



Texas Department of Information Resources

Department of Information Resources

Request for Offer

DIR-CPO-TMP-579

Information Technology Staff Augmentation Contract (ITSAC)

Commodity Item	Commodity Item Description	Commodity Class	Commodity Class Description
69	Personnel Services, Temporary	962	MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)
18	Cable Construction, Installation and Maintenance, Fiber Optic, Communication, Computer, etc.	962	MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)
40	Instructor-led, Classroom Training, Technical	924	EDUCATIONAL AND TRAINING SERVICES
02	Access Services, Data	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
03	Application Service Provider (ASP), Web Based Hosted	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
04	Applications Software, Main Frame Server Systems	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES

Commodity Item	Commodity Item Description	Commodity Class	Commodity Class Description
05	Application, Infrastructure, Hosting, Data Hosting and Cloud Computing Services, Vendor Hosted and Internally Hosted	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
07	Applications Software for Microcomputer Systems: Business, Mathematical and Statistical, Medical, Scientific, etc.	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
14	Applications Software, Mainframes and Servers	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
15	Assessment and Profiling Services of Software	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
16	Biometric Authentication System Software Services, Including Maintenance and Repair	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
17	Electronic Forms Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
18	Computer Aided Design (CAD) Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
19	Computer Digitizing Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
20	Computer Output to Microfilm/Microfiche (COM) Processing Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
21	Data Entry Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
22	Data Preparation and Processing Services, Including Bates Coding	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
23	Data Recovery Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES

Commodity Item	Commodity Item Description	Commodity Class	Commodity Class Description
24	Data Conversion Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
25	Diskette, CD Rom, DVD, Blu-ray, and Tape Duplicating Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
26	Desktop Publishing Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
27	Ecommerce Software Development Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
29	Facilities Management Services, Computer	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
30	Image Processing and Conversion Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
31	Installation of Computers, Peripherals, and Related Equipment (Including Software)	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
32	Intelligent Transportation System (ITS) Software, Including Design, Development, and Maintenance Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
33	Mapping and Geographical Information Systems (GIS) Services, Digitized, Cartography (See 962-52 for Standard Mapping Services)	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
37	Networking Services, Including Installation, Security, and Maintenance	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
38	Optical Scanning Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
40	Programming Services, Computer, Including Mobile Device Applications	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES

Commodity Item	Commodity Item Description	Commodity Class	Commodity Class Description
44	Risk Management for Software Development	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
45	Software Maintenance and Support Services and Updates and Data Hosting Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
46	Software Updating and Upgrading Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
47	Support Services, Computer, Includes Computer Warranties	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
49	Systems and Executive Software, Mainframe and Servers	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
56	Systems and Executive Software, Microcomputer	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
63	Systems and Executive Software, Mainframe and Servers	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
64	System Implementation and Engineering Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
65	System Requirements Quality Assurance Review	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
75	Technical Writing and Documentation, IT Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
76	Testing of Systems Infrastructure, Components or Software, IT Services	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
96	Web Page Design, Management and Maintenance Services	915	COMMUNICATIONS AND MEDIA RELATED SERVICES
82	Records Management Services, Including Document Management Services and Technology Integration	958	MANAGEMENT AND OPERATION SERVICES

Commodity Item	Commodity Item Description	Commodity Class	Commodity Class Description
68	Support Services, Management	958	MANAGEMENT AND OPERATION SERVICES

Issued: September 28, 2023

Responses Due: November 27, 2023 2:00pm CST

SOLICITATION CONTENTS

The list below contains a summary of the documents comprising this Request for Offer (RFO) issued by DIR. The Successful Response shall be responsible for fulfilling all requirements contained in these documents.

RFO DIR-CPO-TMP-579 (this document)

a. Attachments

Attachment 1: Sample Contract

Attachment 2: Standard Contract Terms and Conditions

Attachment 3: Statement of Work (SOW) Template

Attachment 4: ITSAC Job Category, Title Descriptions

Attachment 5: ITSAC Not-to-Exceed Rates

b. Bid Package

Exhibit A: Respondent Information (including Appendix 1 List of Respondent's Canceled Contracts)

Exhibit A1: Exceptions Table

Exhibit B: Respondent History and Experience

Exhibit C: Contract Marketing and Customer Support Plan

Exhibit D: HUB Subcontracting Plan (HSP) Sample Form

Exhibit E: Reference Forms

Exhibit F: Respondent Release of Liability

Exhibit G: EDGAR Certification Form

Exhibit H: Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment

Exhibit I: Accessibility Conformance Report (ARC also referred to as VPAT)

Exhibit J: Vendor Accessibility Development Services Information Request (VADSIR)

TABLE OF CONTENTS

1.	INTRODUCTION	9
1.1.	Statutory Authority	9
1.2.	Purpose	9
1.3.	DIR Vision and Desired Outcomes	9
1.3.1	Background	9
1.3.2	DIR Information	10
1.3.3	Information Technology Acquisition	10
1.3.4	Texas Government Code, Section 2157.068	11
1.3.5	Cost Recovery	12
1.3.6	DIR Cooperative Contracts Program Historical Sales	12
1.3.7	Current Contracts	12
2.	SCOPE	13
2.1.	Required Services	13
2.1.1	Services	13
2.1.2	Solicitation of State Employees	19
2.1.3	Warranty	19
2.2.	Exclusions/Out of Scope	20
2.3.	Electronic and Information Resources (EIR) Accessibility	20
2.3.1	ACR Submission and Review	21
2.3.2	VADSIR Submission and Review	22
2.3.3	PDAA Submission and Self-Assessment Score	22
2.4.	TX-RAMP	22
2.5.	Form of Contract	23
2.5.1	Sample Contract and Terms Negotiation	23
2.6.	Term of Contract	24
2.7.	Option to Extend	24
3.	GENERAL SOLICITATION INFORMATION	24
3.1.	Point of Contact	24
3.2.	Response Integrity	25
3.3.	Schedule of Events	26
3.3.1	Optional Webinar	26
3.3.2	Written Questions and Official Answers	27

