

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES**  
*SHI/Government Solutions, Inc.*

## **1 INTRODUCTION**

### **1.1 Parties**

This contract for Software, Commercial Off-the-Shelf (COTS) and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and SHI/Government Solutions, Inc. a Domestic For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 3828 Pecana Trail Austin, Texas 78749.

### **1.2 Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-570, on February 2, 2023, for Software, Commercial Off-the-Shelf (COTS) and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-570, shall be posted by DIR on the Electronic State Business Daily.

### **1.3 Order of Precedence**

- A. For transactions under this Contract, the order of precedence shall be as follows:
1. this Contract;
  2. Appendix A, Standard Terms and Conditions;
  3. Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;
  4. Appendix C, Pricing Index;
  5. Exhibit 1, RFO DIR-CPO-TMP-570, including all Addenda; and
  6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-570, including all Addenda.

- B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

## 1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions.**

## 2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (2) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

## 3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract and if such a case arises, the parties by mutual agreement may extend the term as stated herein at the rates specified in this Contract following the expiration of the Initial Term or any Renewal Term. 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 request to the Successful Respondent.

## 4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to Value Added Software Reseller Products and Related Services for Microsoft and Adobe, as defined in Request for Offer DIR-CPO-TMP-570 for Software, Commercial Off-the-Shelf (COTS) and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or



make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

## 5 PRICING

### 5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

### 5.2 Customer Discount

- A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.
- B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.
- C. If products or services available under this Contract are provided 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 products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

### 5.3 Changes to Prices

- A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.
- B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

### 5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On-Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer request expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

### 5.5 Travel Expenses

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of such 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. Travel time may not be included as part of the amounts payable by Customer for any services provided under this Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by the Customer. The Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

## 6 DIR ADMINISTRATIVE FEE

- A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.
- B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

## 7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

- A. A current price list or mechanism to obtain specific contract pricing;
- B. MSRP/list price or DIR Customer price;
- C. Discount percentage (%) off MSRP or List Price;
- D. Warranty policies; and
- E. Return policies.
- F. A link to DIR's list of TX-RAMP certified Cloud Products; and
- G. Service Level Agreements for each SaaS product awarded, including metrics and method for calculating and reporting results, for:
  - i. service availability.
  - ii. recovery time objectives; and
  - iii. data loss tolerance levels (also known as recovery point objectives).

## 8 USE OF ORDER FULFILLERS

### 8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract (“Order Fulfillers”).

### 8.2 Designation of Order Fulfillers

- A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State’s Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
- B. In addition to the required Subcontracting Plan, Successful Respondent 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.
- C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.
- D. Successful Respondent shall be fully liable for its Order Fulfillers’ performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
- E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent’s established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
- F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

### 8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

### 8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

## 9 NOTIFICATION

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

#### **If sent to the State:**

Lisa Massock or Successor in Office  
Chief Procurement Officer  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700  
Email: [lisa.massock@dir.texas.gov](mailto:lisa.massock@dir.texas.gov)

#### **If sent to Successful Respondent:**

Kristina Mann  
Senior Manager / Contracts  
SHI/Government Solutions, Inc.  
3828 Pecana Trail  
Austin, Texas 78749  
Phone: (908) 547-9471  
Email: [Kristina\\_mann@shi.com](mailto:Kristina_mann@shi.com)



## 10 SOFTWARE LICENSE

### 10.1 Software License Agreement

- A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.
- B. 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.

