TMP-225" and includes the name and address of the responding Vendor.

Mandatory Response Contents

- Vendor Information – Appendix A
- Contract Support Plan – Appendix B
- HUB Subcontracting Plan Forms – Appendix C
- Product Pricing and Services Description – Bid Package 2
- Product Accessibility Documentation (VPAT), Section 2.1 RFO Requirement
- Mandatory Manufacturer Certification Letter(s), Section 3.5.1, 3a
- Software, including SaaS, License Agreement(s), and/or Service Agreement(s)
- SaaS Questionnaire (If Applicable) – Bid Package 7
- Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment – Bid Package 6

Questions and Answers

- After a brief recess, we will reconvene and answer your questions. Reference the Section Number and the Section Title in your written question.
- Answers we provide today are unofficial until posted on the ESBD.

Conference Recap/Closing

- All questions, inquiries, etc. should only be directed to Carrie Cooper
- Answers to the questions are not final until posted
- Deadline for submitting questions: March 13, 2015, 2:00 p.m. (CT)
- Frequently visit the ESBD
- References are due April 2, 2015 2:00 p.m. (CT)
- Responses are due April 2, 2015 2:00 p.m. (CT)
- Contact Information

Carrie Cooper
Phone: 512-936-2353
Fax: 512-936-6896
Email:
carrie.cooper@dir.texas.gov

Addendum # 1

10. Below are copies of the March 11, 2015 Vendor Pre-Bid Conference Sign-In sheets:

Request for Offer: DIR-TSO-TMP-225
Vendor Conference Sign-in Sheet
March 11, 2015 / 2:00 P.M. (CT)

PLEASE PRINT LEGIBILY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Doug Couch	Accuvant	dscouch@accuvant.com	No
Leslie Harris	HiEd	leslie@hied.com	Yes
Mike Masters	Xerox	michael.masters@xerox.com	NO
JACOB Tezak	Ricoh	JACOB.TEZAK@Ricoh-USA.com	N
Jake Adams	Unisys CORPORATION	Jake.adams@unisys.com	N
MANDY HANDEL	NEXUS	MHANDEL@NEXUS.COM	N
Mary Wilkins	Aurigo Software	mary.wilkins@aurigo.com	N
Delfino Parra	CDW Inc.	delfpar@cdw.com	No
Bill Whitaker	Capgemini	bill.whitaker@capgemini-gs.com	No
Jamison Bills	CPWG	jamibil@cdwg.com	NO
KEVIN SMITH	THE NEW OFFICE	KSMITH@THENEWOFFICE.com	NO
Jonathan Thayer	K2Share	jthayer@k2share.com	No

Department of Information Resources
Contract Management Procedures
Appendix 14 Rev 10/14/09

Request for Offer: DIR-TSO-TMP-225
Vendor Conference Sign-in Sheet
March 11, 2015 / 2:00 P.M. (CT)

PLEASE PRINT LEGIBILY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Phillip Harris	Accuvant / Fishnet Security	pharris@accuvant.com	N
Martin Mascarenas	Skiing Cat Software, LLC	mmascarenas@skiingcatsoftware.com	Yes
Sergio Aragón	Facilities Connection, Inc.	Saragón@facilitiesconnection.com	✓
Ben Ritz	Ricoh	ben.ritz@ricoh-usa.com	N
Elizabeth Stevenson	CA Technologies	elizabeth.stevenson@ca.com	N
GAIL GENNARO	OPENTEXT	GGENNARO@OPENTEXT.COM	N
Todd Buttweiler	Brocade	tbuttweil@brocade.com	N
Jeff Flory	Innacle Net Consulting	JFLORY@InnacleNetConsulting.com	No
Tom Lynch	RFD	tlynch@rfdinc.com	Y
Scott Glover	RFD	sglover@rfdinc.com	Y
Winston Myers	RFD	wmyers@rfdinc.com	Y
Kaitlyn Luh	KEYSTONE	KAITLYN@KEYSTONE.COM	Yes

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Addendum # 1

Request for Offer: DIR-TSO-TMP-225
Vendor Conference Sign-in Sheet
March 11, 2015 / 2:00 P.M. (CT)

PLEASE PRINT LEGIBILY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
ALLAN RICHARDSON	ASSETWORKS	allan.richardson@assetworks.com	NONE
Dominica Council	CA Technologies	dominica.council@ca.com	N/A
ROBIN HALEY	SAS	Robin.Haley@sas.com	N/A
Mark Kochanski	SAS	Mark.Kochanski@sas.com	N/A
NIGEL GOMBAKOMBA	THE NEW OFFICE	ngombakomba@thenewoffice.com	N/A
KELLY PARKER	DIR	kelly.parker@dir.texas.gov	N/A
GARY KLOEPPER	CORNERSTONE ONDEMAND	GKloepper@CSOD.com	N/A

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11. Below are copies of the March 11, 2015 Vendor Pre-Bid Conference Webinar Sign-In sheets:

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-225
Vendor Conference Sign-in Sheet
March 11, 2015 / 2:00 P.M. (CT)

PLEASE PRINT LEGIBILY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Michael Adeeko - Webinar	Direct Line to Compliance	michael.adeeko@dl2c.com	No
Drew Arnold - Webinar	Accela	darnold@accela.com	No
Frank August - Webinar	Optivon (Sentiguard/Sentihelm)	faugust@optivon.net	No
Daylan Beamon - Webinar		daylan.beamon@icfi.com	No
Mark Bergeron - Webinar	MG Government Relations	mark@mbgov.com	No
Hemant bhave, AIA - Webinar	Projectmates – Systemates, Inc.	hemant.bhave@systemates.com	Yes
Hector Boldo - Webinar	School Status	hector@schoolstatus.com	No
Jeremy Braisher - Webinar	ImageNet	jbraisher@imagenetconsulting.com	Yes
Peggy Brooks - Webinar	SHI Government Solutions	peggy_brooks@shi.com	Yes
Glen Bucher - Webinar	Virtual Intelligence Providers	gbucher@vip-global.com	Yes
Dan Carlson - Webinar	Fidlar Technologies	danc@fidlaroftexas.com	No
Terry Casparis - Webinar	CGI Technologies and Solutions Inc.	terry.casparis@cgi.com	No

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Chris Chandler – Webinar	Unisys	chris.chandler@unisys.com	No
Nathan Chanyarlak – Webinar	CBM Archives	nathan.chanyarlak@cbmarchives.com	Yes
Vipin Chawla – Webinar	Instant Systems Inc	vipin@instantsys.com	No
John Clark – Webinar	Geomatic Resources LLC	jc@geotx.com	No
Jim Clements – Webinar	IQ Business Group	jclements@iqbginc.com	No
Mark Colclasure – Webinar		mark.colclasure@incontact.com	Yes
Erin Combs – Webinar	Appriss	ecombs@appriss.com	No
Nitin Date – Webinar	Aurigo Software Technologies Inc	nitin.date@aurigo.com	Yes
Cookie Dodd – Webinar	CBM Archives	cookie.dodd@cbmarchives.com	Yes
Del Eckert – Webinar	Verizon	del.eckert@verizon.com	No
Christen Emmett – Webinar	EPAY Systems	cemmett@epaysystems.com	No
Robert Erickson – Webinar	DHC	dir@doublehorn.com	No

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Leslie Fisher - Webinar	Complete Tablet Solutions	lfisher@completetablet.com	No
Jeff Fisher - Webinar	Arrow Electronics	jefisher@arrow.com	No
John Ford- Webinar	Five Points Technology Group	john.ford@fiveptg.com	Yes
Maggie Fritts - Webinar	Accudata Systems, Inc.	mfritts@accudatasystems.com	No
John Galloway - Webinar	SourcePulse LLC	john.galloway@sourcepulse.com	Yes
Dasnet Garcia - Webinar	Mcci	dgarcia@mccinnovations.com	No
Clay Gollier - Webinar	Comware	cgollier@comware.com	No
Jill Hertzler - Webinar	Company.Com	jill.hertler@hotmail.com	No
Timothy Hoerichs - Webinar		thoerichs@daspartner.com	No
John Holland - Webinar	Lexmark International	johnholl@lexmark.com	No
Tessa Horowitz - Webinar	Unistar-Sparco Computers, Inc.	teresa@sparco.com	Yes
Manooch Hosseini - Webinar	Accuvant	mhosseini@accuvant.com	No

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Pat Hurley – Webinar	inContact, Inc.	pat.hurley@incontact.com	No
Trey Isaacks – Webinar	Xerox	trey.isaacks@xerox.com	No
Caryn Ishida - Webinar	Unisys	caryn.ishida@unisys.com	No
Aaron Jones - Webinar	Cycom Data Systems, Inc.	ajones@cycominc.com	No
Kelvin King - Webinar	StrategyAxis	kelvin@strategyaxis.com	Yes
Michael Kirschke - Webinar	2d3 Sensing	mike.kirschke@2d3sensing.com	No
Patrick Krause - Webinar	Executive Information Systems	pkrause@execinfosys.com	No
Mike Kulinski - Webinar	SADA Systems, Inc.	mike.kulinski@sadasystems.com	No
Jeffry Lee - Webinar	Decision Lens Inc	jlee@decisionlens.com	Yes
Linda Leonard - Webinar	ImmixGroup, Inc.	linda_leonard@immixgroup.com	No
J Lilly - Webinar	Unisys Corporation	jlilly@unisys.com	No
Natalie Liu - Webinar	Accela	nliu@accela.com	No

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Brad Marshall - Webinar	DLT Solutions	brad.marshall@dlt.com	No
Paul Mason - Webinar	Media Riders	pmason@mediariders.com	Yes
Reginald Masters - Webinar	Peek Traffic Corporation	reginald.masters@peektraffic.com	No
Lee McFadden - Webinar		lee.mcfadden@sas.com	No
Ron McFarlane - Webinar	eBusiness 1	ron.mcfarlane@eb1.us	No
Adam McInturff - Webinar	TimeClock Plus	adam.mcinturff@timeclockplus.com	No
Lisa McNeeley - Webinar	Hyland Software	lisa.mcneeley@onbase.com	No
Kristine McNutt - Webinar	Lexmark	kmcnuff@lexmark.com	No
John Medcalf - Webinar		John.medcalf@votec.net	No
Mark Musick - Webinar	Schedule Express by Informer Systems	mmusick@informersystems.com	No
George Nicholls - Webinar	Carahsoft Technology Corp.	george.nicholls@carahsoft.com	No
Susan Night - Webinar		Snight61@gmail.com	Yes

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Joe Oblak - Webinar	e-Builder, Inc.	joblak@e-builder.net	No
Frank Ono - Webinar	Taborda Solutions, Inc.	frank.ono@tabordasolutions.com	No
Ted Pardee - Webinar	Accela	tpardee@accela.com	No
Karl Parker - Webinar		karl.parker@gmail.com	Yes
Mike Parr - Webinar	EMC	mike.parr@emc.com	No
Rushida Patel - Webinar	Knomatic	rushida.patel@knomatic.com	No
Erica Perkins - Webinar	Brocade Communications Systems	eperkins@brocade.com	No
Keith Propst - Webinar	CA Technologies	keith.propst@ca.com	No
Mark Pruitt - Webinar	Exebridge	mpruitt@exebridge.com	Yes
Steve Raborn - Webinar	VOTEC Corporation	Steve.raborn@votec.net	No
Colt Reagan – Webinar	CBM Archives	colt.reagan@cbmarchives.com	Yes
Sarah Rigdon – Webinar	Access Sciences Corporation	srigdon@accesssciences.com	Yes

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Valerie Riley - Webinar	Info Tech, Inc.	valerie.riley@infotechfl.com	No
Joe Rowland - Webinar	Info Tech, Inc.	joe.rowland@infotechfl.com	No
Robert Sanderson - Webinar	Software AG	robert.sanderson@softwareag.com	No
Nafeesa Savant - Webinar	Accudata Systems	nsavant@accudatasystems.com	No
Linda Scharf - Webinar		lscharf@execinfosys.com	No
Madiha Shafique - Webinar	En Pointe Technologies Sales Inc.	mshafique@enpointe.com	Yes
Tripp Shannon - Webinar	Perfect Commerce	gov.sales@perfect.com	No
Taha Shipchandler - Webinar	Datamatix, Inc.	taha.shipchandler@datamatix.com	Yes
Mark Slafka - Webinar	VMware, Inc.	slafkam@vmware.com	Yes
Lynn Sons - Webinar	AssetWorks	lynn.sons@assetworks.com	No
Scott Stafford-Veale - Webinar	Latitude Geographics Group Ltd	ssv@latitudegeo.com	No
Kent Stokley - Webinar	EIS	kstokley@execinfosys.com	No