3.4. Historically Underutilized Businesses 27

 3.4.1 HUB Subcontracting Plan 28

3.5. HUB Continuing Performance 28

 3.5.1 HUB Resources Available 29

3.6. Successful Respondent Qualifications 29

 3.6.1 Federal Requirements 29

 3.6.2 Successful Respondent Performance and Debarment 30

 3.6.3 Required Respondent and Subcontractor Current and Former State Employee Disclosures 30

 3.6.4 Cybersecurity Training 31

3.7. Response Deadline and Submission Requirements 31

3.8. Response Instructions 32

 3.8.1 BidStamp Vendor Information System (VIS) Portal 32

 3.8.2 No Marketing Materials Desired 33

 3.8.3 Response Documents 33

 3.8.4 Response Files 36

3.9. Rejection of Responses 37

3.10. Right to Amend or Withdraw RFO 37

3.11. Pre-agreement Costs 37

3.12. Ownership of Responses 37

3.13. Public Information 38

3.14. News Release 39

4. EVALUATIONS, NEGOTIATIONS, AND AWARD 39

 4.1. Evaluation of Responses 39

 4.2. Evaluation Criteria 40

 4.2.1 Pass/Fail Criteria 40

 4.2.2 Weighted Evaluation Criteria 40

 4.3. Revised Offer 41

 4.4. Negotiations 41

 4.5. Award of Contract 42

 4.6. Protest Procedures 42

1. INTRODUCTION

1.1. Statutory Authority

- A. DIR has authority to complete the objectives of this procurement. This procurement fulfills the objectives of Chapter 2054 of the Texas Government Code, specifically including Sections 2054.0565, 2054.059, 2059, and Subchapters F, I and L, of the Texas Government Code. In accordance with Texas Government Code Sec. 2054.0565, USE OF CONTRACTS BY OTHER ENTITIES, (a) The department may include terms in a procurement contract entered into by the department, including a contract entered into under Section 2157.068, that allow the contract to be used by another state agency, a political subdivision of this state, a governmental entity of another state, or an assistance organization as defined by Section 2175.001.
- B. This RFO is **not** a solicitation for professional or consulting services as defined in Chapter 2254, Texas Government Code.

1.2. Purpose

- A. The objective of this Request for Offer (RFO) is to solicit Responses from potential Respondents to provide Information Technology Staff Augmentation Contract (ITSAC) services to Customers, acting by and through the Department of Information Resources (DIR).
- B. As a result of this RFO, DIR expects to receive and evaluate Responses and select one (1) or more qualified Respondents with whom to enter into negotiations. RFO **Section 4 EVALUATIONS, NEGOTIATIONS, AND AWARD** contains more information regarding evaluation and Respondent selection process. DIR reserves the right to make a single award or multiple awards from this RFO. All contract(s) awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.
- C. For administrative efficiency for DIR and its Customers, DIR reasonably anticipates that it will award a finite number of Contracts as determined by the competitive breaks created through evaluation of Responses.

1.3. DIR Vision and Desired Outcomes

1.3.1 Background

DIR delivers the strategic thinking, purchasing power, and policy insights necessary to ensure organizations across all levels of state and local government can find, procure, and securely implement innovative technology. As the only state agency with a view into

how every other agency uses technology, DIR helps the Texas legislature craft smart, statewide IT policy. While DIR is specifically charged with overseeing state government, countless local government entities—including K-12 education organizations and public colleges and universities—also depend on DIR’s services to keep their technology reliable, secure, and forward-looking. For more information on DIR and its offerings, see the DIR website at: <https://dir.texas.gov/>

1.3.2 DIR Information

DIR, a State of Texas agency, is responsible for strategic planning and coordination of the State’s Information Technology (IT) environment. DIR directly assists agencies in meeting their IT requirements by providing services in the following areas:

1. IT strategic planning and IT standards development and direction;
2. Central procurement for commodity IT equipment, supplies, and selected services;
3. Coordination and sponsorship of IT training and educational events;
4. Centrally managed statewide telecommunications services; and
5. Planning and management of State technology centers, including the outsourcing and consolidation of the State agencies’ data centers.

1.3.3 Information Technology Acquisition

- A. Through its Cooperative Contracts Program, DIR assists state agencies and local governments (collectively 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; the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, or a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district; 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.

- B. 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 Successful Respondents participating in the Co-op Contracts Program. Subject to DIR rights, DIR will award and negotiate base contract documents with Respondents. Customers contact the Successful Respondent for product and/or services and pricing information, negotiate their own service level agreements and additional terms and conditions, if any, and if more favorable to the Customer, and send their purchase orders (with the DIR contract number) and payments directly to the Successful Respondent, not to DIR. Information regarding the Co-op Contracts Program is located on DIR's Web site at <http://dir.texas.gov/View-About-DIR/Pages/Content.aspx?id=41>.

1.3.4 Texas Government Code, Section 2157.068

- A. 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.
- B. 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 (2) 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.

1.3.5 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 Successful Respondent's price to the Customer and paid to DIR by the Successful Respondent. The fee has been set at a not-to-exceed level of two percent (2.00%) by the current appropriations act of the State Legislature. For the purposes of responding to this RFO, the administrative fee is one percent (1.00%). DIR may change the administrative fee at any time during a Contract term. DIR will notify Successful Respondents of any change in the administrative fee.

1.3.6 DIR Cooperative Contracts Program Historical Sales

Contracts negotiated and managed through the Cooperative Contracts Program resulted in over \$8.2 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.

Table 1: DIR Cooperative Contracts Historical Sales (source DIR Data Warehouse)

	2021	2022	2023 YTD
Assistance Org	\$5,980,000	\$4,700,000	\$4,300,000
Higher Ed	\$398,930,000	\$446,800,00	\$426,400,000
K-12	\$920,490,000	\$891,600,000	\$748,500,000
Local Government	\$731,240,000	\$783,400,000	\$803,900,000
Out of State	\$74,970,000	\$84,600,000	\$67,800,000
State Agency	\$645,990,000	\$839,600,000	\$791,900,000
Total:	\$2,778,000,000	\$3,050,600,000	\$2,842,800,000

1.3.7 Current Contracts

DIR currently has multiple Contracts to provide Information Technology Staff Augmentation Contract (ITSAC). Table 2 Information Technology Staff Augmentation Contract (ITSAC) Sales Volume by DIR Fiscal Year shows the total sales volume of services sold through the Information Technology Staff Augmentation Contract (ITSAC)

contracts for fiscal years 2021, 2022, and 2023.

Table 2: Information Technology Staff Augmentation Contract (ITSAC) - Sales Volume by DIR Fiscal Year

FY 2021 Sales	FY 2022 Sales	FY 2023 Sales
\$55,742,247	\$259,343,037	\$204,622,662

2. SCOPE

2.1. Required Services

- A. It is the responsibility of the Respondent to ensure the services proposed are within the scope of this RFO.
- B. At the discretion of DIR, the scope of this RFO may be modified by an Addendum. It is the responsibility of the Respondent to monitor ESD for Addendum updates and to make any necessary adjustments to its response accordingly.
- C. DIR intends to contract with the Successful Respondent to provide Information Technology Staff Augmentation Contract (ITSAC).