## 11 CONFLICTING OR ADDITIONAL TERMS

- A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.
- B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent

update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

- C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
- D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

## **12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS**

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

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

**SHI/Government Solutions, Inc.**

**Authorized By:** Signature on File

**Name:** Kristina Mann

**Title:** Senior Manager / Contracts

**Date:** 9/20/2023

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

**Authorized By:** Signature on File

**Name:** Lisa Massock

**Title:** Chief Procurement Officer

**Date:** 9/22/2023

**Office of General Counsel:** M.R.

**Date:** 9/22/2023



**Department of Information Resources**

**DIR-CPO-5237**

**Appendix A**

**Standard Contract Terms and Conditions**

**Cooperative Contracts**

# Contents

1	Contract Scope .....	5
2	No Quantity Guarantees .....	5
3	Definitions .....	5
	3.1 Compliance Check .....	5
	3.2 Contract .....	5
	3.3 CPA .....	5
	3.4 Customer .....	5
	3.5 Business day .....	6
	3.6 DIR .....	6
	3.7 Effective Date .....	6
	3.8 Invoice .....	6
	3.9 Purchase Order .....	6
	3.10 State .....	6
	3.11 Statement of Work (SOW) .....	6
	3.12 Subcontracting Plan .....	6
	3.13 Successful Respondent .....	6
	3.14 Third-Party Provider .....	7
4	General Provisions .....	7
	4.1 Entire Agreement .....	7
	4.2 Modification of Contract Terms and/or Amendments .....	7
	4.3 Invalid Term or Condition .....	7
	4.4 Assignment .....	8
	4.5 Survival .....	8
	4.6 Choice of Law .....	8
	4.7 Limitation of Authority .....	8
	4.8 Proof of Financial Stability .....	9
	4.9 Data Location .....	9
	4.10 Independent Contractor .....	9
5	Intellectual Property Matters .....	9
	5.1 Intellectual Property Matters Definitions .....	9
	5.1.1 “Work Product” .....	9
	5.1.2 “Intellectual Property Rights” .....	10
	5.1.3 “Third Party IP” .....	10
	5.1.4 “Successful Respondent IP” .....	10
	5.2 Ownership .....	11
	5.3 Further Actions .....	11
	5.4 Waiver of Moral Rights .....	12
	5.5 Confidentiality .....	12
	5.6 Injunctive Relief .....	12
	5.7 Return of Materials Pertaining to Work Product .....	12
	5.8 Successful Respondent License to Use .....	13



5.9	Third-Party Underlying and Derivative Works .....	13
5.10	Agreement with Third Party Providers.....	13
5.11	License to Customer .....	13
5.12	Successful Respondent Development Rights .....	14
6	Terms and Conditions Applicable to State Agency Purchases Only .....	14
7	Contract Fulfillment and Promotion .....	15
7.1	Service, Sales and Support of the Contract .....	15
7.2	Internet Access to Contract and Pricing Information .....	15
7.3	Accurate and Timely Contract Information .....	16
7.4	Webpage Compliance Checks.....	16
7.5	Webpage Changes .....	16
7.6	Use of Access Data Prohibited.....	17
7.7	Responsibility for Content.....	17
7.8	Services Warranty and Return Policies .....	17
7.9	DIR and Customer Logos.....	17
7.10	Successful Respondent Logo.....	17
7.11	Trade Show Participation .....	17
7.12	Orientation Meeting .....	18
7.13	Performance Review Meetings.....	18
7.14	DIR Cost Avoidance .....	18
8	Purchase Orders, Invoices, and Payments.....	18
8.1	Purchase Orders.....	18
8.2	Invoices .....	18
8.3	Payments .....	19
8.4	Tax-Exempt.....	19
8.5	Travel Expense Reimbursement.....	19
9	Contract Administration.....	19
9.1	Contract Managers .....	19
9.1.1	DIR Contract Manager.....	19
9.1.2	Successful Respondent Contract Manager .....	19
9.2	Reporting and Administrative Fees .....	20
9.2.1	Reporting Responsibility.....	20
9.2.2	Detailed Monthly Report.....	20
9.2.3	Historically Underutilized Businesses Subcontract Reports .....	20
9.2.4	DIR Administrative Fee .....	21
9.2.5	Accurate and Timely Submission of Reports.....	21
9.3	Records and Audit .....	22
9.4	Contract Administration Notification.....	23
10	Successful Respondent Responsibilities .....	23
10.1	Indemnification .....	23