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Robert Sweeney - Webinar	Teratek	robert@teratek.com	No
Larry Teverbaugh - Webinar	K2Share LLC	larry.teverbaugh@k2share.com	No
Cotton Tolnay - Webinar	Imagine Solutions, IBM ECM Partner	cotton.tolnay@imaginesolutions.com	No
Kristina Turley - Webinar	SADA Systems	kristina.turley@sadasystems.com	No
John Walker - Webinar	SoftwareAG	john.walker@softwareag.com	No
Jonathan Ward - Webinar		jward@execinfosys.com	No
Charles Williams - Webinar	KEDAR Information Technologies, Inc.	charles@kedarit.com	Yes
Stephanie Stafford - Webinar	Ciber	sstafford@ciber.com	
Doug Couch	Accuvant	dcouch@accuvant.com	No
Leslie Harris	HiEd	leslie@hied.com	Yes
Mike Masters	Xerox	michael.masters@xerox.com	No
Jacob Tezak	Ricoh	jacob.tezak@ricoh-usa.com	No

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Jake Adams	Unisys Corporation	jake.adams@unisys.com	No
Mandy Hayden	Neubus	mhayden@neubus.com	No
Mary Wilkins	Aurigo Software	mary.wilkins@aurigo.com	No
Delfino Parra	CDWG	delfpar@cdwg.com	No
Bill Whitehair	Capgemini	bill.whitehair@capgemini-gs.com	No
Jamison Bills	CDWG	jamibil@cdwg.com	No
Kevin Smith	The New Office	ksmith@thenewoffice.com	No
Jonathan Thayer	K2Share	jthayer@keshare.com	No
Phillip Harris	Accuvan	pharris@accuvant.com	No
Martin Mascarenar	Skinny Cat Software LLC	mmascarenar@skinnycatsoftware.com	Yes
Sergio Aragon	Facilities Connection, Inc.	saragon@facilitiesconnection.com	Yes
Elizabeth Stevenson	CA Technologies	Elizabeth.stevenson@ca.com	No

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Gary Gennarelli	OPENTEXT	ggennare@opentext.com	No
Todd Buttweiler	Brocade	tbuttweil@brocade.com	No
Jeff Flory	ImageNet Consulting	jflory@imagenetconsulting.com	No
Tom Lynch	RFD	tlynch@rfdinc.com	Yes
Scott Glover	RFD	sglover@rfdinc.com	Yes
Winston Myers	RFD	wmyers@rfdinc.com	Yes
Kaitlyn Ioh	Keystoke	kaitlyn@keystoke.com	Yes
Allan Richardson	Asset Works	allan.richardson@assetworks.com	No
Robin Haley	SAS	robin.haley@sas.com	No
Dominica Council	CA Technologies	dominica.council@ca.com	No
Mark Kochanski	SAS	mark.kochanski@sas.com	No
Nigel Gombakomba	The New Office	ngombakomba@thenewoffice.com	No

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Gary Kloepperr	Cornerstone onDemand	gkloepper@csod.com	No
Ben Rotz	Ricoh	ben.rotz@ricoh-usa.com	No

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End of Addendum # 1

Department of Information Resources
Software, Including Software as a Service, Products and Related Services
Request for Offer DIR-TSO-TMP-225

Addendum # 2

This Addendum # 2 to Request for Offer DIR-TSO-TMP-225:

1. Replaces Bid Package 1 RFO Cover Page response date.
2. Replaces Bid Package 1 RFO Schedule Section 3.3.1 response dates.
3. Replaces Bid Package 5 – Software Vendor References response date.

1. Bid Package 1, Request For Offer, Cover Page is hereby amended by updating the Initial Responses Due date to read as follows:

Initial Responses Due: April 9, 2015

2. Bid Package 1, Request For Offer, Section 3.3.1 RFO Schedule is hereby amended to read as follows:

3.3.1 RFO Schedule

It is DIR's intention to comply with the following schedule for this RFO. These dates represent a tentative schedule of events. DIR reserves the right to modify these dates at any time. Prospective Vendors will be notified of modifications to the schedule via the Electronic State Business Daily (ESBD) web site.

Date/Time	**Activity**
February 27, 2015	Publish RFO on Electronic State Business Daily
March 11, 2015 2:00 pm (CT)	Optional Vendor Conference and Webinar
March 13, 2015 2:00 pm (CT)	Deadline for submitting questions
March 25, 2015 4:00 pm (CT)	Deadline for posting answers to questions on the ESBD
April 9, 2015 2:00 pm (CT)	Deadline for DIR to receive Vendor references
***April 9, 2015 2:00* pm (CT)**	Deadline for submitting Responses to RFO
April 9, 2015 - until completed	Evaluation of responses, negotiation and contract execution

3. Bid Package 5, Software Vendor References is hereby amended by replacing the Reference response deadline of April 2, 2015 2:00 pm CT as follows:

REFERENCE DEADLINE TO DIR: No later than April 9, 2015 – 2:00 pm CT

End of Addendum # 2

Department of Information Resources
Software, Including Software as a Service, Products and Related Services
Request for Offer DIR-TSO-TMP-225

Addendum # 3

This Addendum # 3 to Request for Offer DIR-TSO-TMP-225:

1. Replaces Bid Package 1 RFO Cover Page response date.
2. Replaces Bid Package 1 RFO Schedule Section 3.3.1 response dates.
3. Replaces Bid Package 5 – Software Vendor References response date.
4. Replaces Bid Package 6 – Vendor PDAA DIR Webpage links.

1. Bid Package 1, Request For Offer, Cover Page is hereby amended by updating the Initial Responses Due date to read as follows:

Initial Responses Due: April 14, 2015

2. Bid Package 1, Request For Offer, Section 3.3.1 RFO Schedule is hereby amended to read as follows:

3.3.1 <u>RFO Schedule</u>

It is DIR's intention to comply with the following schedule for this RFO. These dates represent a tentative schedule of events. DIR reserves the right to modify these dates at any time. Prospective Vendors will be notified of modifications to the schedule via the Electronic State Business Daily (ESBD) web site.

Date/Time	**Activity**
February 27, 2015	Publish RFO on Electronic State Business Daily
March 11, 2015 2:00 pm (CT)	Optional Vendor Conference and Webinar
March 13, 2015 2:00 pm (CT)	Deadline for submitting questions
March 31, 2015 4:00 pm (CT)	Deadline for posting answers to questions on the ESBD
April 14, 2015 2:00 pm (CT)	Deadline for DIR to receive Vendor references
***April 14, 2015 2:00* pm (CT)**	Deadline for submitting Responses to RFO
April 14, 2015 - until completed	Evaluation of responses, negotiation and contract execution

3. Bid Package 5, Software Vendor References is hereby amended by replacing the Reference response deadline of April 9, 2015 2:00 pm CT as follows:

<u>REFERENCE DEADLINE TO DIR: No later than April 14, 2015 – 2:00 pm CT</u>

Addendum # 3

4. Bid Package 6, Vendor PDAA is hereby amended by replacing the published Bid Package 6 Website links in the FAQ tab of the document with updated Website links as follows:

Published Bid Package 6 Website Links		Updated Bid Package 6 Website Links
PDAA Maturity Model (http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/EIR%20Accessibility/PDAA_Maturity_Matrix.pptx)	**FAQ #4**	PDAA Maturity Model (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)
PDAA Maturity Model (http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/EIR%20Accessibility/PDAA_Maturity_Matrix.pptx)	**FAQ #6**	PDAA Maturity Model (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)
Additional information can be found on the PDAA web pages. (http://www2.dir.state.tx.us/management/accessibility/tools/Pages/ProcurementTools.aspx)	**FAQ #7**	Additional information can be found on the PDAA web pages. (http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement)
PDAA Maturity Model (http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/EIR%20Accessibility/PDAA_Maturity_Matrix.pptx)	**FAQ #10**	PDAA Maturity Model (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)
Additional information can be found on the PDAA web pages. (http://www2.dir.state.tx.us/management/accessibility/tools/Pages/ProcurementTools.aspx)	**FAQ #16**	Additional information can be found on the PDAA web pages. (http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement)

End of Addendum # 3

Department of Information Resources
Software, Including Software as a Service, Products and Related Services
Request for Offer DIR-TSO-TMP-225

Addendum #4

This Addendum #4 to Request for Offer DIR-TSO-TMP-225:

1. Increases the requested number of thumb drives containing a complete response to two (2) in Bid Package 1, Appendix A, item 20 (A) Checklist.
2. Contains answers to questions submitted at the March 11, 2015 Pre-Bid Conference and Webinar and by email to the Purchasing Point of Contact.

1. Bid Package 1, Request for Offer, Appendix A, item 20(A) Checklist for the RFO, is hereby amended by increasing the number of thumb drives requested containing a complete response as follows:

Item	Check
Response addressed to: Department of Information Resources 300 W. 15th Street, Suite 1300 Austin, Texas 78701 Attn: Carrie Cooper	
External packaging references "RFO DIR-TSO-TMP-225"	
Package contains one (1) signed original (clearly marked) of the complete response with one (1) signed original HUB Subcontracting Plan	
Package contains one (1) additional signed original HUB Subcontracting Plan in a separate envelope	
Package contains two (2) thumb drives (**clearly marked with Vendor name**) containing copies of the complete response	
Package contains one (1) thumb drive containing any and all response materials which Vendor asserts are confidential or proprietary (if required)	
Package contains one (1) thumb drive containing any and all copyrighted materials in the Vendor's response (if required)	
Package contains one (1) thumb drive containing any and all non-proprietary/confidential and non-copyrighted materials in the Vendor's response	
Paper response is bound in a 3-ring binder and the cover of the binder references "DIR-TSO-TMP-225" and includes the name and address of the responding Vendor	
Mandatory Response Contents	
Vendor Information - Appendix A	
Contract Support Plan – Appendix B	
HUB Subcontracting Plan Forms – Appendix C	
Product Pricing and Services Description – Bid Package 2	
Product Accessibility Documentation, Section 2.1 RFO Requirement	
Mandatory Certification Letter(s), Section 3.5.1	
Software, including SaaS, License Agreement(s) and/or Service Agreement(s)	
Vendor PDAA Assessment – Bid Package 6	
SaaS Questionnaire (if applicable) – Bid Package 7	

Addendum #4

2. QUESTIONS AND OFFICIAL ANSWERS:

1. **Question:** Page 4 of the first doc shows many cloud-based services are not included. MS2 provides TXDOT now with the STARS II traffic data management application. It is cloud-based. I gather this means MS2 should not complete this RFO. We are currently a DBITS vendor.

   Answer: Cloud Infrastructure as a Service, Cloud Platform as a Service, Cloud Broker and Cloud Assessment products are outside the Scope of this RFO. If an MS2 product is within one of these classifications, then it would not be responsive to the RFO.

2. **Question:** We currently have a DIR contract, though only for services, not software, and were looking to respond to this RFO; however, I noticed that IBM software was excluded from this RFO. We are a Certified IBM FileNet partner and wish to be able to sell IBM FileNet software to our current TX City and Agency clients where we currently provide services. Are we excluded from responding to this RFO with IBM FileNet software? And, if so, how then do we provide the convenience of a "one stop shop" to TX Cities and Agencies who want to engage us for services and IBM FileNet software?

   Answer: Yes, IBM branded software is excluded from RFO DIR-TSO-TMP-225. In response to your second question; you could respond the next time DIR issues an IBM branded RFO, or contact current IBM branded DIR contract holders for subcontracting or reseller opportunities.

3. **Question:** My team ran across the RFO, DIR-TSO-TMP-225. I have a question in regards to the section 1.2.7, Exclusions. What would it take to get included on the DIR for these types of things (Cloud Infrastructure as a Service, Cloud Platform as a Service, etc.)?

   Answer: The Vendor would need to successfully respond to a DIR RFO for the excluded Cloud products when a new RFO for these Cloud products is released or become a subcontractor for current DIR Cloud contract holders. See FAQ on how to become a DIR Vendor at http://dir.texas.gov/View-Information-For-Vendors/Pages/Content.aspx?id=16.

4. **Question:** Reference: RFO Section 1.2.7 – Exclusions. Our company is a software publisher and has a current software contract with DIR but is not listed as an excluded software publisher in Section 1.2.7. What are the criteria for the software publishers with current contracts with DIR to be excluded from this RFO? Is this determination made based on volume of business, contract terms and conditions, next contract expiration date, or other criteria?

Answer: Software publishers which would be within the scope of this RFO, were excluded due to direct contracts with those publishers / manufacturers (Bid Package 1 – Section 1.2.7).

5. **Question:** In our initial read of the request, there is some confusion regarding "Excluded Software List". Section 1.2.7 includes a list of Exclusions - which names software OEM vendors (e.g. Cisco, IBM, Microsoft, etc.). The details seem to indicate that these vendors are not required to respond to this RFO because they already have one or more direct contract vehicles in place with DIR.

   In section 1.2.8, the narrative indicates vendors are encouraged to submit as many software/SaaS products as possible, excluding those products on the 'Exclusion List', such as Identity management.

   Can you provide clarification, that the Exclusion List mentioned in 1.2.8 does not mean all products from vendors on the 'Exclusions' in section 1.2.7? Also, can you point out where I can find the list of Excluded Software products?