2.1.1 Services

- A. Services will be provided on an as needed basis to DIR customers when they submit and distribute solicitations for ITSAC Services.
- B. Successful Respondent is responsible for reviewing each type of solicitation and providing compliant responses to Customers using the appropriate communication method (ITSAC Portal or direct communication).
- C. Successful Respondent shall comply with response instructions detailed in the solicitation.
- D. When responding to solicitations, Successful Respondent shall only propose personnel (via a resume) or proposed staffing solutions (for SOWs) that meet the minimum requirements outlined in the solicitation document.
- E. Successful Respondent shall not provide unsolicited resumes to Customers.
- F. Successful Respondent shall limit communications with Customers to those allowed by the solicitation method.
- G. Customers have the ability to provide DIR feedback on Contract holder performance. Consistent Customer complaints about Successful Respondent (failure to respond, repeated unsolicited contact attempts, etc.) may lead to a

suspension of Successful Respondent's Contract for a period of no less than thirty (30) calendar days. Excessive Contract suspensions (more than three (3) suspensions in a calendar year) may lead to Contract termination.

H. There are two (2) types of solicitations allowable under this Contract.

1. Statement of Work – a solicitation document distributed to one (1) or more Contract holders requesting a response to a specific Customer need for a business solution to a staffing need;
2. Request for Resumes – a solicitation document distributed to one (1) or more Contract holders requesting resumes to fill a particular staff need. Customers may limit the number of resumes received from each Contract holder.

2.1.1.1 Statements of Work

- A. Customers will issue Statements of Work (SOWs) via email to Contract holders. Information in the SOW may include:
 - 1.
 2. Description of the solution and services required;
 3. Customer requirements; and
 4. Contract holder response requirements.
- B. Successful Respondent shall review the response requirements, and if interested, submit compliant responses.
- C. Customer SOWs may include additional terms and conditions associated with the specific project. The Successful Respondent shall be held accountable for all additional Customer terms and conditions to which Successful Respondent agrees as part of the solicitation process.

2.1.1.2 Requests for Resume

- A. Customers will issue Requests for Resumes using the DIR ITSAC Portal. Information in the Request will include:
 1. Duration of services;
 2. Description of the services to be performed;
 3. ITSAC Category, Title, and Level of Workers who will perform the services;
 4. Additional Customer requirements; and

5. Contract holder response requirements.
 - B. Successful Respondent shall review the response requirements, and if interested, submit compliant resumes through the Portal following the Portal process.
 - C. For each resume provided to a Customer, the Successful Respondent shall include an executed (signed) Right to Represent.
 - D. Customers will review resumes and determine which personnel, if any, will be interviewed for the opportunity.
 - E. Customers will contact the Contract holder of the personnel selected to schedule interviews.
 - F. If selected to provide personnel for an interview, Successful Respondent shall ensure that the actual personnel attends the interview. Failure to adhere to this requirement may result in Contract termination.
 - G. Customers will issue Purchase Orders (PO) to the Contract holder(s) of personnel selected to fill the solicitation (Workers).
 - H. The Successful Respondent shall be accountable for Worker behavior while on-site with Customer.
 - I. Throughout the term of the PO, the Customer may request a replacement for any reason. Within five (5) Business Days, the Successful Respondent shall provide replacement personnel that meet or exceed the current Worker(s) qualifications at no additional cost to the Customer.

2.1.1.3 Hourly Rates

Attachment 5 ITSAC Not-to-Exceed Rates states the maximum rates acceptable under this solicitation. Respondents must agree to provide all services under any resulting Contract for these rates or less.

- A. The Successful Respondent shall provide hourly bill rates in response to requests for services during the term of this Contract.
- B. Hourly rates quoted in response for a request for service shall remain valid for the period of time specified in the Purchase Order, including any amendments/Purchase Order Change Notices, etc., unless otherwise agreed to with Customer.
- C. In the event that the Successful Respondent submits a proposed hourly

rate that exceeds **Attachment 5 ITSAC Not to Exceed Rates**, the proposed candidate may be disqualified.

- D. All quoted hourly bill rates shall include all expenses associated with each candidate, including wages, benefits, DIR Cost Recovery Fee, usual living expenses and costs of commuting to and from the Customer's designated primary work site. Depending upon the Customer, travel reimbursement may be allowed. See **Bid Package 3 Standard Terms and Conditions Sections 8.3 Payments and 8.5 Travel Expense Reimbursement**.
- E. Payment for overtime work (required work hours exceeding the standard forty (40) hours per Business Week) will be at the quoted hourly rate and must be coordinated and pre-approved through the Customer.

2.1.1.4 Vendor Suspension

At any point under the Contract, DIR may issue a Notice of Intent to Suspend to any Contract holder for failure to adhere to Contract requirements, including but not limited to the events listed below:

- A. Successful Respondent or Successful Respondent's Worker(s) no longer holds necessary license(s) or certificate(s) required to perform the work under any solicitation;
- B. Successful Respondent falsifies an invoice for services or travel reimbursement;
- C. Successful Respondent directly contacts a Customer in violation of Sections [Error! Reference source not found.](#) and [Error! Reference source not found.](#) above;
- D. Successful Respondent or its Worker(s) have engaged in prohibited practices or commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract, fails to perform the work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Successful Respondent's performance under this Contract in accordance with its terms.
- E. If Successful Respondent violates Contract requirements, DIR may suspend Successful Respondent's performance of this Contract, in whole or in part, for a period up to 180 calendar days.

1. When a violation occurs, DIR may send a Notice of Intent to Suspend to the Successful Respondent documenting the reasons for the proposed suspension.
2. Successful Respondent may provide a written response to the Notice of Intent to Suspend, appealing DIR's determination that a violation has occurred. Successful Respondent's written response must be received no later than the fifth (5th) Business Day from receipt of the Notice of Intent to Suspend. Failure to timely respond to the Notice of Intent to Suspend will result in a summary decision by DIR.
3. DIR will review the response to the Notice of Intent to Suspend and, in its sole Discretion, determine whether or not to proceed with the Suspension. DIR will then notify the Vendor in writing of the determination and include the period of suspension, which may be up to 180 calendar days in length effective from the date of receipt, if applicable.

2.1.1.5 Substitutions

- A. If a Contract holder is awarded a Purchase Order, and the Customer determines the Worker does not meet the qualifications needed, has not followed applicable safety standards, or for any other reason is unable to complete the assignment satisfactorily, Customer may direct Successful Respondent to resolve the complaint or remove the Worker immediately. If Successful Respondent is unable to resolve the complaint immediately or provide a satisfactory substitute Worker within five (5) Business Days, the Customer may terminate the Purchase Order, and Customer may select another Contract holder to finish the remaining work as outlined in the solicitation.
- B. In the event the Worker cancels his/her obligation prior to the original termination date, Customer may require the Successful Respondent to provide a replacement to complete the obligation that the departing individual did not fulfill. The replacement must be approved by Customer and will be provided at no charge for a time equal to five (5) Business Days, not to exceed ten (10) Business Days. This gratis period is to cover the cost to Customer of retraining the replacement individual on the internal Customer systems.