10.1.1	Indemnities by Successful Respondent .....	23
10.1.2	Infringements .....	24
10.2	Property Damage .....	24
10.3	Taxes/Worker’s Compensation/Unemployment Insurance .....	24
10.4	Successful Respondent Certifications .....	25
10.5	Ability to Conduct Business in Texas .....	27
10.6	Equal Opportunity Compliance .....	28
10.7	Use of Subcontractors .....	28
10.8	Responsibility for Actions .....	28
10.9	Confidentiality .....	28
10.10	Security of Premises, Equipment, Data and Personnel .....	29
10.11	Background and/or Criminal History Investigation .....	29
10.12	Limitation of Liability .....	29
10.13	Overcharges .....	30
10.14	Prohibited Conduct .....	30
10.15	Required Insurance Coverage .....	30
10.15.1	Commercial General Liability .....	31
10.15.2	Workers’ Compensation Insurance .....	31
10.15.3	Business Automobile Liability Insurance .....	31
10.16	Use of State Property .....	31
10.17	Immigration .....	31
10.18	Public Disclosure .....	32
10.19	Product and/or Services Substitutions .....	32
10.20	Secure Erasure of Hard Disk Managed Services Products and/or Services .....	32
10.21	Deceptive Trade Practices; Unfair Business Practices .....	32
10.22	Drug Free Workplace Policy .....	32
10.23	Public Information .....	33
10.24	Successful Respondent Reporting Requirements .....	33
10.25	Cybersecurity Training .....	33
11	Contract Enforcement .....	33
11.1	Enforcement of Contract and Dispute Resolution .....	33
11.2	Termination .....	34
11.2.1	Termination for Non-Appropriation .....	34
11.2.2	Absolute Right .....	34
11.2.3	Termination for Convenience .....	34
11.2.4	Termination for Cause .....	35
11.2.5	Immediate Termination or Suspension .....	35
11.2.6	Customer Rights Under Termination .....	36
11.2.7	Successful Respondent Rights Under Termination .....	36
11.3	Force Majeure .....	36
12	Non-Solicitation of State Employees .....	36
13	Warranty .....	36

14 Notification ..... 37  
    14.1 Notices..... 37  
    14.2 Handling of Written Complaints ..... 37  
15 Captions ..... 37

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

## **1 CONTRACT SCOPE**

Successful Respondent shall provide the products and/or services specified in the Contract for purchase by Customers. Terms used in this document shall have the meanings set forth below in Section [3 Definitions](#).

## **2 NO QUANTITY GUARANTEES**

The Contract is not exclusive to Successful Respondent. Customers may obtain 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/or services will be procured through the Contract.

## **3 DEFINITIONS**

### **3.1 Compliance Check**

An audit of Successful Respondent's compliance with the Contract which may be performed by a third-party auditor, DIR Internal Audit department, DIR contract management staff, or their designees.

### **3.2 Contract**

The DIR Contract between DIR and Successful Respondent into which this Appendix A is incorporated.

### **3.3 CPA**

Refers to the Texas Comptroller of Public Accounts.

### **3.4 Customer**

Any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, 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, 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, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, 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:

- A. A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- B. A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- C. 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;



- D. 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;
- E. A local workforce development board created under Section 2308.253, Texas Government Code;
- F. A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- G. 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;
- H. A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- I. A nonprofit organization that provides affordable housing.

### 3.5 **Business day**

Shall mean business days, Monday through Friday, except for State and Federal holidays. 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.

### 3.6 **DIR**

Refers to the Texas Department of Information Resources.

### 3.7 **Effective Date**

Refers to the effective date of the Contract as set forth therein.

### 3.8 **Invoice**

Refers to a Customer approved instrument submitted by Successful Respondent for payment of services.