   Answer: As stated in RFO Section 1.2.7, all products from the listed publishers are excluded from this RFO. There is not a list of excluded Software products other than the products listed in RFO Sections 1.2.7 and 1.2.8.

6. **Question:** I have a couple of questions regarding 1.2.7 Exclusions. Primarily around the IBM stack of software.
   a. We are a certified reseller of IBM ECM FileNet and Datacap software. How does the DIR IBM Exclusions affect us? Do we list the IBM ECM/Capture suite of software along with a discounted price? Will we be able to sell it or is it ordered from IBM?

   Answer: IBM software is excluded from this RFO DIR-TSO-TMP-225. To be able to sell IBM software, you would need to become a reseller on one of the DIR IBM branded contracts.

   b. We own a software product called Encapture, which is used for distributive capture and is listed in the IBM catalog. How does the Exclusions affect us/Encapture?

   Answer: IBM software is excluded from this RFO DIR-TSO-TMP-225. If Encapture is not an IBM branded software product and not otherwise excluded from this RFO, then it may be within the Scope of this RFO.

7. **Question:** Can any hardware appliances required as part of a SaaS service be included (e.g. Alert Logic and Qualys)?

Answer: No, the RFO is for Stand Alone software only. Software already loaded on an appliance that requires a bundled purchase is outside the Scope of this RFO. See Bid Package 1 – Section 1.2.8 Additional Information.

8. **Question:** Referencing Bid Package 4, Page 5, Section B - Ownership the Standard Terms and Conditions for Products and Related Services Contracts, which states that the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by the customer and not the vendor.

   Can DIR verify that in a SAAS (software as a service) environment that the applications, data storage, data referral, and any vendor authored interface processes shall remain the exclusive property of the vendor? The customer is provided from the vendor limited use of the application and storage processes as agreed to under the software supply agreements. Ownership of all developed processes are the property of the developing agency and customers ownership rights are limited to storable data products produced through the use of the vendor's supplied applications?

   Answer: The products described by this question would appear to be in the nature of Cloud IaaS, PaaS or Assessment, which would not be within the Scope of this RFO. Software as a Service means software that is owned, delivered and managed remotely by one or more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics. The Customer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings. Work Product and Intellectual Property Rights are not contemplated by these types of products however, the Vendor may identify any and all exceptions to the Accessibility Requirements, the Contract Template or the Standard Terms and Conditions in Item 16, Appendix A, Bid Package 1.

9. **Question:**
   a. Qualified Vendors, is DIR looking to procure/contract with multiple vendor resellers for products? So that one SaaS product can be available for more than one reseller? Or a single vendor reselling a single product?

   Answer: Yes, DIR is looking to procure/contract with multiple vendor resellers for multiple products.

   b. Vendors are encouraged to provide as many Software and SaaS products as possible, excluding those products on the software exclusion list. Examples of software not within scope of this Software and SaaS RFO are Identity Management software as a stand-alone product, Custom Application development, Enterprise Resource Planning

products or software already loaded on an appliance that requires a bundled purchase. Services must be related to the Software or SaaS proposed. The exclusions section in 1.2.7 does not list ERP products as excluded from the list but section 1.2.8 identifies several items including Enterprise Resource Planning products as being excluded. Can DIR provide a more comprehensive list of products or software companies that are being excluded?

Answer: No. There is not a list of excluded Software products other than the publisher / manufacturer brands listed in RFO Sections 1.2.7 and referenced in 1.2.8.

c. Vendors are encouraged to provide as many Software and SaaS products as possible, excluding those products on the software exclusion list. Examples of software not within scope of this Software and SaaS RFO are Identity Management software as a stand-alone product, Custom Application development, Enterprise Resource Planning products or software already loaded on an appliance that requires a bundled purchase. Services must be related to the Software or SaaS proposed. Are all products providing Financials management excluded?

Answer: Yes, **"**Enterprise Resource Planning" means and includes the administration of a Customer's: General Ledger; Accounts Payable; Accounts Receivable; Budgeting; Inventory; Asset Management; Billing; Payroll; Projects; Grants; and Human Resources, including administration of performance measures, time spent on tasks, and other personnel and labor issues. This definition would include Financials Management.

d. How will this RFO affect a prospective vendor's pre-existing relationship and contract providing same or similar SaaS products to another agency in the state of Texas? Will any terms of use be impacted should there be a conflict between the terms negotiated with a pre-existing customer and the terms negotiated with DIR?

Answer: DIR cannot comment on questions regarding contracts to which it is not a party too. Further, DIR cannot provide specific guidance regarding a Vendor's current DIR contracts within this RFO. Please refer to termination and renewal language in Vendor's existing contracts for Vendor and DIR rights and responsibilities. Per Bid Package 1, Section 1.2.8, this RFO is intended to consolidate all existing DIR Software and SaaS product contracts. DIR cannot guarantee that renewal options on existing contracts will be exercised. Please review DIR's Current Contracting Initiatives web page for information on future RFOs, http://dir.texas.gov/View-Information-For-Vendors/Current-Contracting-Initiatives/Landing.aspx.

e. In addition to discount % and firm fixed pricing, Vendor may also provide volume and education pricing. The RFO mentions ""volume-discounted pricing". Is the State looking for a tiered discount model tied to volume? Meaning that the discount level would

rise as volume rises? Or is the state looking for a single price sheet and discount level regardless of volume?

Answer: DIR encourages Vendors to propose volume and education pricing discounts, in addition to discounts not dependent on volume or education purchases. Vendors need to make their own Pricing decisions.

f. Customers must identify their own needs, then contact an awarded DIR Vendor and obtain a price quote for products/services. Customers may submit a statement of work or purchase order to the Vendor when obtaining a quote based on their needs. The Customer makes the best value determination and issues a purchase order directly to the Vendor. Is the intention to provide all state agencies with a baseline level of commercial terms and pricing that will be renegotiated with each project? Or is the intention that the pricing and terms negotiated by the DIR would flow down to any end customer project? Our current understanding is that the DIR is looking to establish a baseline that can be renegotiated by an end customer but we would like validation of that. Our recommendation is to make procurement simple for both parties, if possible, and to establish a standard set of commercial terms of use for any project that is sourced through this RFO.

Answer: DIR negotiates and awards a master contract, thereafter each customer may negotiate discounts or terms (as long as DIR terms are not diminished) depending on their particular needs or quantity requirements.

g. This is a representative sample only for the purposes of this RFO… The State is looking for a detailed SKU list in Bid Package 2. If a vendor or product has a complex set of SKUs that may not easily fit into the Bid Package, is the State open to a simplified set of base SKUs with detailed quotes to be worked out with the end Customer?

Answer: Yes, not all of Vendor's software that may be acquired through this contract need be included in the response however, Vendor must include a representative sample of products, including a Discount from MSRP and Firm Fixed Price for the sample of products Vendor intends to offer.

h. While scoring has not yet been established for PDAA, the responses from the questionnaire may be used as criteria in selecting offerings or Vendors. Can the state provide clarity on how a vendor response will be scored with regard to the PDAA? Would this fall under the 5% quality and thoroughness component?

Answer: With respect to the requirement that Vendor submit a completed PDAA form, this is a pass/fail requirement. The initial completed form will establish a baseline for where a vendor stands with regard to its ICT accessibility policy. The PDAA form is not scored

further in the evaluation process for this RFO. Failure to submit a completed Bid Package 6 will result in the rejection of Vendor's RFO response.

i. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency Customers must procure products that comply with the Accessibility Standards defined in the Texas Administrative Code, 1 TAC 206 and 1 TAC 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. If a product or suite of products is not fully compliant with TAC 206 or TAC213 at the time of bidding, will that disqualify the product or suite of products from being awarded a contract?

Answer: No, it would not disqualify the product(s) but each Customer would have to determine which products satisfied their needs and document their purchasing file regarding each product's level of VPAT compliance. The Vendor should provide the data that they have at time of the submission of their proposal. In order to demonstrate their effort they should detail the progress that they have made to-date to complete the VPATs. Additionally, the Vendor should describe the strategy they are employing to complete the remainder of VPATs and provide an Expected Availability Date (EAD) for final submission. Regardless, all VPATs should be available on the contract start date and available via links from the Vendor's DIR landing page.

j. Additionally, VPAT documentation for third party products and services should be obtained and included (or links to them) in Vendor responses. For web applications or web development services, compliance to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 AA may also apply. Vendors that do not provide VPAT documentation and/or claim their products are exempt from accessibility requirements must present that position to DIR as an exception in item 16 of Appendix A. If a VPAT is provided for a product or suite of products but does not full comply with TAC206 or TAC213 at the time of bidding, is that sufficient for a contract award?

Answer: DIR cannot make a determination whether the submitted information would be sufficient for a contract award, without determining the level of Vendor's VPAT's compliance with TAC206 or TAC213.

k. For web applications or web development services, compliance to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 AA may also apply. If a web based application is not fully compliant with WCAG2.0 at the time of bidding but does provide a VPAT, will that product or suite of product be disqualified from being awarded a contract?

Answer: See answer to Question #9 (i).

l. Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. "If a vendor takes exception to this statement but does provide a VPAT, will that vendor be excluded and/or disqualified from evaluation and/or award of a contract?

Answer: No, they will not be excluded and/or disqualified however, if an exception is taken to the actual terms and conditions, DIR may determine it cannot agree to the exception.

m. Can DIR provide more clarity or an example for taking exception to accessibility requirements specifically? Does DIR wish to see specific exceptions to TAC206 or TAC213 for example?"

Answer: Vendors responding to the RFO must decide whether or not to take exceptions to the documents. Bid Package 1, Appendix A, item 16 provides the format for presenting Vendor's exceptions.

n. The requirement is satisfied by the SaaS solution proposed with no modification to the source code. The requirement is met either "out-of-the box" or through configuration of the application. Can the state provide clarity on how a vendor response will be scored with regard to the technical requirements responses, specifically how a product meets or does not meet individual requirements? Would this fall under the 5% quality and thoroughness component?

Answer: DIR will evaluate RFO responses on the criteria listed in the RFO. Customers will determine their own technical requirements and make these types of decisions. No weight is provided for technical considerations under the DIR evaluation criteria other than pass /fail for being in scope.

o. Please clarify these percentages. When you add up the current percentages shown in this section for utilization they exceed 100%. 1. 11.2% for heavy construction other than building contracts; 2. 21.1% for all building construction, including general contractors and operative builders' contracts; 3. 32.9% for all special trade construction contracts; 4. 23.7% for professional services contracts; 5. 26.0% for all other services contracts; 6. 21.1% for commodities contracts."

Answer: These are stand-alone categories.

10. Question:

Addendum #4

a. Under Scope 2.1. Products section. The RFO stipulates that *"This RFO is not for hardware products. Software sold with or loaded on an appliance is considered outside this RFO and will not be accepted".* Since all software is ultimately loaded on hardware in order to operate (whether on customer premise or not) are you saying that if hardware is required for the application to operate that would have to be sourced through another contract vehicle other than this DIR contract or provided at no cost to the end customer? Just want to be sure we can (or cannot) sell standalone software even though it will need to be ultimately loaded on hardware in order to operate.

Answer: DIR is not saying that if hardware is required for the application to operate, that it is outside the Scope of the RFO. If however, Vendor's software must be sold as part of an appliance (hardware), then it would not be within the Scope of the RFO.

b. Under 1.2.3 Cost Avoidance Performance Measures the RFO stipulates *"DIR must show the cost avoidance realized by the state for the product as and services obtained under DIR contracts".* How are we to reflect any additional DIR discounts being proposed in our response?

Answer: Vendors must use the Bid Package 2 Pricing Sheet however, Vendor may add additional sheets to reflect "additional" discount methodologies or indicate different discount methodologies within product descriptions. This has no bearing on the cost avoidance calculation.

c. Bid package 2 ~ Can you please define the difference between "DIR Discounted Price" (column D ~ Bid package 2) and "DIR Firm Fixed Price (FFP)" (column F ~ Bid package 2)?

Answer: MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable (Bid Package 4, Section 8 – Pricing, Purchase Orders, Invoices, and Payments). Firm Fixed price is the guaranteed price a Vendor is offering to sell a product during the term of the contract, absent an amendment or written agreement to modify the price. For example if a product's MSRP is $100.00 and a Vendor discounts the product by 25%, then the price to the Customer would be 25% off whatever the product's MSRP is, which in this example would equal a price of $75. If the MSRP of the product changes to $200, the discount remains at 25% but the price would increase to $150. Changes to the MSRP would automatically affect the price paid by the Customer, but the discount would remain the same. A Firm Fixed price of $75 however, fixes the price of the product at $75 during the term of the contract, regardless of changes in the product's MSRP.

d. Additional pricing question: If we were awarded a DIR contract as a result of this RFO how are prices to be updated or products added to existing schedules once the award is made?

Answer: The process to update pricing is stated in Bid Package 4, Standard Terms and Conditions for Product and Related Services Contracts, Section 8, G – Changes to Prices. Products may be added to as stated in Bid Package 3, Sample Contract for Products and Related Services, Section 3, A & B – Product and Services Offerings.

e. Under 3.5.1 Authorized Vendors We have two partners for one of the SaaS solutions we provide. The software manufacturer as well as the hosting data center provider. Do you need a completed reseller authorization letter from both?