- C. If a Worker no longer provides services for Successful Respondent, Successful Respondent shall have up to five (5) Business Days to replace the Worker with a substitute satisfactory to DIR and its Customer. Successful Respondent shall use its best efforts to provide a substitute Worker at the same, or a lower rate as agreed to in the Purchase Order. If the rate for the substitute Worker is higher than the rate charged for the replaced Worker's services and the higher rate is unacceptable to Customer, or if the Vendor is unable to provide a satisfactory substitute Worker within five (5) Business Days, the appropriate Purchase Order may be terminated, and Customer may select another Contract holder to finish the remaining work.
- D. The Successful Respondent may not remove a Worker from a project without prior written consent of DIR and the Customer.
- E. Workers shall follow all Customer close-out procedures; it is the Successful Respondent's responsibility to ensure all keys, access cards, files, equipment and all other property and security devices that may have been issued to Worker under a specific solicitation are returned to the Customer.

2.1.1.6 ITSAC Protocol

- A. The Successful Respondent shall not hire employees of a Customer and offer such employees as Workers for a solicitation on which that employee is currently participating.
- B. Successful Respondent shall not hire a Worker from another Contract holder with an active PO on which the Worker is performing services and then offer same Worker for a re-solicitation of the work until such time as the PO under which that Worker was originally obtained has expired or been terminated.
- C. The Successful Respondent shall not submit a Worker on an active PO to another solicitation with overlapping timeframes.
- D. At Customer discretion, a Worker may be considered for additional ITSAC work with an overlapping time frame for that same Customer. Successful Respondent shall not submit the same Worker for an overlapping time

frame unless previously agreed to by the Customer.

2.1.2 Solicitation of State Employees

- A. Successful Respondent shall not solicit, directly or indirectly, any employee of DIR who is associated with this Contract for a period of ninety (90) calendar days following completion of the Contract.
- B. Further, Successful Respondent shall not solicit for a period of ninety (90) days following completion of the PO, directly or indirectly, any employee of a Customer who has participated in any projects on which the Successful Respondent's Worker(s) have been assigned.
- C. DIR and its Customer(s) agree not to solicit employees of the Successful Respondent, during the term of the PO, and for a period of ninety (90) calendar days thereafter. The foregoing will not prohibit DIR or its Customer(s) from hiring any person who applies through DIR's or its Customer(s)' normal posting and hiring processes.

2.1.3 Warranty

- A. The Customer has thirty (30) calendar days from the date of signature on the Vendor Invoice to inform Successful Respondent of its determination that Worker has made errors in completed work.
- B. Customer will inform the Successful Respondent of the Customer's determination.
- C. Successful Respondent shall make corrections and revisions as necessary to provide the Customer with an acceptable Work Product without cost to Customer. Correction is limited to rework of the unsatisfactory work without change to the original specifications and without regard to the amount of the effort expended on the original work.

2.1.3.1 Related Services

Related services are any value-added service that Respondent may perform as related to the products proposed in [RFO Section 2.1.1 A](#). Related services include, but are not limited to, product installation, integration, maintenance and support, managed services and product training.

2.1.3.2 Emerging Technologies

DIR recognizes that technology is ever evolving and advancing. DIR reserves the right to consider the addition of services to support emerging technology such as next generation, enhancements and upgrades for products or services that are within the scope of DIR-CPO-TMP-579. Successful Respondent may propose such services/service categories throughout the term of the Contract. In order to meet the needs of Customers, DIR may request the addition of services within scope of DIR-CPO-TMP-579 by augmenting the original solicitation through a competitive bidding process. Pricing and terms will be negotiated upon DIR agreement. Any determination will be at DIR's sole discretion and any decision will be final.

2.2. Exclusions/Out of Scope

The following products and services are not in the scope of this RFO:

- A. Related services (installation, maintenance, support, training, etc.) without also providing an associated service within scope.
- B. Custom application development services.
- C. Deliverables-Based Information Technology Services (DBITS).
- D. Cloud Broker Services.
- E. Cloud Assessment Services.
- F. Professional or consulting services as defined in Chapter 2254 of the Texas Government Code.
- G. Out of Scope Products includes The State of Texas Prohibited Software/Applications/Developers (manufacturers) list posted at:

<https://dir.texas.gov/information-security/prohibited-technologies>

2.3. Electronic and Information Resources (EIR) Accessibility

- A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR's state agency and Institution of Higher Education Customers must procure EIR that complies with the accessibility standards defined in the Texas Administrative Codes [1 TAC 206](#), [1 TAC 213](#), and in the [Worldwide Web Consortium WCAG 2.0 AA](#) technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations.
- B. Accordingly, all vendors must provide accessibility documentation:
 - 1. For each commercial product (also referred to as commercial off the shelf or

COTS), and service products such as Software as a Service (SaaS), Platform as a Service (PaaS), and any other managed services that include a user interface, a completed Accessibility Conformance Report (ACR) or the URL to view the ACR online. See **RFO Section 2.3.1** for detailed requirements.

2. For non-product offerings (such as IT related development services, services that include user interfaces, managed services, online components, etc.), a Vendor Accessibility Development Services Information Request (VADSIR), which documents Respondent's capability or ability to produce or customize accessible EIR (also referred to as Information and Communications Technology (ICT)). See **RFO Section 2.3.2** for detailed requirements.
3. The Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment. See **RFO Section 2.3.3** for detailed requirements.

2.3.1 ACR Submission and Review

- A. All Respondents must provide ACRs created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (version 2.3 or higher) or provide links to ACRs located on manufacturer(s)' websites (where available) for every product (as defined above) or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such completed ACRs already exist, and there have been no changes to the product or service since April 18, 2020.
- B. Respondents claiming that a proposed product or family of products is exempt from accessibility requirements must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.
- C. Respondents that do not already have accessibility documentation should complete the form included in the bid package or may obtain the form located here: <http://www.itic.org/public-policy/accessibility>. Resellers should obtain an ACR(s) from the manufacturer or provide links to the manufacturer's accessibility documentation.
- D. DIR will review a sample of ACRs for credibility and completeness.
- E. Respondents that submit incomplete ACRs or are unable to provide or obtain

ACRs for products it manufactures or for products from manufacturers it represents, may be required to submit a letter (Accessibility Statement) stating that some or all product(s) accessibility documentation may be missing, product accessibility is untested, and an explanation of alternate accommodation.

2.3.2 VADSIR Submission and Review

- A. Respondents must ensure that EIR and ICT accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.
- B. Respondents must complete a VADSIR Questionnaire to document the Respondent's capability or ability to produce accessible EIR and ICT if the response includes one or more of the following offerings:
 - 1. Website development services
 - 2. Web Application Development Services
 - 3. Custom development services as part of an integrated solution
 - 4. Client based software application development services
 - 5. Other software development services containing one or more user interfaces (end user, administrative, etc.)
- C. VADSIRs will be evaluated by DIR for credibility and completeness.