### 3.9 **Purchase Order**

Refers to Customer's fiscal form or format, contract with Successful Respondent, or other document used by Customer to authorize the purchase of products or services from Successful Respondent under the Contract, including but not limited to a formal written purchase order, procurement card, electronic purchase order, or another authorized instrument.

### 3.10 **State**

Refers to the State of Texas.

### 3.11 **Statement of Work (SOW)**

Means a document entered into between Customer and Successful Respondent describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Successful Respondent is to provide Customer, issued pursuant to the Contract.

### 3.12 **Subcontracting Plan**

Refers to **Appendix B**, Successful Respondent's Historically Underutilized Business Subcontracting Plan.

### 3.13 **Successful Respondent**

Refers to the party identified as either "Successful Respondent" or "Vendor" in Section 1.1 of the Contract.



### 3.14 **Third-Party Provider**

Refers to an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller or other person or entity designated or directed by Successful Respondent to provide products or services to a Customer in performance of, related to, or in support of a Purchase Order issued under the Contract.

## 4 **GENERAL PROVISIONS**

### 4.1 **Entire Agreement**

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and Successful Respondent. 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.

### 4.2 **Modification of Contract Terms and/or Amendments**

- A. 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 Successful Respondent.
- B. DIR may amend the Contract upon thirty (30) calendar days written notice to Successful Respondent without the need for Successful Respondent's written consent: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions.
- C. 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 Successful Respondent 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.
- D. Customer(s) and Successful Respondent 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.

### 4.3 **Invalid Term or Condition**

- A. To the extent any term or condition in the Contract conflicts with the applicable Texas 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 Texas and/or United States law or regulation which conflicts with the Contract term or condition.
- B. If one (1) or more term or condition 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.

#### **4.4 Assignment**

- A. DIR may assign the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
- B. A Customer may assign a Purchase Order issued under the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
- C. Successful Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the DIR. Any attempted assignment in violation of this provision is void and without effect.

#### **4.5 Survival**

All applicable Statements of Work that were entered into between Successful Respondent 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 Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect.

#### **4.6 Choice of Law**

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. In any litigation where any state agency is a party, and subject to the requirements of Chapter 2260, Texas Government Code, the exclusive venue of any such suit arising under the Contract is fixed in the state courts of Travis County, Texas. If litigation does not involve any state agency, then venue is fixed in the state courts of the Texas county where the Customer is primarily situated, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency. Regardless of any provision anywhere in the Contract, no state agency or other Customer in any manner waives any defense or immunity whatsoever.

#### **4.7 Limitation of Authority**

Successful Respondent 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 the Contract; no other authority,



power or use is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

#### 4.8 **Proof of Financial Stability**

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

#### 4.9 **Data Location**

Regardless of any other provision of the Contract or its incorporated or referenced documents, all of the data for State of Texas Customers shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise; however, Successful Respondent shall notify DIR promptly after such request is made. For all Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. **NOTE: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.**

#### 4.10 **Independent Contractor**

**SUCCESSFUL RESPONDENT AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THE CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT SUCCESSFUL RESPONDENT IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR, OR THE STATE OF TEXAS.**

### 5 **INTELLECTUAL PROPERTY MATTERS**

#### 5.1 **Intellectual Property Matters Definitions**

##### 5.1.1 "Work Product"

Means any and all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to the 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, 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, configurations, 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 the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:
  - a. by any Successful Respondent personnel or Customer personnel, or
  - b. any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

#### 5.1.2 "Intellectual Property Rights"

Means the worldwide legal rights or interests, including but not limited to all United States and foreign patents, copyrights, trademarks, service marks, trade secrets, moral rights, author's rights, reversionary rights, and any and all other intellectual property or similar rights, 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.

#### 5.1.3 "Third Party IP"

Means the Intellectual Property Rights of any third party that is not a party to the Contract or a Purchase Order or Statement of Work issued under the Contract, and that is not directly or indirectly providing any goods or services to Customer under the Contract or a Purchase Order or Statement of Work issued under the Contract.