Answer: Yes.

11. **Question:** We are SaaS provider; however, our products consistently require varying levels of configuration and implementation in order to meet clients' needs. Would this profile place us on the Software Exclusion List as a provider outside of the scope of this RFO?

    Answer: This RFO is not for Custom Application development. To the extent Vendor's products require extensive customization, those products may fall under this exclusion however, without specific product information, DIR cannot conclude whether Vendor's products are excluded. If source code changes are required it is considered Custom Application development. If no source code changes are required it would be considered configuration.

12. **Question:** Will a Word document of the appendices be provided for vendors to complete electronically? Section 2.1 of the RFO states, "This RFO is <u>not</u> for hardware products. Software sold with or loaded on an appliance is considered outside the scope of this RFO and will not be accepted." Will DIR accept offers that contain software-dependent hardware (e.g. a wall-mounted terminal that reads information from a software database)?

    Answer: No, a Word document of the appendices will not be provided and DIR will not accept offers that contain software-dependent hardware.

13. **Question:**
    a. If possible, please provide details around any current SaaS based offerings that DIR is using today?

    Answer: This question is not relevant to the RFO, as DIR is not seeking SaaS products for itself. DIR establishes Master Contracts for customers to procure from.

b. Are workshops and/or consultative services exclusive to enhance, provide clarify or refine scope of specific SaaS based offering services excluded from this RFO?

Answer: Services must be related to a specific product awarded under a contract to the Vendor. Consulting Services are excluded from this RFO.

c. Do you have any stipulations for contract terms for certain types of SLA's, SaaS agreements or terms of service for any of these offerings?

Answer: Bid Packages 3 and 4 include the contract terms governing awarded contracts under this solicitation. DIR does not have any standard License Agreements, etc. Vendors are required to provide copies of any Software License Agreements, Shrink/Click-Wrap, and/or Service Agreement documents to be considered with products offered.

d. The RFO requires a significant effort to respond to the specifications in the detail required within. In order to provide vendors adequate time to develop a quality response to satisfy SaaS based solutions with multiple requirements, will the DIR consider a two (2) week extension to the due date?

Answer: Addendum # 3 extended the Due Date for submissions to April 14, 2015 at 2:00 p.m. At this time, DIR does not anticipate another extension. Any changes to the due date will be posted in an Addendum to the RFO on the ESBD.

e. What language requirements must the SaaS offerings support?

Answer: There are no stated language requirements in the RFO.

f. Please describe the process for amending pricing changes to the pricing sheet if the offering is amended, improved or modified during the contract period?

Answer: See Bid Package 4, Standard Terms and Conditions for Product and Related Services Contracts, Section 8, G – Changes to Prices.

g. Please indicate if vendors will have the opportunity to submit additional services that may be required, but were not part of original scope of this RFO, at a later time?

Answer: Products/Services that are outside the scope of this RFO are not eligible for inclusion in contracts awarded under this RFO.

h. Please describe any provisional requirements necessary for the migration of data into any SaaS based offerings that will exist outside of your data centers?

Answer: DIR cannot answer this question as the response would be specific to the Customer purchasing the SaaS product.

i. In regards to SaaS ownership of licenses, please clarify if subscription licenses (License to use) are acceptable for this requirement?

Answer: Yes, they are acceptable.

j. Please provide any additional details that you can share around the vendor down select process, subsequent checkpoints following response submission and when an actual award to the preferred vendors will be declared?

Answer: This information is provided in Bid Package 1, Section 3.3.1, RFO Schedule and Section 4, Evaluation, Negotiations, and Award. DIR expects multiple awards occurring on different dates.

k. Does the State have a location preference for hosting of SaaS cloud based data (onshore vs. offshore)?

Answer: All SaaS cloud based data must be hosted within the Continental United States.

l. Please provide any additional network security requirements needed for accessing the SaaS application? i.e. IPSec (VPN) required, https is sufficient, etc. By default, SSL encryption is 256-bit?

Answer: The Vendor shall disclose network security attributes of its products in accordance with the requirements stated in Bid Package 7. Customers will determine what their needs are for specific applications and negotiate their requirements directly with the Vendor.

m. Is SSO required? If so, please provide as much detail to your SSO infrastructure as possible. Will SAML be required? If so, is Active Directory Federation Services (AD FS) set up and what version is being utilized?

Answer: The Vendor shall disclose the attributes of its products in accordance with the requirements stated in Bid Package 7. This information would pertain to individual Customer requirements, not DIR's.

n. Please provide any data protection or privacy issues of which vendors should be aware?

Answer: This information would pertain to a Customer's specific requirements, not the DIR contract**.**

o. Frequent updates to foundation data (organization, people, locations, etc.) are exchanged through file transfers, i.e. ftp. Is there a secure ftp server available for this process?

Answer: This information would pertain to a Customer's specific requirements, not the DIR contract.

p. Do you foresee the SaaS application requiring integration with any State and/or affiliate applications? If yes, please provide the type of integration, and if available, the solution or product.

Answer: This information would pertain to a Customer's specific requirements, not the DIR contract.

q. Do you have any special needs that would not be part of a standard offering? If so, please provide.

Answer: This information would pertain to a Customer's specific requirements, not the DIR contract.

r. Will you be accepting VMware software and Software related services as part of this RFO?

Answer: Yes.

s. Does Desktop-as-a-Service qualify for this RFO?

Answer: Yes.

t. Will you be accepting Cisco software and/or SmartNet Maintenance as part of this RFO?

Answer: Cisco Software is excluded from this RFO. SmartNet is a Cisco product so it would be excluded as well.

14. Question: Reference: RFO Section 1.2.7 Exclusions and 1.2.8 Additional Information and Vendor Conference (3/11/15). We would like to confirm our understanding of the RFO Exclusions and the answer given in response to a bidder question at the Vendor Conference on March 11. The question asked at the Vendor Conference was whether a bidder should

respond to the RFO if the bidder is offering software solutions from the excluded companies listed in RFO Section 1.2.7. We believe that the response to this question from DIR was "No." Section 1.2.7 and pending addenda lists software vendors excluded from responding to the RFO based on their existing DIR branded contracts. We further read Sections 1.2.7 and 1.2.8 to indicate that certain other products and services are excluded, for example, Identity Management as a stand-alone product, custom application development, ERP products, etc. Notwithstanding the answer provided at the Vendor Conference, we do not find language in the RFO that states that a bidder may not bid products from the excluded vendors. Please clarify how the exclusions apply to the RFO so that potential bidders can understand if they should respond to the RFO. Given that this answer will impact the bid/no-bid status for potential bidders, we respectfully request that DIR provide this clarification as soon as possible and not hold it until the release of all responses scheduled on or before March 18.

Answer: As stated at the March 11, 2015 Pre-Bid Conference, excluded brands of software are not within the scope of the RFO. The current list of excluded brands is as follows: CA, Cisco, IBM, Microsoft, Adobe, Apple, Dell, HP, Lenovo, Oracle, and Panasonic. No contracts will be awarded for any software provided by these publishers/manufacturers.

15. **Question:** Reference: RFO Section 2.1 Products and 2.2 Related Services. As noted at the Vendor Conference, the term "managed services" is used in a variety of ways. We look forward to DIR's clarification of this term in the context of RFO. We would also like to understand how the following scenario fits into the RFO definitions. Although our company uses the term "managed service" to market this type of offering, we think that for the purpose of the RFO, it should actually be considered a SaaS offering. Here is the scenario:

    Company A is the manufacturer of a software solution, Product X. Company B is a reseller responding to the RFO. Company B has an agreement with Company A that authorizes it to license Product X and then resell it as a SaaS-like subscription to government agencies. Company B not only makes the solution available via the web in a SaaS model, but it also provides configuration, administration, and support services for Product X to the end customer. The end customer only pays a subscription fee to use Product X. There are no separate charges to the end customer for hardware, the Product X license, or the additional services. These costs are integrated into the subscription fee paid to Company B by the end customer.

    Our interpretation of this scenario is that it is essentially a SaaS offering from the point of view of the end customer. Please confirm this interpretation and that in this scenario, the subscription for Product X offered by Company B would be eligible

for inclusion under the DIR contract as a SaaS offering. Additionally, does the answer change if Company A is listed on the exclusion list in 1.2.7?

Answer: You interpretation appears to be correct based on the limited facts presented. The product would be considered a SaaS offering. In this scenario, if Company A was on the exclusion list in 1.2.7, then its SaaS offering would be excluded from this RFO.

16. **Question:** **Reference:** RFO Section 1.2.8 Additional Information and Section 2.1 Products. RFO Section 1.2.8 and 2.1 state that software sold with or loaded onto an appliance is considered out of scope for this RFO. How will appliance-based software products be procured by State and other government agencies if they are excluded from this Contract?

    Answer: Typically these products would be acquired through other DIR RFOs that specifically allow for bundling of software and hardware. In addition, a Customer may submit an Exemption request for approval to buy appliance-based software not currently offered through a DIR contract.

17. **Question:**
    a. The Terms and Conditions may not necessarily be a SaaS (Software as A Service) contract. Would the Dir - State Of Texas be willing to negotiate on the Interactive Intelligence Terms and Conditions Agreement?

    Answer: Vendors may negotiate the language used in Bid Packages 3 & 4 by taking exceptions to those terms which Vendor seeks to modify in accordance with Bid Package 1, Appendix A, item 16, or forfeit their opportunity to modify the *Contract for Products and Related Services and Standard Terms and Conditions for Products and Related Services Contracts*. At this time DIR does not recognize terms and conditions from other sources.

    b. Are Software Communication Saas applications precluded from participating in DIR-TSO-TMP-225 RFO?

    Answer: No, provided that the application is not manufactured by one of the excluded publishers.

18. **Question:**
    a. Does the wording of the reseller agreement have to specifically say Texas Department of Information Resources?

    Answer: No.

b. Regarding references, do they need to be of the same product that is being offered or is the reference more related to the work of the vendor?

Answer: There are no restrictions regarding references, other than as stated in the form. The product should be of the same category (i.e., hardware, software) and related to the delivery and support of the products offered by the Vendor in response to the RFO.

c. Role of Reseller – are the PO's and payment made to the Reseller?

Answer: This depends on how the prime vendor determines their business plan. It could be that the prime vendor wants all orders to come through them or it could be that the prime wants each reseller to receive orders they sell. If the reseller receives the PO then they should invoice and the Customer should pay the reseller directly.

d. Role of Order Fulfillers – are the PO's and payment made to the Order Fulfillers?

Answer: See above answer on Question #18 (c).

e. More than 3 references – if more than 3 references are received do you just take the first 3 or what is the process?

Answer: DIR evaluates only 3 submitted references. DIR takes the first three (3) references received in accordance with the posted instructions.

f. Is a survey done to determine which specific products are selected or just the focus of the product? If so who is surveyed and when?

Answer: No surveys are done to determine which specific products are selected.

g. Can a HUB firm supply any role or does it have to directly relate to the work product i.e. our delivery firm is a HUB firm?

Answer: If you are referring to listing potential HUB subcontractors on Appendix C – Hub Subcontracting Plan (HSP), "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity. There are no restrictions on the roles performed by HUB firms.

h. There are some software products that also have current DIR Contracts – if we have any of these products offering will it be eligible for this RFO?

a. Court Management software
b. Document management

c. Network Management and Monitoring
d. Application Management and Monitoring
e. Systems Management and Monitoring
f. Cloud Management and Monitoring

Answer: Software products under current contracts, not otherwise excluded, are eligible for this RFO.

i. On several current DIR contracts the pricing attachment (PDF) only shows the discounted rate but no specific pricing as this RFO asks for, does that mean that our list prices will not be published? Or do you just want to know the discount?

Answer: Contracts awarded based on Firm Fixed Pricing may include published prices. Contracts awarded based on Discount % off of MSRP typically only list the discount. However, if DIR awards by discount the vendor is required to post actual prices on their website as a compliance issue.

j. Each thumb drive must be clearly marked as to its contents. Does the drive have to be physically labeled or just the internal file labeling of the contents?

Answer: The drive must be physically labeled.

k. The response materials on each thumb drive must be compatible with Microsoft Office. All materials must be submitted in an editable format (e.g., Microsoft Word, Microsoft Excel). Most of our content is in PDF especially our deliverables. Do you just want us to paste the PDF into a Word document?

Answer: If by content you mean the responses required by the RFO then no, materials must be submitted in an editable format. Examples such as brochures, organizational charts however, may be submitted as a PDF pasted into a Word document.