2.3.3 PDAA Submission and Self-Assessment Score

- A. All Respondents must complete the PDAA Self-Assessment Questionnaire for responses that include EIR or ICT. The PDAA generates a self-assessment score which is an indicator of the extent to which a Respondent's organization has implemented accessibility best practices within operations and integrated accessibility criteria into all phases of a product life cycle. The PDAA is an organizational assessment, not an assessment of products or services.
- B. PDAA score will be included in the evaluation and a missing or blank PDAA will receive a score of 0 (fail) and may disqualify the Response.

2.4. TX-RAMP

Where applicable, respondents shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"). See **Appendix A, Standard Terms**

and Conditions, Section 10.4(B)(xxiv) for more information.

2.5. Form of Contract

2.5.1 Sample Contract and Terms Negotiation

The final terms and conditions of any Contract 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 attached as **Attachment 1** and the Standard Terms and Conditions attached as **Attachment 2** to RFO Proposed Changes and Exceptions

- A. **Caution: Respondent's Response may be disqualified if their exceptions are excessive.**
- B. Item 12 of **Exhibit A Respondent Information** contains the format for Respondent to note any exception to any provision, term, or condition specified in the *Contract for Product, Services, and Related Services* and *Standard Contract Terms and Conditions Cooperative Contracts*. Respondent should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 12 of **Exhibit A Respondent Information**. Failure to abide by these instructions may result in DIR rejecting all exceptions submitted by the Respondent.
- C. **Respondents may request exceptions to standard contract terms and conditions, provided that they provide a legally sustainable reason for the exception (i.e., NOT "My prior contract had the same exception"). If Respondent is unable to comply with these provisions, the Respondent's Response may be subject to disqualification from further consideration. DIR in its discretion may or may not accept the Respondent's requested exceptions; exceptions submitted without a legally sustainable reason will not be considered. Material deviations (including excessive, additional, inconsistent, conflicting, or alternative terms) may render the Response non-responsive and may result in rejection of the bid.** In addition to the explanation as to why the Respondent cannot comply with the provision, term, or condition, proposed alternative language **must** be included in the Response. If Respondent fails to note any exception, Respondent will not be allowed to request an exception at some later date.
- D. DIR reserves the right to make changes to the Contract or the Standard Terms

and Conditions if it is in the best interest of the State to do so. Should this occur prior to the award of any Contract, any Respondent selected for negotiations will be notified.

2.6. Term of Contract

- A. DIR anticipates that the term of the Contract will be an estimated two (2) years with one (1) optional two-year renewal and one (1) optional one-year renewal to be exercised by DIR at its discretion.
- B. **RFO Section 3.8.3.4** contains the format for Respondents to note any exception to any provision, term, or condition specified in the RFO.
- C. Any objections or exceptions should be noted in keeping with **RFO Section 3.8.3.4**.
- D. In the event of prolonged Contract negotiations due to the number and/or significance of exceptions taken, lack of responsiveness, or other failure to close Contract negotiations on the part of Respondent that are not due to a failure on the part of DIR, DIR may, in its sole discretion, bypass the Respondent and commence negotiations with the next-highest scoring Respondent, or continue with the current Respondent with a shorter contract term.

2.7. Option to Extend

The Successful Respondent agrees that DIR may require continued performance, beyond the initial or any renewal Contract term, of any of the within described services at the rates specified in the Contract. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

3. GENERAL SOLICITATION INFORMATION

3.1. Point of Contact

- A. **Alexis Jimerson** is the sole point of contact for this procurement. Routine correspondence may be directed to Alexis Jimerson as follows:

Alexis Jimerson
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
E-mail: alexis.jimerson@dir.texas.gov

- B. Respondents shall make no contact concerning this RFO with other DIR personnel, except as permitted by the point of contact. **Failure to comply with this requirement at any point prior to contract award may result in disqualification.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement. Contact with the DIR Historically Underutilized Business (HUB) office is allowed solely for the purpose of addressing HUB Subcontracting Plan (HSP) questions.

3.2. Response Integrity

- A. To ensure the integrity of the competitive process, a Respondent may not directly or indirectly communicate any of the contents of its Response to:
1. A competitor of the Respondent; or
 2. Any other company, corporation, firm, partnership, individual, or related entities of the same parent company engaged in the same line of business as the Respondent; or
 3. A related entity of the Respondent engaged in the same line of business as the Respondent.
- B. **This prohibition is in effect during the preparation of the offer and while the offer is pending with DIR, including the negotiation and finalization of any resulting Contract.** The term "related entities" includes, but is not limited to, affiliates, subsidiaries, associates, branches, and divisions. It does not include entities that may occasionally enter into teaming agreements with one another to provide services under a contract with a third party but otherwise have no legal relationship with each other.
- C. When a related entity of the Respondent (whether related at the time Responses are due or at any time thereafter) submits a competing offer, DIR may require additional information to ensure each separate Response is independent. Failure to provide or fully disclose all such information may, at DIR's discretion, disqualify Respondent or result in the termination of any resulting contract. **RESPONDENT HAS AN ONGOING DUTY TO UPDATE ALL INFORMATION INCLUDED IN ITS RESPONSE AT ANY TIME THAT SUCH INFORMATION CHANGES.**

3.3. Schedule of Events

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 Respondents will be notified of modifications to the schedule via the Electronic State Business Daily (ESBD) web site.

Table 3: Schedule of Events

Date/Time	Activity
09/28/2023	Publish RFO on Electronic State Business Daily (ESBD)
10/04/2023 1:00 PM CST	Optional Pre-Proposal Webinar
10/18/2023 5:00 PM CST	Deadline for submitting questions
11/27/2023 2:00 PM CST	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO
11/27/2023 – Until completed	Evaluation of responses, oral presentations (if requested), negotiations, and contract execution

3.3.1 Optional Webinar

- A. DIR will hold a webinar for this procurement on the date and time specified in **Section 3.3 Schedule of Events**. It is recommended that at least one (1) Respondent representative attend this webinar.
- B. DIR will provide attendees the opportunity to submit written questions via the webinar. DIR requests that all questions submitted at the webinar reference the appropriate RFO or Exhibit page and section number.
- C. The webinar will provide overview information of the RFO and will provide preliminary answers to questions submitted prior to the webinar question deadline as well as questions submitted via the webinar itself. Although DIR may provide tentative verbal answers to questions on the webinar, only answers provided in writing by DIR shall be considered official. Information in any form other than the materials constituting this RFO and its Exhibits, the Question and Answer Document(s), and any Addenda shall not be binding on DIR. DIR reserves the right to amend answers prior to the offer submission deadline.
- D. The webinar will be available live via the web. **To participate in this live interactive Webcast, you must register at:**

https://www.zoomgov.com/webinar/register/WN_sHBLnJJMRQSlzNQ8vAX33Q

3.3.2 Written Questions and Official Answers

- A. Respondents shall submit all questions regarding this RFO through the BidStamp VIS. **Questions regarding this RFO will be accepted until the date and time specified above in [3.3 Schedule of Events](#).** **NOTE:** Texas observes Daylight Savings Time.
- B. Official answers will be posted as an Addendum to this RFO, on the Electronic State Business Daily (ESBD), available at <http://www.txsmartbuy.com/esbd>.
- C. By submission of a question, vendors acknowledge that the applicable question will be posted with each official answer and therefore vendors should not include any confidential or proprietary information in such questions. DIR will not publish the identity of any vendor that submitted any particular inquiry.