19. Question: Do Virtual (VWare) appliances count as software?

Answer: **A** Virtual or VWare appliance is a pre-configured virtual machine image, ready to run on a hypervisor. Installation of a software appliance on a virtual machine and packaging that into an image creates a virtual appliance. By this definition, a Virtual Appliance, which incorporates a Virtual machine overlaps with DIR's definition of IaaS and PaaS provided services. If you have to use IaaS to use the virtual machine, then the Virtual appliance would be outside the scope of the RFO however, the Virtual Appliance, if sold separate from the Infrastructure itself, could be considered SaaS and could be included in a SaaS contract under the RFO.

20. **Question:** We offer GPS Hardware that cannot be included in the RFO bid, can we include the monitoring services for these devices that is a SaaS?

    Answer: Yes, provided the GPS Hardware is not a required purchase with the software.

21. **Question:** Please elaborate on the exclusion of Managed Services; are new Managed Services encouraged (RFO Section 1.2.8)?

    Answer: Software and Software as a Service (SaaS) products offered by Managed Services Vendors are encouraged, provided they are within the RFO Scope and not Excluded (Sections 2.1 & 1.2.7). Software that is already loaded on an appliance that requires a bundled purchase is not within the Scope of the RFO.

22. **Question:** May a vendor propose services related to products from a manufacturer or publisher which is on the Exclusions list in RFO Section 1.2.7?

    Answer: No.

23. **Question:** What is the difference between the MSRP Price and the Firm Fixed price?

    Answer: See answer to Question #10 (c).

24. **Question:** Section 2.1 states that VPAT documentation is to be included in the response to the RFO. We will be offering potentially hundreds of different software products in our response to the RFO and each VPAT can be dozens of pages in length. The current instruction could require us to submit as much as 15-20,000 pages of VPAT documentation.

    Our current DIR contract includes a clause that defines a process and specifies a website link for agencies contemplating a purchase under the contract to request accessibility information for specific products available under the contract. This contract clause cites Section 213.18 (a) (4) of Chapter 213 of Part 10, Title 1 Texas Administrative Code as specifically allowing this type of process.
    Rather than requiring bidders to submit thousands of pages of VPAT documentation or hundreds of VPATs in electronic format, will DIR allow bidders to confirm that there is an established process for making accessibility documentation from the software manufacturer available as allowed under State law?

    Answer: Per Section 2.1 of Bid Package 1, *Additionally, VPAT documentation for third party products and services should be obtained and included (or links to them) in Vendor responses.* A website link would satisfy the requirement to provide VPAT documentation

however, VPAT information is independent of the requirement to complete Bid Package 6.

25. **Question:** Regarding Section 2.1 and the VPAT requirement, in order to cut down on the length of the response, is it acceptable to provide VPAT documents via a hyperlink?

    Answer: See also answer to Question #24.

26. **Question:** On Bid Package 2, what is meant by the following 2 columns?

DIR Discount % off MSRP for FFP	**DIR Firm Fixed Price (FFP)**

How do they differ from?

DIR Discount % off MSRP	**DIR Discounted Price (MSRP - Discount %)**

Answer: Bid Package 2 requires the Vendor to offer product pricing as a discount percentage off of the Manufacturer's Suggested Retail Price as well as a Firm Fixed Price. The Discount % would be the offered price, either Fixed or Discount, divided by the product's MSRP. See also answer to Question #10 (c).

27. **Question:** Bid Package 2. What is the difference between the "DIR Discounted Price" and the "DIR Firm Fixed Price"?

    Answer: One price is fixed and one price moves with changes in the product's MSRP. See also answer to Question #10 (c).

28. **Question:** Could you please describe the "Firm Fixed Price" and how that relates to % of MSRP?

    Answer: For Firm Fixed Pricing, the Discount % off of MSRP for FFP is the percentage difference between the MSRP and the Firm Fixed Price. See also answer to Question #10 (c).

29. **Question:**

Addendum #4

a. RFO, Section 1.2.8. Please confirm that current contracts for ERP products and services are going to be replaced through this procurement.

Answer: No, this is for stand-alone software only and not for Enterprise Resource Planning (ERP) software. ERP software was solicited under a separate solicitation.

b. RFO, Section 2. The second paragraph requires "specific pricing for the products requested herein." The Pricing Sheet paragraph states that "A representative sample of products offered should be included in the…Pricing Sheet." Please confirm DIR's intent that not all vendor software that may be acquired through this contract needs to be included in the proposal. We understand that specific pricing must be provided for software that is included.

Answer: Yes, not all of Vendor's software that may be acquired through this contract need be included in the response however, Vendor must include a representative sample of products, including a Firm Fixed Price for the sample of products Vendor intends to offer.

c. RFO, Section 3.5.1. Must vendors submit individual letters of authorization or is one letter including all software in a vendor's portfolio acceptable?

Answer: One letter is sufficient provided it includes all software Vendor is offering to sell under the RFO and ALL offered software is from one publisher / manufacturer. If a Vendor is responding with different manufacturer products there must be a separate manufacturer certification from each one. See also answer to Question #38.

d. RFO, Section 3.7.3. Should Mandatory Response Contents items 6, 7, and 8 be submitted as separate attachments to Bid Package 2?

Answer: Mandatory Response Contents items 6, 7, and 8 should be submitted as attachments to Bid Package 1.

e. Bid Package 2, Price Table Instructions. Instructions state "A representative sample…" Please refer to the question above for RFO Section 2 asking for additional clarification on software that should be included.

Answer: The Vendor must include a representative sample of products, including a Firm Fixed Price for the sample of products Vendor intends to offer in Bid Package 2.

f. Bid Package 3, Section 2 – Term of Contract. The term of this contract is one year with the possibility of 3 one-year extensions. If a current software contract expires in mid-2018, is there an advantage for the vendor to respond to this RFO? Will DIR conduct

another procurement for software products and services prior to mid-2018? If so, would it be more appropriate for vendors in this circumstance to bid at that later date?

Answer: DIR cannot provide specific guidance regarding a Vendor's current DIR contracts within this RFO. Please refer to termination and renewal language in Vendor's existing contracts for Vendor's and DIR's rights and responsibilities. Per Bid Package 1, Section 1.2.8, this RFO is intended to consolidate all existing DIR Software and SaaS product contracts. DIR cannot guarantee that renewal options on existing contracts will be exercised. DIR does not anticipate additional software RFO's to be issued until awards made under this solicitation are nearing expiration. Please review DIR's Current Contracting Initiatives web page for information on future RFOs, http://dir.texas.gov/View-Information-For-Vendors/Current-Contracting-Initiatives/Landing.aspx.

g. Bid Package 6. Vendor is not aware that DIR has previously requested ICT Accessibility information. Is this a new DIR or State of Texas policy? How will responses submitted on this form be evaluated?

Answer: DIR has included the requirement for VPATs or their equivalent since 2006. The request for accessibility policy information (PDAA) began in 2014, consistent with recent revisions to Texas Administrative Codes §213.18 (a) (2) and §213.38 (a) (2) which state:

(a) The department, in establishing commodity procurement contracts, for which the solicitation is issued on or after January 1, 2015, shall obtain and make available to state agencies (or institutions of higher education) all that apply:

(1) accessibility information for products or services, where applicable, through one of the following methods:

(A) the URL to completed Voluntary Product Accessibility Templates (VPATs) or equivalent reporting templates;

(B) accessible electronic documents that address the same accessibility criteria in substantively the same format as VPATs or equivalent reporting templates; or

(C) the URL to a web page which explains how to request completed VPATs, or equivalent reporting templates, for any products under contract;

(2) credible evidence of the vendor's capability or ability to produce accessible EIR products and services. Such evidence may include, but is not limited to, a vendor's internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

In response to how PDAA information will be used, please refer to the answer to Question #9(h).

30. **Question:** May the vendor defer submitting the VPAT and instead provide it upon request? This is in reference to 6.A.2 page 8 of the Terms and Conditions for Products and Services:

    "Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act)."

    Answer: No, Per Bid Package 1, Section 2.1 and Mandatory Response Contents 3.7.3, *Vendor must provide electronic and information resources and associated product documentation and technical support that comply with these Accessibility Standards (in the form of a Voluntary Product Accessibility Template, or "VPAT") in its response to this RFO. Vendors who do not already have accessibility documentation should complete the form located here: http://www.itic.org/public-policy/accessibility. Additionally, VPAT documentation for third party products and services should be obtained and included (or links to them) in Vendor responses.*

31. **Question:** If the manufacturer or vendor doesn't have a Policy-Driven Adoption for Accessibility (PDAA) plan and doesn't plan on adopting one, does this disqualify the vendor/manufacturer?

    Answer: See answer to Question #9 (h). The completed PDAA form is required to be completed whether a Vendor has or is planning to implement the criteria of the PDAA. There are provisions in the PDAA form for identifying policy and plans, or the lack thereof.

32. **Question:**

    a. In Appendix A, question 13, the State requires vendors to "Indicate whether or not your company holds a contract for use by public entities (state agencies, local governments, independent school districts, and public universities) in any other states for the same products/services requested in this RFO." Can the State clarify by "contract for use" it refers to similar Cooperative Contracts (Co-op Contracts) we hold with other States, or any customer contracts that we hold with public entities for the listed product/services.

    Answer: Any customer contracts with public entities, not just Cooperative Contracts.

b. In the Mandatory Response Contents section, the State did not mention that vendors should submit descriptions of the product and services proposed. Does the State desire detailed product information, implementation methodology, supporting and maintenance plan to be submitted together with the proposal? To help us better understand the scope of information necessary to complete the response, please provide information of the chart below:

Answer: Bid Package 1, Item 5 requires Vendor to: *provide a detailed description and the specific pricing for any value-added, product-related service that Vendor is proposing to offer in response to this RFO.* Bid Package 2 requires vendor to provide a product description. The Vendor should provide a product description sufficient to identify its products. DIR does not contemplate providing limitations regarding the level of detail in Vendor's product description.

c. In the case Vendor uses reseller (designated Order Fulfiller under the definition of this RFO), such reseller is considered subcontractors that needs to be included in HSP form. However given the dollar amount, or resold revenue as a % of total contract revenue is hard to predict at the response of this RFO, can the State accept historical average number to be filled in required spaces in the table of Attachment A, section A-2 or Attachment B, section B-4?

Answer: DIR acknowledges that some information required in the RFO response is an estimate by Vendor. Historical information is one way for a Vendor to develop its estimates.

d. The State specified that vendors must submit separate VPATs for each product being proposed. If the X solutions a vendor propose are all developed on the same technology architecture thus share identical 508C compliance capabilities, can the respondent submit one VPAT to represent all solutions?

Answer: See Answer to Question #24.

33. Question: For a reseller, do we submit a PDAA for only our Organization, or must we ask all of our vendors to complete?

Answer: Only the responding Vendor is required to complete Bid Package 6 – Vendor PDAA.

34. Question: If a Vendor has a core Service, where the backbone is driven by software that is VPAT certified, does the Vendor also have to submit a VPAT certification based on the Services Vendor provides around the Software?

Answer: If the Service has a user interface that customers utilize, then yes, a VPAT certification for the Service must be provided.

35. **Question:** The Vendor's software products have been exempted from Section 508, under part 1194.3. Is stating the exemption and acceptable response for the RFO VPAT requirement?

    Answer: The Vendor would have to provide compelling documentation to demonstrate that the Vendor's products are exempt. Section 1194.3 is not included in Texas Administrative Code (TAC) 206 or 213.

36. **Question:** Does Section 508/ADA compliance fully satisfy the VPAT and BID Package 6 requirements?

    Answer: No, Bid Package 6 – Vendor PDAA is independent of the VPAT. Depending on the quality of the documentation, additional information may be required.

37. **Question:** The VPAT template available on the provided link has many versions of the VPAT form. Is it safe to assume, for purposes of this RFO, that vendors need only fill out the form for Section 1194.22: Web-based Internet Information and Applications? If this assumption is incorrect, what other Sections of the VPAT should vendors submit?

    Answer: No, Vendors need to complete all applicable Sections. Sections 1194.31 and 1194.41 typically are completed in addition to any specific technologies.

38. **Question:** I have two questions regarding the requirement in Section 3.5.1:

    "Hand-signed letters of authorization must be submitted with Vendor's proposal. Failure to supply the letter may result in elimination of the related product from the solicitation process."

    a. Our vendors usually supply us a PDF file of their signed Letter of Authorization on the vendor's letterhead. We can include images of these letters in our Word document (both hard- and soft-copy), and we can also include the PDFs of these letters on the accompanying thumb drives. Would this be acceptable?

    b. Do the letters need to be addressed to Texas DIR, or would "to whom it may concern" or similar generic addressee be acceptable?

    Answer: Manufacturer / Publisher authorization letters must be hand-signed, submitted in hard copy and certify that Vendor is an authorized reseller of Manufacturer's/Publisher's products to the agencies and political subdivisions of the State, and may sell such products

under the terms and conditions of the DIR Contract, in support of Vendor's proposal to state agencies, higher education, K-12 independent school districts, local governments and entities of other states that have entered into Interlocal agreements utilizing DIR's Cooperative Contracts (RFO Section 3.5.1). It is not a requirement that the letters be addressed to Texas DIR.