3.4. Historically Underutilized Businesses

- A. 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.
- B. 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

2161.252(b), and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), 34 TAC, Chapter 20.

- C. 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. Successful Respondents who meet the qualifications are strongly encouraged to apply for certification as HUBs.

3.4.1 HUB Subcontracting Plan

- A. DIR has determined that subcontracting is probable under any contract awarded as a result of this RFO. **The HUB Goal for this RFO is 26%. ALL RESPONDENTS 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.**
- B. The State's Policy on Utilization of Historically Underutilized Businesses and HSP forms are available at:
<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>.
- C. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond. **NOTE:** Respondent must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to the Successful Respondent for more than five (5) years. If the Successful Respondent does not plan to subcontract, Successful Respondent must state that fact in their plan. A scan of the original, signed paper copy of the HSP must be uploaded into BidStamp. Please provide an unsigned copy of the editable PDF in BidStamp as well. The completed, approved plan shall become a part of the Contract if the Respondent is selected to receive a contract as a result of this RFO.

3.5. HUB Continuing Performance

Any Contract includes reporting responsibilities related to HUB subcontracting. Successful Respondent shall not change any subcontractor without submitting a revised HSP. Any change to a subcontractor and revised HSP must be approved in writing by DIR prior to implementation. **Customers are not required to pay for services received from subcontractors that are not part of an approved HSP.**

3.5.1 HUB Resources Available

- A. A list of certified HUBs is available on the Texas Comptroller of Public Accounts (CPA) Website at: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. For additional information, contact the CPA's HUB program office at StatewideHUBProgram@cpa.texas.gov.
- B. If Respondent knows of any businesses that may qualify for certification as a HUB, they should encourage those businesses to contact the CPA HUB program office.

3.6. Successful Respondent Qualifications

Respondents to this RFO must be one (1) of the following:

- A. Manufacturer or publisher of the offered product who will sell directly to Customers through a Co-op Contract.
- B. Manufacturer or publisher of the offered 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.
- C. Dealer, reseller, or service provider who will sell directly to DIR Customers through a Co-op Contract.

3.6.1 Federal Requirements

- A. State agencies are prohibited from doing business with terrorists and terrorist organizations. Any Respondent listed in the prohibited Vendor 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 Respondent awarded a Contract (a Contract Holder) must agree that if at any time during the term of the Contract the Contract Holder is listed on the Terrorism List, the Contract Holder shall promptly notify DIR. As part of DIR's contract management, periodic checks will be performed to ensure Contract Holder remains in compliance with these Federal Requirements. DIR shall have the absolute right to terminate the Contract without recourse in the event the Contract Holder becomes listed on the Terrorism List.

- B. Should any Contract Holder 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 Contract Holder's Contract will be terminated without recourse.
- C. Contract Holders 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.
- D. The **Education Department of General Administrative Regulations (EDGAR)** are the federal regulations that govern all federal grants awarded by the U.S. Department of Education on or after December 26, 2014. EDGAR encourages the use of cooperative agreements for procurement or use of common or share goods and services in order to foster greater economy and efficiency. DIR uses an open market competitive procurement process to award contracts as required by Texas Government Code 2054 and 2157. If Successful Respondent provides evidence of its EDGAR compliance that DIR to the best of information and belief, finds to be satisfactory, then DIR may identify Successful Respondent as certifying that all or a portion of Successful Respondent's listings are EDGAR eligible, and DIR may then permit Successful Respondent to so identify all or part of its offerings on Successful Respondent's DIR website. In such cases, upon request from eligible Customer, Successful Respondent must complete EDGAR certification affirmation forms to satisfy Customer requirement.

3.6.2 Successful Respondent Performance and Debarment

In accordance with 34 TAC, Chapter 20, Subchapter C, a Respondent that is debarred from doing business with the State of Texas will not be awarded a Contract. The list of debarred vendors is located on the CPA Web site at:

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>

3.6.3 Required Respondent and Subcontractor Current and Former State Employee Disclosures

Respondent shall disclose, for itself and on behalf of all of its Subcontractors, in its

response to **Exhibit A Respondent Information, Section 12 Respondent and Subcontractor Conflict of Interest Disclosure**, all of the following:

- A. Any current or former employees of Respondent who will spend twenty percent (20%) or more of their time on the Contract and are current or former employees of DIR within the past five (5) years;
- B. Any proposed Respondent personnel assigned to work directly on the Contract twenty percent (20%) or more of their time who are related within two (2) degrees of consanguinity of any current or former employees of DIR. Disclosure of former state employees may be limited to the last five (5) years; and
- C. Respondent 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, Respondent 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 Respondent, and Date of Employment with Respondent.

3.6.4 Cybersecurity Training

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. Successful Respondent shall verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

3.7. Response Deadline and Submission Requirements

- A. Respondents are required 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 RFO Section [3.3 Schedule of Events](#)**. **No late Responses will be reviewed.**
- B. The system clock in the BidStamp VIS is the official timepiece for determining compliance with the deadline. All responses will be date and time stamped electronically in the BidStamp VIS or if accommodation is granted by DIR, when

received by the Purchasing Office on the 13th floor, at which point the clock in the Purchasing office shall serve as the official timepiece for those Responses.

3.8. Response Instructions

- A. Respondent will follow the instructions set forth in the following Exhibits and Attachments to this RFO.
- B. Each section, Exhibit, and Attachment of this RFO, along with any other associated files, contains individual detailed instructions regarding the required format of the Respondent's Response. The Respondent is required to respond according to the instructions contained in each section of this RFO.
- C. Respondent's Response must be consistent with the structure, sequencing, and terminology used in this RFO.

3.8.1 BidStamp Vendor Information System (VIS) Portal

DIR's BidStamp Vendor Information System (BidStamp VIS) provides prospective Respondents with the ability to create a profile that supports the key functions required during the solicitation response process. The high-level processes associated with the portal include vendor account/profile creation, vendor contact creation, vendor account management, and Response submission. In addition to the account management and solicitation response capabilities enabled by the BidStamp VIS portal, Respondents will be able to view open solicitations and additional information about DIR.