39. Question:

a. Will generic Manufacturer Certification Letters suffice, or do they need to be specific to DIR-TSO-TMP-225?

Answer: See also answer to Question #38.

b. It is customary that the Manufacturers/Publishers release new pricing, part numbers, products, etc., on a monthly basis. Can DIR provide more information on the update process?

Answer: See Bid Package 4, Terms and Conditions, Section 8, G – Changes to Prices.

c. Regarding Section 3.5.1 and the Manufacturer Certification Letters requirement, is a screenshot or similar proof of ability to sell from the Manufacturer/Publisher's website or portal acceptable as a Manufacturer Certification Letter?

Answer: No. See answer to Question #38.

d. Regarding Section 3.5.1 and Manufacturer Certification Letters requirement, is it mandatory that the Manufacturer Certification Letter be addressed specifically to the State of Texas and reference DIR-TSO-TMP-225?

Answer: No. See also answer to Question #38.

e. Regarding Section 3.5.1 and Manufacturer Certification Letters requirement, is it mandatory that the Manufacturer Certification Letter be supplied as part of the response to the solicitation, or may this be supplied during the negotiation phase?

Answer: Yes, the letter must be supplied as part of the response to the solicitation. See answer to Question #38.

f. If a software Vendor creates a new SaaS offering after the original submission date, will Proposers be able to add this new solution in support of its original software products?

Answer: See Bid Package 3, Sample Contract, Section 3, regarding addition of products.

g. If a Manufacturer/Publisher does not currently have a SaaS offering, but releases a SaaS offering in the future, and this new SaaS offering is offered at the same discount, can a Manufacturer complete the SaaS Questionnaire at a later date?

Answer: The SaaS Questionnaire is to be completed for products submitted in its response to the RFO.

40. Question: Will DIR allow for the addition of authorized resellers to utilize on the awarded DIR contract?

Answer: Yes, resellers can be added or changed as needed.

41. Question: With regard to the requirement for "Manufacturer Certification Letters" meeting the requirements of Section 3.5.1 of the RFO, we manufacturer our SaaS solutions. As such, would a hand-signed letter stating that we are a manufacturer of products and sell directly to customers through a Co-op contract" fulfill this requirement?

Answer: If you are the manufacturer, no letter would be required.

42. Question: Within section 3.5.1, Authorized Vendors, number 3, the DIR is requesting "hand-signed letters of authorization". In past RFO responses, the DIR has accepted scanned and printed copies of the hand-signed letters within the one signed original copy submission.

Is the DIR expecting each vendor to deliver a wet signature for each vendor's letter of authorization? Furthermore, will the delivery of a scanned letter result in a dismissal of the product line? Our company wants to make sure to properly understand this requirement.

Answer: See answer to Question #38.

43. Question: Please confirm if Manufacturer / Publisher authorization letters must be hand signed and submitted in hard copy? Is DIR requesting wet signatures with submissions or will a scanned Letter of Authorization (LOA) suffice?

Answer: See answer to Question #38.

44. Question: What guidelines should be used for crafting the letter of authorization? Is this the same as the manufacturer Letter of certification listed in Section 3.7.3?

Answer: See answer to Question #38.

45. Question: I have another question regarding this RFO if I may. We will be proposing to resell a long list of software as a reseller, is it permissible to group the software into "families" of products and provide pricing discounts on the "families" of products rather than listing the hundreds of options out individually?

Answer: Yes, it is permissible to group the software into "families" or "categories" of products and provide pricing discounts on the "families" of products however, you must include a representative sample of products under each "Family" description, including a Firm Fixed Price for the listed products.

46. Question: **Reference:** RFO Section 2.1–Products and Section 2.2 – Related Services, Bid Package 2.

a. **Question**: The Pricing Sheet description in RFO Section 2.1 states, "A representative sample of products offered should be included in the spreadsheet titled 'Pricing Sheet.'" The instructions in the Bid Package 2 on the Pricing Sheet tab state similarly: "A representative example of products/services/training is provided in the tables below."

We interpret from these instructions that the bidder is **not** required to provide a complete list of all software products that they are offering under the proposed contract. For example, a bidder would not be required to list all products/SKUs listed on the bidder's GSA schedule. (Please note that our GSA schedule contains thousands of SKUs and changes on a regular basis.) Likewise, we interpret the RFO and Pricing Sheet instructions to mean that we may bid a representative sample of our product training courses rather than having to list the entire course catalog in the RFO response.

Answer: You are correct. See answer to Question #45.

Reference: RFO Section 2.1 – Products and Section 2.2 – Related Services, Bid Package 2 (Pricing Sheet)

b. **Question**: The pricing for software under our current DIR contract is based on our GSA schedule for all products and maintenance/support offerings included in our GSA schedule plus a defined discount for certain other software categories not included on the GSA schedule. Will bidders be allowed to bid a similar pricing approach in response to the RFO?

Answer: See answer to Question 45. Although there are similarities between DIR RFO Pricing strategies, each RFO Pricing Sheet must be answered/completed according to the directions provided.

Reference: RFO Section 2.2 – Related Services, Bid Package 2 (Pricing Sheet)

c. **Question**: May bidders propose Related Services based on an hourly labor rate for a given labor category?

Answer: Yes, provided the Services are related to a submitted software product / family.

47. Question: We are responding to the Software, including Software as a Service, Products and Related Services RFO and I had a question on Bid Package 2. It specifies that the administrative fee of 0.75% shall be used. In calculating the pricing. Does that mean that the DIR discounted Price would be MSRP- 7% (not including fee) and then the Firm fixed price would be the price including the .75%?

Answer: Although final pricing to DIR customers will include the .75% Administrative Fee, Bid Package 2 instructions clearly state that for purposes of the RFO, the Administrative Fee of .75% is **not** to be included in Vendor's Bid Package 2 Pricing response.

48. Question:

a. Under RFO Section 1.2.2, page 2 - Texas Government Code. Software is defined as a commercially available program that operates hardware and includes all supporting documentation, media on which the software may be contained or stored. Our experience is that when customers are given a choice of software delivery being media and hard copy documentation or electronic delivery, the most frequent choice is electronic delivery. Will the state consider revising this RFO to allow electronic delivery rather than hard copy delivery? If not, will the state waive this requirement for the delivery of SaaS?

Answer: It is not DIR's position that Bid Package 1 - RFO Section 1.2.2, prohibits the delivery of software by electronic means. Electronic delivery is acceptable.

b. Under RFO Section 3.5.1 Authorized Vendors – 3), page 11 – This vendor's RFO response will represent multiple software publishers with different fulfillment strategies. For some, this vendor anticipates selling directly to Customers, for software publishers, we will sell through Order Fulfillers. Under sub-bullet 3), is it acceptable to the state to be both a dealer/reseller and have authorized Order Fulfillers?

Answer: Yes.

c. Bid Package **2 – Firm Fixed Product Pricing, Excel -** While this vendor is able to respond with pricing listed as a discount off MSRP or List Price, the best method for achieving software volume pricing would be to incorporate into this Request for Offer, pricing as available on the contractor's GSA Schedule prices. This incorporation would

allow resellers to leverage the deepest discounts normally available to the federal government only. Will the state consider this as an amendment?

Answer: Yes, but you will still need to complete the Bid Package 2 pricing information with GSA pricing information and not just note in accordance to GSA pricing.

d. Bid Package 2- Firm Fixed Product Pricing, Excel – Vendor anticipates an RFO response with multiple software publishers. Does the state have a preference that each software publisher should be listed on their own pricing sheet, or does the state prefer that all manufacturers be listed under the four category descriptions (Software Description, SaaS Description, Related Services, and Optional Description)?

Answer: No preference.

e. RFO, Section 2 Scope 2.1 Products Pricing Sheet, page 6 states a representative sample of products offered should be included in the pricing sheet. However, Section 3.7.3.4) page 15, states "vendors shall provide specific pricing for the brands and products applicable to their response." Please confirm that the State is requesting a representative sample, only, of pricing for evaluation purposes. For example, if a manufacturer provides a uniform discount across their brands or services, can our response to this question be a single line item – "ABC Software – All brands – Customer Discount 10%"?

Answer: Yes, if a Vendor provides a uniform discount across their brands or services they could respond with a single Customer Discount % however, the Vendor would still need to provide a representative sample of the products offered under the RFO, including the Firm Fixed Price for those products.

f. RFO, Section 3 General Information, 3.7.3 Bullet 4), page 15 – Firm Fixed Product Pricing: If a vendor is bidding a discount off of MSRP (or List price) is it necessary to offer Firm Fixed Price (FFP) as well? If so, does (FFP) mean the price is static for the life of the contract?

Answer: Yes, it is necessary to offer a Firm Fixed Price (FFP) as well. The FFP is static until such time as the Vendor and DIR agree to amend prices available under the contract or the contract is renewed / terminated, whichever comes first.

49. Question: Are specific SKUs to be listed on Bid Package 2? In order to provide a firm fixed price, individual list price by SKU will need to be provided.

Answer: Specific SKUs will need to be provided for the representative sample provided in Bid Package 2 pricing.

50. **Question:** Bid Package 2. It was stated during the vendor conference that vendors could include pricing for "classes" of products. No definition was provided for classes or instructions on how to price for multiple products within a class. Please clarify.

Answer: Vendors may provide an entire list or a representative sample of the products they are offering under the RFO. Should a Vendor provide a representative sample of different products within product lines / families, they are encouraged to group said products according to similar characteristics, according to the Vendor's own classifications.

51. Question: Please find the following questions on the subject RFO.

a. RFO Para. 3.7.3-4) and Bid Package 2 Instructions: We propose slight modifications to the Bid Package 2 Pricing Sheet as indicated in the attached sample. We offer two product lines (Catalina Media Server and TacitVIew), each with multiple add-on feature and bundle options, and in addition to the MSRP, discounted price and FFP, we offer tiered volume discounts based on quantities purchased. In order to avoid a single very long and cumbersome pricing sheet, we propose to group the volume discount tiers on separate sheets/tabs in the spreadsheet workbook as shown in the attached sample. Also note we added a column for our product code. Please advise if this is acceptable.

Answer: The use of separate sheets/tabs to present volume pricing discounts is acceptable. The addition of a column to present a product code is acceptable.

b. RFO Para. 3.7.3-4): Regarding the MSRP sales price list, can you please clarify the requirement for "published" and "available to and recognized by the trade"? Does this mean the published commercial price list must be publicly available, i.e. posted on a public website? We have a published commercial price list but the list is not publicly available; we provide it to government customers upon request, and to commercial customers who sign a non-disclosure agreement. This practice is customary in our trade. We will provide our published commercial price list to Texas DIR as part of our response. Please advise if this is acceptable.

Answer: MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable (Bid Package 4, Section 8 – Pricing, Purchase Orders, Invoices, and Payments). In addition, Vendor should review Bid Package 4, Section 7, E, Internet Access to Contract and Pricing Information for information on public disclosure of pricing information. A price list used for the purpose of the RFO must be "available and recognized by the trade."

52. Question: Bid Package #2 – Please confirm that the MSRP remains constant and that DIR is evaluating price based on the discount offered by product family for both DIR Discount

% off MSRP and DIR Discount % off MSRP for FFP. Vendor is concerned that if each unique price is required, 1000's of line items will be reproduced, each with the same fixed discount percentage. Vendor recommends that column the MSRP column remains constant or locked so that DIR can evaluate the pricing based on discounts by product family or category. We have attached a sample submission of your pricing template with our scenario outlined under the Software Description Section.

Answer: Vendor may present its products in Bid Package 2 at Vendor's discretion however, Vendor must provide a representative sample of its products if Vendor intends to group similar products. Whether Vendor's product MSRPs are constant is a matter for each Vendor to decide however, Vendor's submitted pricing information, including listed Discount % off MSRP and Firm Fixed Pricing are constant for purposes of evaluating Vendor's proposal.

53. Question:

a. To confirm that Vendor (with an existing DIR agreement) is eligible to submit a response offer.

Answer: An existing contract would not preclude a Vendor from responding to this RFO.

b. Are the products and pricing to be offered based upon current commercial rates and are not limited to the current contract discounted rates

Answer: Vendors may determine the prices they offer in this RFO independent of current DIR contract rates however, keep in mind part of the negotiation includes looking at what discounts are currently offered on DIR contracts.

c. That Vendor can supplement the terms of the proposed Agreement regarding our subscription offering if necessary.

Answer: This would depend on the terms you would want to supplement. In no way can additional terms weaken or diminish DIR terms and conditions and DIR is not obligated to accept any supplemental terms proposed by a Vendor.

d. That Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies. Are the three requested references required to be from within the state of Texas, or can one or all provided references be allowed from outside the state of Texas?

Answer: DIR does not restrict Vendor reference selections but would prefer in-state references.

54. Question:

a. Package 2 states, *"Vendors may not propose a range of discounts for a product (e.g., 0% - 99%)."* With a SAAS offering, multi-level discounts are given based on a number of subscribers. For example, 1-30 subscribers = a 10% discount, 31-100 subscribers = a 20% discount, and 101-200 subscribers = a 30% discount, etc. How does DIR propose a vendor provide pricing with these type of multi-level discounts for the same product?

Answer: Vendor's may propose appropriate volume discounts: For example, 1-30 subscribers = a 10% discount, 31-100 subscribers = a 20% discount, and 101-200 subscribers = a 30% discount, etc. as separate line items.

b. Section 3.5.1 Authorized Vendors states, *"Vendors who respond to this RFO must be one of the following: 1) Manufacturer or publisher of a product who will sell directly to Customers through a Co-op Contract".* If the Manufacturer intends to sell directly to Customers ***without*** dealers and/or resellers, is a Manufacturer Certified Letter still required?

Answer: No.

55. Question:

a. Can we submit multiple products on one RFP response or do we have to do a separate submittal for every product offering? We could certainly include specific information on each product such as the pricing template and the SAAS questionnaire.

Answer: One RFP response may contain multiple products.

b. If we can submit multiple products on one response, will they get approved or rejected individually or as a single offering? I would not want to have all products rejected because one product was not considered worthy of the DIR award.

Answer: Vendors responding to the RFO with multiple products may be awarded contracts that do not include all products offered. Products would be viewed as stand-alone line items.

c. In the RFP, the instructions indicate we will only need to include a representative sample of products on the pricing sheet. I interpret this to mean we will have the major categories of software included on Bid Package 2 and a few actual titles in each category. What do we need to do to make the full list of products available through a Contract? I assume we can update this list over the life of the DIR contract as the manufacturer updates their product catalog. Please confirm.

Answer: Correct, the Vendor only needs to provide a representative sample of products however, if Vendor submits different categories / families of products, a representative sample of products for each category / family should be provided. Changes to Vendor's product offerings during the term of its Contract are determined by the Scope of the RFO, and the terms contained in the Contract and the Standard Terms and Conditions.

56. Question: Here is a list of questions regarding the current DIR RFO that we need help answering.
a. How will DIR differentiate SaaS providers between product categories for example: CRM or Asset Management or ITFM?

Answer: Vendors should provide their own categories as they see fit. This would be considered a business model /plan and could vary by vendor.

b. Fifty percent of consideration to the RFP is along Price, again, each service provider tries to justify pricing based on product differentiation. As such how will the State be categorizing SaaS products to allow for differentiation?

Answer: DIR cannot answer this question, which depends on the number and type of SaaS products offered in response to the RFO. See also answer to Question #56(a) above.

57. Question: How should resellers of multiple vendors / manufacturers manage the MSRP on the large number of products in our portfolio?

Answer: Bid Package 2 – Software Pricing Template and Bid Package 1, Section 2.1, request Vendor to provide a "Representative Sample" of products. For those Vendors responding with a large number of sample products it is suggested that these products be grouped where possible according to a common characteristic. The MSRP or List Price must be provided for the products listed.

58. Question: How do we deal with new products after the award of a contract? Is a Vendor only allowed to offer the products submitted with its RFO response?

Answer: Provided the "new" products are within the Scope of the RFO (Section 2.1) and not excluded (Section 1.2.7 and 1.2.8), a Vendor could request an Amendment to their Software contract in order to add new products into categories originally submitted in their response. There is however, no guaranty that an Amendment to the contract would be approved. Vendors are encouraged not to rely on the DIR Amendment process to add products that could have been included in their original response to RFO DIR-TSO-TMP-225.

59. Question: What happens if multiple Partners submit bids for the same software offering?

Answer: Each response to the RFO will be evaluated according to the Evaluation Criteria specified in RFO Section 4.2. DIR reserves the right to award in any matter deemed to be in the best interest and providing the best value to the state.

60. Question: After reading through all of the documentation, it sounds as if you are asked for proposals for SaaS products to be included in the DIR contract that state agencies can shop from without having to go out for bids themselves. Can you let me know if I'm correct about that?

Answer: You are correct. See Bid Package 1, Sections 1.1 Purpose and 1.2 Background.

61. Question: We are currently on a DIR Contract for the ERP Software and Related Services contract through Saxiom LLC, but this Software as a Service, Products and Related Services seems like it is exactly the right category for us. We are in discussions with several agencies to win our first opportunity under the current contract. We would to respond to the new RFO as well. Would that be appropriate?

Answer: Being a current DIR contract holder does not preclude a vendor from responding to this RFO. Vendors offering Software, including Software as a Service, Products and Related Services are encouraged to respond to RFO DIR-TSO-TMP-225.

62. Question: Regarding Section 3.7.3, in order to cut down on the length of the response, is it acceptable to provide Software License Agreements/SaaS License Agreements and/or Service Agreements via a hyperlink?

Answer: No, all Software License Agreements/SaaS License Agreements and/or Service Agreements must be included in the response and on appropriate thumb drives in an editable format (e.g. Microsoft Office Word / Excel). Bid Package 1, Section 3.7.2 and 3.7.3(8).

63. Question: On the reference forms to be sent to previous clients – it asks for us to enter the appropriate Software/SaaS Product/Services Category. Is this just an industry classification such as 'Business Intelligence or Business Process Management'; or, is it from a specific industry code/category list or other predefined list used by DIR?

Answer: It is just an industry classification and does not request a specific industry code/category.

64. Question:

a. When comparing similar software offerings from competing vendors, how many selected offers is the Department expected to retain for the Co-op Contracts Program?

Answer: DIR expects to award multiple contracts to Vendors with Software and SaaS products. There are not set numbers as to how many similar products may be awarded. DIR's standard practice is to determine "competitive range".

b. Is DIR able to provide a list or direct interested vendors to a list of those Software and SAAS products which are about to expire?

Answer: The DIR website is fully searchable by Vendor and product type.

c. "DIR anticipates a contract term of one year with three, one-year optional extensions exercised by DIR at its discretion". Will there be additional RFO's issued during this time to allow vendors to submit additional new software offerings?

Answer: The DIR website page for Current Contracting Initiatives lists future DIR RFOs http://dir.texas.gov/View-Information-For-Vendors/Current-Contracting-Initiatives/Landing.aspx. DIR does not anticipate additional software RFO's to be issued until awards made under this solicitation will be nearing expiration.

d. Will a list of attendees and their company names from Wednesday's Vendor Conference Webinar be made available?

Answer: Yes, the information was published in Addendum #1 to this RFO.

65. Question: If offering Software as a Service (Saas) products, will the Bid Package 2 – Pricing Template be modified so that the appropriate pricing information be entered? For instance, SaaS does not have a COTS type cost associated with it.

Answer: If it is decided there is need, any modification of the Bid Package 2 – Pricing Template will be done by an Addendum posted to the ESBD.

66. Question:

a. If the manufacturer is responding to the bid with "Software" products only and not "Software as a Service" product, is Bid Package 7 still a requirement? The "Security" and "Hosted Implementation" sections of Bid Package 7 will not apply to our software.

Answer: Bid Package 7 only needs to be completed by Vendors submitting SaaS products for consideration by DIR. A Vendor should however, indicate that they are not submitting any SaaS products in their response.

b. Can Advanced Traffic Management software be added to this contract?

Answer: Yes, provided the software does not otherwise fall under an exclusion listed in Bid Package 1, Sections 1.2.7 or 1.2.8 of the RFO.

67. Question:

a. As a reseller of these products, is the expectation that we are responsible for supporting the purchased products/services or the vendor (i.e. Google)?

Answer: Vendor may offer to sell any products and related services within the scope of the RFO.

b. Would the SaaS vendor (i.e. Google) be responsible for completing the SaaS Questionnaire (Bid Package 7)?

Answer: The Vendor responding is responsible for including a completed SaaS Questionnaire for each product / product family that Vendor intends to offer under the RFO.

c. We would like to request a Break out of dollars spent per publisher across the State Agencies/Education.

Answer: DIR cannot answer this question without the specification of a time period for the request and submission of an Open Records Request. This information could possibly be available on the DIR Open Data portal at http://www.texas.gov/en/Connect/Pages/open-data.aspx.

d. We would like to request a Break out of dollars spent per agency/ education on software, SaaS, services related to software.

Answer: See answer to Question #67 (c) above.

e. If we are proposing the terms and conditions from an already-negotiated DIR contract, does the exceptions table need to be completed?

Answer: Yes, the exceptions table for this solicitation would need to be completed to be considered. Because terms have been negotiated and accepted in the past does not guarantee the same terms will be accepted.

f. Can a reference be a Texas state agency or school that has procured one of the products on the excluded list, i.e. Microsoft?

Answer: Yes.

68. **Question:** Can Vendors provide the responses to detailed questions in Bid Package 7 on a separate page(s) in order to keep the provided table easy to read?

    Answer: Yes, provided the response clearly identifies the detailed question it answers.

69. **Question:** Is there any way that DIR can solicit a reference from an agency if they state it's not their policy? If they won't provide references how can we respond to DIR requirements?

    Answer: No, DIR cannot solicit a reference on behalf of a Vendor.

70. **Question:** Does the Reference need to be Software Specific if Vendor submits more than one Software Package.

    Answer: References need not be Software Specific however, Bid Package 5 Software Vendor References does ask whether the reference has purchased Software, SaaS or Related Services from the Vendor.

71. **Question:** **Reference:** Bid Package 6 – PDAA Questionnaire
    a. There are several website links provided on the FAQs tab of the PDAA questionnaire for additional information. However, these links do not point to an active web page (Error 404). Can you provide updated links for the referenced online resources?

    Answer: Yes, the web links were corrected as follows in Addendum #3 to the RFO:

Published Bid Package 6 Website Links		Updated Bid Package 6 Website Links
PDAA Maturity Model (http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/EIR%20Accessibility/PDAA_Maturity_Matrix.pptx)	**FAQ #4**	PDAA Maturity Model (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)
PDAA Maturity Model (http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/EIR%20Accessibility/PDAA_Maturity_Matrix.pptx)	**FAQ #6**	PDAA Maturity Model (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)
Additional information can be found on the PDAA web pages. (http://www2.dir.state.tx.us/management/accessibility/tools/Pages/ProcurementTools.aspx)	**FAQ #7**	Additional information can be found on the PDAA web pages. (http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement)
PDAA Maturity Model (http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/EIR%20Accessibility/PDAA_Maturity_Matrix.pptx)	**FAQ #10**	PDAA Maturity Model (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)

Additional information can be found on the PDAA web pages. (http://www2.dir.state.tx.us/management/accessibility/tools/Pages/ProcurementTools.aspx)	**FAQ #16**	Additional information can be found on the PDAA web pages. (http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement)

Reference: RFO Section 3.3.1 – RFO Schedule
b. Due to the complexity of the RFO and the schedule for answers to questions to be posted by March 18th, will DIR consider an extension to the due date?

Answer: Addendum # 3 extended the Due Date for submissions to April 14, 2015 at 2:00 p.m. At this time, DIR does not contemplate another extension. Any changes to the due date will be posted in an Addendum to the RFO on the ESBD.

Reference: RFO Section 3.3.1 – RFO Schedule
c. We have submitted several questions about how the Pricing Sheet is to be completed. Depending on how DIR responds to these questions, bidders may have to deal with a significant increase in the effort required to provide pricing for the proposed software products, for example if DIR requires that a comprehensive price list of potentially thousands of products be provided with the RFO response.

To allow bidders adequate time to prepare their responses, will DIR respond to questions of this nature early and not hold these responses until the March 18 deadline? If this request cannot be accommodated, will DIR extend the response due date to allow bidders to react to the additional information made available on March 18?

Answer: Addendum # 3 extended the due dates for posting answers to submitted questions to March 31, 2015 at 4:00p.m. and responses to April 14, 2015 at 2:00 p.m. At this time, DIR does not contemplate another extension. Any changes to the due dates will be posted in an Addendum to the RFO on the ESBD.

Reference: RFO Section 3.3.2 – Vendor Conference
d. Will the Vendor Conference be recorded and available for replay? If not, will a transcript be posted?

Answer: The Vendor Conference was not recorded and thus, is not available for replay. A copy of the PowerPoint presentation was included in the posted Addendum #1.

72. **Question:** We have a SaaS product and are interested in bidding for this RFO. During the webinar today, I noticed that the 3 vendor references must provide reviews of our services over the past two years. Would we be disqualified if we don't have the 2 years of service? We've been in business for just over a year now.

Answer: No, the lack of 2 years of service would not automatically disqualify your response to the RFO but could have an impact on the reference scoring.

73. **Question:** Format – General question of format of response. Are bidders allowed to submit RFO responses in their own MS Word template or are bidders expected to use the bid package materials and fill out each section and respond to each question and send to DIR in binders and on thumb drives?

    Answer: Vendors are required to respond to the RFO in the Format requested, using the forms provided. Vendors may supply supplemental information to support their responses where appropriate.

74. **Question:** Can a manufacturer be on a reseller contract and their own DIR contract or only one contract? Does DIR prefer a contract with the manufacturer or the reseller?