3.8.1.1 VIS Account Request Process

- A. Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Respondents may access the BidStamp VIS Portal via <http://dircommunity.force.com/BidStamp>, and enter in their access credentials. If a potential Respondent does not yet have login credentials, the Respondent should request one by clicking on "Are you a Vendor and need to request an account?" button that is located on the login page.
NOTE: This process can take up to forty-eight (48) hours to complete. Interested parties should not wait until the closing date to begin the process of creating an account.
- B. Instructions for VIS account access and using the BidStamp VIS portal to submit solicitation response can be found on DIR's website [Information for Vendors](#) page.

3.8.1.2 Solicitation Response Requirement

- A. **Any Respondent to this RFO must submit their Response through the BidStamp VIS unless other arrangements are made in advance of the RFO due date and time.** Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in **RFO Section 3.1 Point of Contact**. Please allow at least five (5) Business Days for response.
- B. Respondents shall follow the specific naming conventions detailed in this RFO. For electronic files, the Respondent must use a three-letter identifier preceding each named file (e.g., Big Service Company, Inc., "BSC"). This three-letter identifier shall replace the "ABC" referenced in the file names below. **All files submitted by the Respondent should use the same three-letter identifier.**
- C. **Respondents should note that DIR expects each Respondent to comply with the requirements of this RFO as written, and to price its Response accordingly. DIR strongly discourages any Respondent from indicating that it does not agree or does not comply with a provision because the Respondent is unwilling to price it (for risk, liability, or any other reason).**
- D. Non-submission of any of the requested information may disqualify the Respondent's Response from further consideration by DIR.

3.8.1.3 Respondent Experience

- A. Respondent shall complete Exhibit B Respondent Experience, providing information regarding its past relevant experience.
- B. **Respondent shall not refer to information provided elsewhere in the RFO Response or reference website links.**

3.8.2 No Marketing Materials Desired

Unnecessarily elaborate brochures or other presentations beyond those requested and sufficient to present a complete Response **are not desired**.

3.8.3 Response Documents

3.8.3.1 Executed Offer Form

The Respondent shall complete and sign the Executed Offer Form found in **Exhibit A** of this RFO document. **This form must be completed and signed. Failure to sign Exhibit A will result in the disqualification of the response as noncompliant.**

3.8.3.2 Respondent References

Respondent must complete the top portion of and send **Exhibit E Reference Form** to a minimum of three (3) companies or government agencies who are capable of providing comment on the Respondent's ability to provide the services described in this RFO and who are willing to do so. Reference should be able to comment on work performed by the Respondent in the past five (5) years. Instructions are included in **Exhibit E Reference Form**. DIR is not responsible for undeliverable e-mails or for non-responsive references. Respondent's references will be considered in accordance with **RFO Section 4.2.2 Weighted Evaluation Criteria**. References must respond directly to DIR on the form provided by the due date in order to be considered for evaluation. **Exhibit E Reference Form** must be submitted by the reference directly to the point of contact listed in the Reference Form. The Respondent may not submit the reference form to DIR. Completed **Exhibit E Reference Forms** submitted by the Respondent will **NOT** be considered. DIR may contact References for clarification at DIR's discretion.

3.8.3.3 Canceled Contract References

Using **Exhibit A Respondent Information, Attachment 1 Canceled Contracts** (included as part of **Exhibit A**), Respondent shall provide the name, title, contact number and description of services provided for any contract that was canceled or prematurely terminated in the past five (5) years. Respondent shall include details on the reason for the cancellation and the Respondent's position relevant to the cancellation, including the final resolution of the contract cancellation. For each company or entity listed, Respondent shall provide a signed RFO **Exhibit F, Respondent Release of Liability**. Failure to disclose Canceled Contracts may lead to a Respondent not being considered for award.

3.8.3.4 Exceptions to Requirements (including Appendix A Standard Terms and Conditions)

- A. 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 will be included in any awarded Contract are contained in the **Appendix A Standard Terms and Conditions** included in the RFO documents.
- B. **Exhibit A Respondent Information** item 13 contains the format for

Respondents to note any exception to any standard provision, term, or condition specified in the RFO. **Exceptions to the RFO document itself are prohibited.** An explanation as to why the Respondent **cannot** comply with the provision, term, or condition **and** why the proposed alternative language **must** be included in the Response. Examples of nonresponsive explanations include:

1. Referencing negotiation of revised language in another DIR or other state agency contract;
2. Referring to an internal division's need for the revised language without a valid reason as to why the exception is necessary;
3. Indicating the proposed language is "negotiable" without further justification; and
4. Referencing an internal Respondent terms and conditions document.

C. Exceptions must include:

1. RFO document title (RFO, MSA, Exhibit, Attachment, etc.) section number and section title;
2. Explanation as to why Respondent **cannot** comply with the term or condition; and
3. Proposed alternate language (redlined against the standard language).

D. If Respondent fails to note any exception within its initial Response, Respondent will not be allowed to request an exception upon award or at some later date.

E. The column labeled "Location/Specific Section Reference" should be used to identify the specific RFO document and the location(s) (section number or other identifiable reference) within the RFO documents that the language addresses. The Respondent must provide, as a separate Microsoft Excel document, a file entitled "**ABC_579_ Exceptions.xlsx**" where "**ABC**" is the Respondent entity's name. The name can be abbreviated/acronym format but should be easily associated with the Respondent.

F. **Respondents are encouraged not to request exceptions or optional term formats to standard contract terms and conditions; DIR, in its sole discretion, may or may not accept the Respondent's requested exceptions.**

- G. Prior to the final award of a Contract, DIR reserves the right to make changes to the standard terms and conditions. Should this occur, any Respondent selected for negotiations will be notified.
- H. If there are no exceptions, the Respondent shall explicitly state the Respondent takes no exception to any part of this RFO. **Any exception may result in the Contract not being awarded to the Respondent.**

3.8.3.5 Addenda to the RFO

Respondents are encouraged to acknowledge receipt of all Addenda by providing a completed and signed version of "page one" of each Addendum with their Response. Respondents will be held to all terms and requirements of each Addenda regardless of the provision of a signed "page one." Respondents will also be held to all terms and requirements of any Addenda issued after their submission of a response to this solicitation.

3.8.4 Response Files

The following table summarizes the files to be loaded into the BidStamp VIS in order to be considered a complete Response, with the corresponding file names. It includes required Accessibility documents referenced in **RFO Section 2.3 Electronic and Information Resources (EIR) Accessibility**.