    Answer: A manufacturer could be on a reseller's contract and their own DIR contract. DIR does not have a preference between the manufacturer and the reseller. Responses are evaluated according to the criteria specified in RFO Section 4. Evaluation, Negotiations, and Award.

75. **Question:** Are vendors disqualified if they do not provide specific mark-ups to the State of Texas contract included with this proposal, or is a general mark-up that we agree subject to execution of a mutually agreed upon contract that may include marked terms, acceptable?

    Answer: Vendors that do not take exceptions, by completing item 16 of Appendix A, Bid Package 1, indicate to DIR that they do not have any exceptions to Bid Package 3 & 4, the Contract Template and the Standard Terms & Conditions for Product and Related Services Contracts. Vendors are not disqualified if they do not provide specific mark-ups however, they forfeit their ability to negotiate exceptions to the listed contract documents.

76. **Question:** Can DIR supply a definition of Work Product?

    Answer: Yes, see Bid Package 4, Section 5 – Intellectual Property Matters, A. Definitions a. "Work Product".

77. **Question:** Will the DIR please consider a two week extension for the RFO submittal deadline?

    Answer: Addendum # 3 extended the Due Date for submissions to April 14, 2015 at 2:00 p.m. At this time, DIR does not contemplate another extension. Revisions to the RFO Schedule (Section 3.3.1) are made through Addendums posted to the ESBD.

78. Question:

a. When compiling the final document are we required to use the templates provided for each bid package (including title pages)? Or are we just required to include all the information that the bid package templates lay out in a format that makes sense?
I.e. when completing Appendix 1, do you need to see the question and the answer? Or can we just submit numbered answers?

Answer: Vendors are required to utilize the templates provided.

b. Are we required to compile all the bid packages into a single file for submission of the electronic copies? Or can we submit with the bid packages separate in a single folder, similar to how they were supplied?

Answer: Vendor may respond either way.

c. Where do I find the executed offer sheet?

Answer: DIR cannot respond to this question as it does not reference a specific Bid Package or Section of a Bid Package document.

d. Can we exclude bid package 7 if we are not listing any SaaS products? Or should we include it with N/A on it?

Answer: See answer to Question #66(a).

e. Do the references have to be in the state of Texas?

Answer: No, but it is preferred.

f. Can the references include companies in the private sector?

Answer: Yes.

g. How do we have to host the public facing site that lists all of our prices and discounts? Does it have to be indexed by search engines?

Answer: See Bid Package 4, Section 7, E, Internet Access to Contract and Pricing Information for information on public disclosure of pricing information. Vendor does not provide enough information for DIR to respond to its question on indexing.

h. What exactly is need with Dun and Bradstreet? Do we just need a number or is more information needed?

Answer: Vendor must provide a Dun and Bradstreet D-U-N-S number for the financial review done during the Administrative Review of responses.

i. In Section 10 P in the Standard Terms and Conditions, there is an obligation for the Vendor to "comply" with the United States Department of Homeland Security E-Verify system. A foreign company cannot register and directly participate in the E-Verify system. Is it sufficient that the Vendor's compliance is equivalent to the spirit and intent of the E-Verify system? We are seeking clarification of what it is meant by "comply".

Answer: The Vendor must "comply" as that term is interpreted by the United States Department of Homeland Security.

79. Question:

a. What is Appendix E?

Answer: DIR cannot answer this question without a reference to a specific Bid Package and Section.

b. Please explain the contract term? Is it how long the solutions are available for purchase or is it the standardized length of service available for purchase?

Answer: The contract term is expected to be one year, with the possibility for three (3) one year renewals. For example, a contract executed on April 1, 2015 would have an End date of April 1, 2016, but an Expiration date of April 1, 2019, allowing for the optional three (3) one year renewals..

c. In reference to Appendix A, Section 5 (B), who should Venders contact at DIR to complete patent assignments with the USPTO and Library of Congress if Vendors decides against taking an exception to this section assigning ownership of pre-existing intellectual property?

Answer: DIR cannot answer this question without additional information and then it would be directed to DIR's Office of General Counsel.

d. What interest of the State does it serve to require a waiver of Moral Rights?

Answer: For Vendor to acknowledge the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any

modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

e. In Appendix A, Section 5 (G), what is the definition of "materials" here? Does this mean that servers that were used for virtual machines must be shipped to the State?

Answer: Appendix A, Section 5 (G) is reproduced below:

> **G. Return of Materials Pertaining to Work Product.**
> Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

In this context, "materials" would be documents and things pertaining to the Work Product, that are not drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents. These "materials" would be related to Work Product. "Work Product" is a defined term in Bid Package 4, Section 5, A, (1) Intellectual Property Matters, Definitions.

f. In Appendix A Section 5 (I), doesn't Section 5(I) conflict with Section 5 (B)? Doesn't Section 5(K) conflict with Section 5(B) as well? Is the intention that only perpetual licensees and ownership of Intellectual Property may be sold and that term, subscription, or software as a services licenses may not be sold?

Answer: DIR cannot answer whether the referenced sections are in conflict without specific information. DIR does not believe the sections as written, are in conflict. It is not DIR's intention that only perpetual licensees and ownership of Intellectual Property may be sold, and that term, subscription, or software as a services licenses may not be sold.

g. In Appendix A, Section 5(L), how can Vendor develop for itself and for others competitive materials without infringing the Intellectual Property that it just transferred to

the State? (Note: License back purports to limit license to Vendor selling to Customers as defined term meaning the Customers identified by the State.)

Answer: DIR cannot answer hypothetical questions with regards to the application of Appendix A to Vendor's development decisions.

h. In Appendix A, Section 7 (E) (5), can Vendor restrict the use of crawlers and robots on the website required by Section 7?

Answer: To the extent Vendors restriction on the use of crawlers and robots on the website required by Section 7 (E) (5) conflict with the Terms and Conditions specified in Bid Package 4 - Appendix A, then no.

i. In Appendix A, Section 7 (H), is the expectation that Vendor will display the DIR logo at all conferences where a Texas employee might attend even if the State has not requested attendance at that particular conference? Can the Vendor seek expense reimbursement for attendance at conferences at the direction of the State?

Answer: Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers, not employees, will attend. Vendor understands and agrees that participation at trade shows, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence.

j. Is the DIR Administrative Fee limited to the 0.75% fee or is there an additional fee for contracting and negotiating expense?

Answer: Unless changed in accordance with the Contract and Appendix A, Terms and Conditions, the Administrative Fee is fixed at 0.75%.

k. In Appendix A, Section 9 (B) (2), are monthly reports due before any sales have been made?

Answer: Monthly sales reports are due whether or not Vendor has sales under its DIR contract.

l. In Appendix A, Section 10 (N) (3), is owned auto coverage required even if Vendors owns no owned vehicles?

Answer: Yes. Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles used in the business.

m. In Appendix A, Section 10 (Q), doesn't the prohibition on public disclosures conflict with the requirement to have a website for pricing for DIR?

Answer: No.

n. In Appendix A, Section 10 (S), is the expectation that secure erasure of hard disks will occur at the end of SaaS delivery without expense, or may Vendor charge a fee for this additional service? Does this fee need to be included on Vendor's price sheet?

Answer: The referenced Appendix A, Section refers to Managed Services equipped with hard drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.), which are outside the Scope of this RFO.

o. In Appendix A, Section 11(B) (6), how does the Customer retains all rights under the contract even after termination for any reason? Is Vendor expected to continue providing service after termination?

Answer: Appendix A, Section 11(B) (6) does not refer to Customer rights retainage.

p. To allow for an apples to apples comparison of price quotes, is there a way that DIR can standardize the price table by making it based on some criteria like number of users? To make the implementation costs comparable across a number of applications, should they be based on an hourly rate of the labor to implement or some other criteria?

Answer: Bid Package 2 contains instructions for completing the Pricing Spreadsheet. Vendors are encouraged to propose additional education or volume discounts. Unless otherwise stated, product prices are submitted for a sales quantity of one.

q. Can Texas DIR share the list of attendees from the Webinar held on Wednesday, 3/11? Where/how would vendors access the list?

Answer: Yes, the requested information was posted to the ESBD as Addendum #1 to this RFO.

r. Given the broad scope of the RFO will DIR please allow for a second round of questions?

Answer: DIR does not anticipate a second round of questions. Any changes to the RFO schedule will be posted in an Addendum on the Texas ESBD.

80. Question:

a. Section 3.7.2, bullet 3 on page 14 indicates that two thumb drives containing copies of the complete response are to be submitted. However, the checklist in item 20.A, fifth row, on page 23, indicates one thumb drive containing a copy of the complete response is to be included. Is there one thumb drive required or are there two thumb drives required containing complete copies of the response?

Answer: The discrepancy was corrected in item #1 of this Addendum #4. Two thumb drives containing copies of the complete response are requested.

b. Section 3.7.2, on page 14 lists 5 thumb drives total to be submitted. In addition to having the vendor's name clearly marked on the thumb drive, how should the vendor mark each thumb drive to indicate what material (i.e. complete, copyrighted materials, redacted, etc.) is on which thumb drive?

Answer: Vendor should mark as appropriate, each thumb drive as complete, copyrighted materials, confidential/proprietary, redacted.

81. Question: **(**Appendix C; Section 2, p.29) During the course of this contract, what will be the process for adding/subtracting HUB subcontractors? What will be the process for adjusting the percentage of work to HUB subcontractors, should the needs of individual statements of work necessitate changes?

Answer: Typically, HUB subcontractor changes are accomplished by providing a revised HUB plan to DIR for review. Upon DIR approval of the changes, the new HUB plan is published to the DIR website.

82. Question: Can you tell us how much ($) was sold under the previous Software RFO?

Answer: Approximately $49,251,000 in Fiscal Year 2014 (RFO Section 1.2.6).

83. Question: Can you clarify the Managed Print Services versus Managed Services designation and how it affects existing contracts?

Answer: Managed Print Services was revised to Managed Services by Addendum #1 to the RFO.

84. Question: Does a HUB Subcontracting Plan need to be submitted even if no subcontractors are to be used?

Answer: Yes.

85. Question: Is there a possibility for an extension?

Answer: Addendum # 3 extended the Due Date for submissions to April 14, 2015 at 2:00 p.m... At this time, DIR does not anticipate another extension.

86. Question: How do we include Certified Partners in our response? What obligation do they have if included.

Answer: Depending on the meaning of "Certified Partners", obligations may include, but are not limited to the following: RFO Bid Package 1, Appendix A, item 20 – Statement of Compliance, item 5 of Appendix B and Appendix C - HUB Subcontracting Plan.

87. Question: Can you provide DIR's definition of Managed Services versus Software as a Service.

Answer: Managed services for software is limited to software configuration management, patches, automated distribution, imaging creation, and imaging implementations. Software as a Service means software that is owned, delivered and managed remotely by one or more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics. The Customer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

88. Question: Are all vendors that receive a score, say above 75%, chosen as a qualified vendor?

Answer: No, they would not be automatically chosen if qualified. Vendors who are selected for negotiations are typically determined by competitive range. There is a difference between whether a responding Vendor is qualified (Bid Package 1, Section 3.5) and their evaluation score.

89. Question: Does DIR have a preference for businesses that are MBE or SBE registered?

Answer: No. DIR's HUB program establishes goals for Texas certified HUBs.

90. Question: When providing Standard License and/or Service agreements, is it sufficient to include a blanket statement accepting DIR's Terms and Conditions in bid packages 3 & 4?

Answer: No, Vendor must provide any Software and/or SaaS License Agreements, and/or Service Agreements, it intends to incorporate into its contracts with DIR.

Addendum #4

91. Question: Is the Comptroller of Public Accounts Vendor Identification Number the same as our EIN/Tax ID Number? If not, where do we find this number?

Answer: The Texas Comptroller of Public Accounts Vendor Identification Number may be different from Vendor's EIN/Tax ID Number.
https://fmx.cpa.state.tx.us/fmx/tins/index.php.

92. Question: In RFO Section 2.2, DIR's definition of "related services" is expansive however, DIR's definition of "Managed Services" is restrictive, can DIR provide additional guidance on what is or is not allowed as a related or managed service under this RFO? For example, does DIR consider the following to be a "related service", a "managed service", or not applicable to this RFO: *Establishing a service level agreement for active monitoring, enhancement and maintenance of an installed software product.*

Answer: Both Managed Services and Related Services must be provided in conjunction with Software, including SaaS, sold or licensed through a contract entered into as a result of this RFO. Related services are any value-added service that Vendor may perform as related to the products proposed in RFO Section 2.1. Related services include but are not limited to product installation, maintenance and support, managed services and product training. Managed services for software is limited to software configuration management, patches, automated distribution, imaging creation, and imaging implementations. Any Vendor offering product-related services must submit a description of those services and the related pricing in the Excel spreadsheet attached as "Bid Package 2".

If the Vendor does not sell the "installed software product" under Section 2.1 of this RFO, the service **would not** be considered a related service according to Section 2.2 of the RFO. Software that is already loaded on an appliance that requires a bundled purchase is not within the Scope of the RFO.

END OF ADDENDUM #4