Table 4: Response Files

RFO Reference	Form of Response
Exhibit A: Respondent Information Form – MUST BE SIGNED	"ABC_579_Exhibit A" (.docx or .pdf)
Exhibit B: Respondent History and Experience	"ABC_579_Exhibit B" (.docx or .pdf)
Exhibit C: Contract Marketing and Customer Support Plan	"ABC_579_Exhibit C" (.docx or .pdf)
Exhibit F: Respondent Release of Liability	"ABC_579_Exhibit G.pdf"
Exhibit G: EDGAR Certification Form	"ABC_579_EDGAR.pdf"
Exhibit H: PDAA form	"ABC_579_PDAA.xlsx"
Exhibit I: ACR (VPAT) (if applicable)	"ABC_579_ACR_Brand.docx" *include the actual "Brand" name in the document naming convention*
Exhibit J: VADSIR (if applicable)	"ABC_579_VADSIR.docx"
HUB Subcontract Plan (HSP) - MUST BE COMPLETED and SIGNED	"ABC_579_HSP.pdf"

RFO Reference	Form of Response
Exhibit A1: Exceptions - Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions	"ABC_579_ Exceptions.docx"
Redlined version of Attachment 2 Standard Terms and Conditions, if applicable	"ABC_579_ Exceptions_Redline.docx"
Signed Addenda to the RFO	"ABC_579_ Addenda" (.docx or .pdf)
Manufacturer Letters of Authorization (if applicable)	"ABC_579_ LOA_Brand.docx" *include the actual "Brand" name in the document naming convention*

3.9. 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 may 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.

3.10. Right to Amend or Withdraw RFO

- A. 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 doing 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.
- B. Any changes or additional information regarding this RFO will be posted as an Addendum on the ESBD, at <http://www.txsmartbuy.com/esbd>. It is the responsibility of Respondents to monitor the web site for Addenda. Respondent's failure to periodically check the ESBD will in no way release the Respondent from Addenda or additional information resulting in additional costs to meet the requirements of the RFO.

3.11. Pre-agreement Costs

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

3.12. 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 Respondent's Response does not eliminate this right.

3.13. Public Information

- A. 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. Responses of Successful Respondents will be published on DIR's website after contracts are executed, and all other Responses are subject to release upon completion of the procurement or if the procurement is terminated.
- B. If a Respondent believes that its Response, or parts of its Response, may be exempted from disclosure under Texas law, Respondent must submit both a redacted and unredacted copy of its Response. In the unredacted copy, Respondent must specify page-by-page and line-by-line the parts of the Response that it believes are exempt. Respondent may not mark its complete Response "copyrighted" or mark every page as proprietary or confidential. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons substantiating the exception(s). DIR may publish or release the redacted copy of the Response without notice to or consent from Respondent.
- C. If a Respondent fails to provide redacted and unredacted copies of its Response, or fails to specifically identify information that Respondent believes to be exempted from disclosure within its Response, then Respondent waives any and all claims against DIR for the release of such information, regardless of whether DIR provided prior notice to Respondent of such release.
- D. Pursuant to Texas Government Code Section 2252.907, Respondent is required to make any information created, 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.
- E. The Office of the Texas 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.

- F. DIR assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents 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.
- G. The issuance of this RFO does not imply that DIR is making an offer to do business with any RFO recipient or Respondent. No agreement or other binding obligation on DIR is implied or will occur unless and until a definitive agreement is executed. The issuance of this RFO and the submission of the Respondent's Response do not create any obligation upon DIR to purchase goods or Services from the Respondent, or to enter into any binding legal relationship with one (1) or more of the Respondents.
- H. DIR makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFO, its Appendices and Attachments, and in the Data Room, if any. The Respondent is responsible for making its own evaluation of information and data contained in this RFO and in preparing and submitting its Response.

3.14. News Release

Respondent-initiated news releases pertaining to this RFO shall not be made without prior written approval of DIR, in its sole and absolute discretion. A minimum of ten (10) Business Days written notice is required for such approval.

4. EVALUATIONS, NEGOTIATIONS, AND AWARD

4.1. Evaluation of Responses

- A. DIR will review Responses to determine responsiveness to this RFO. All determinations about responsiveness to this RFO are final. All Responses determined to be responsive will go through a financial review overseen by the Chief Financial Officer's (CFO's) office. **The financial review (here, a review of the financial solvency of the Respondent), Completed HUB Subcontracting Plan, and the submittal of a signed Exhibit A Respondent Information are pass/fail determinations that are final.** Only Responses that pass all three (3) will be considered for award.
- B. At any time during the evaluation process, DIR may ask any or all Respondents to elaborate on or clarify specific points or portions of their Response. DIR's request and Respondent's response shall be in writing.

4.2. Evaluation Criteria

4.2.1 Pass/Fail Criteria

In addition to the weighted criteria listed below DIR also reviews additional Pass/Fail criteria as follows:

- A. Financial Information is a Pass/Fail review conducted by the Finance Group based on the Respondent's financial stability as reported by Dun and Bradstreet; Respondent shall provide an accurate DUNS number on **Exhibit A Respondent Information**; the DUNS number shall correspond to the company address on file with Dun and Bradstreet.
- B. Completion and signing of a HUB Subcontract Plan; and
- C. Compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:
 1. A score of less than "C" in the Vendor Performance System;
 2. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports; and
 3. Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (including but not limited to late delivery, etc.).
- D. Compliance with Texas Government Code 2054, subchapter M, TAC 206, TAC 213, and WC3 WCAG 2.0 AA technical standards, as applicable. Respondents may fail this selection criterion for any of the following reasons:
 1. Missing or incomplete ACRs for products listed on the itemized price sheet;
 2. Missing or incomplete VADSIR for proposed development services on the itemized price sheet or;
 3. Missing or blank PDAA self-assessment.

4.2.2 Weighted Evaluation Criteria

A. Services and Related Services

DIR will use the following criteria and weight to be used in determining the best value for the State regarding Services and Related Services:

1. **Exhibit C: Contract Marketing and Customer Support Plan**

2. Respondent experience in providing the services requested as detailed in **Exhibit B: Respondent History and Experience** and;

****Three (3) completed Exhibit F Reference Forms (Reference Forms must come to DIR directly from the Reference to be considered responsive.)** DIR will only consider the first three (3) reference forms received.

- B. DIR's evaluation of Respondent's history and experience may include consideration of Respondent performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.115.
- C. DIR will consider exceptions in light of a Respondent's score in other areas. Excessive exceptions, or exceptions which are not presented in the formats described in **RFO Section 3.8.3.4** may affect a Respondent's standing, may delay negotiations resulting in a shorter contract term, or may cause the Respondent's Response to be deemed non-responsive and be removed from further consideration.

4.3. Revised Offer

- A. DIR in its discretion will make the determination whether to request oral presentations and/or engage in a Revised Offer process. The Revised Offer process, if held, may be scored.
- B. 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 **RFO Section 4.1** above, DIR will determine the number of Respondents with whom it will start Contract negotiations. Negotiations will continue until DIR, in its sole discretion, determines that the best value for the State has been obtained.

4.5. Award of Contract

DIR Executive Management shall make the decision to award a Contract, 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 **RFO DIR-CPO-TMP-579** on the ESBD, <http://www.txsmartbuy.com/esbd>, upon execution of a Contract. 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.

4.6. Protest Procedures

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

End of RFO