#### 5.1.4 "Successful Respondent IP"

Shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Successful Respondent:

- i) 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



- ii) after the Effective Date if such tangible or intangible items or things were independently developed by Successful Respondent outside Successful Respondent'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 Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **5.2 Ownership**

As between Successful Respondent and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Successful Respondent. Successful Respondent 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, Successful Respondent 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. Successful Respondent acknowledges that Successful Respondent and Customer do not intend Successful Respondent 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 Successful Respondent, to all Successful Respondent materials, premises, and computer files containing the Work Product. Successful Respondent 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 Successful Respondent.

## **5.3 Further Actions**

Successful Respondent, 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 Successful Respondent's signature due to the dissolution of Successful Respondent or Successful Respondent'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, Successful Respondent hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Successful Respondent's agent and Successful Respondent's attorney-in-fact to act for and in Successful Respondent'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 Successful Respondent, provided however that no such grant of right to Customer is applicable if Successful Respondent fails to execute any document due to a good faith dispute by Successful Respondent 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 Successful Respondent 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.

#### **5.4 Waiver of Moral Rights**

Successful Respondent hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Successful Respondent may now have or which may accrue to Successful Respondent'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. Successful Respondent 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.

#### **5.5 Confidentiality**

All documents, information and materials forwarded to Successful Respondent 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 Successful Respondent under Section [5.8 Successful Respondent License to Use](#). Hereunder, Successful Respondent 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.

#### **5.6 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, Successful Respondent acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of the Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

#### **5.7 Return of Materials Pertaining to Work Product**

Upon the request of Customer, but in any event upon termination or expiration of the Contract, or a Statement of Work, Successful Respondent 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 Successful Respondent or furnished by Customer to Successful Respondent, 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 Successful Respondent by Customer or by anyone else that pertain to the Work Product.



### 5.8 **Successful Respondent License to Use**

Customer hereby grants to Successful Respondent 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 Successful Respondent 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.

### 5.9 **Third-Party Underlying and Derivative Works**

- A. To the extent that any Successful Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, Successful Respondent 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 Successful Respondent 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. Successful Respondent agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party IP.
- B. On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third Party IP that may be embodied or reflected in the Work Product.

### 5.10 **Agreement with Third Party Providers**

Successful Respondent 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 Third Party Providers, prior to their providing such services or Work Product pursuant to the Contract, and that Successful Respondent shall maintain such written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Successful Respondent. Copies of such agreements shall be provided to the Customer promptly upon request.

### 5.11 **License to Customer**

Successful Respondent grants to Customer, at no additional charge, a world-wide, non-exclusive, perpetual, irrevocable, royalty free right and 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 Successful Respondent 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 Successful Respondent IP remain in Successful Respondent.

## 5.12 Successful Respondent Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in the Contract shall preclude Successful Respondent 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 Successful Respondent 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, Successful Respondent and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

## 6 TERMS AND CONDITIONS APPLICABLE TO STATE AGENCY PURCHASES ONLY

- A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR 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. Successful Respondent hereby represents, certifies, and warrants that it and its products and services comply with all relevant accessibility laws and standards.
- i) Upon request, and prior to a DIR Customer purchase, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product 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/service since the time of the original document completion.
  - ii) If Successful Respondent claims that a proposed product or family of products is exempt from accessibility requirements, it 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.
  - iii) Upon request, and prior to a DIR customer purchase for IT development services, Successful Respondent must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Successful Respondent's capability or ability to produce accessible electronic and information resources.
  - iv) Additionally, Successful Respondent must ensure that EIR 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.

- v) Upon request, and prior to a Customer purchase for COTS products, or IT development services, Successful Respondent must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.
- vi) Also upon request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. Examples may include but are not limited to: executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

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

- i) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined 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).
- ii) 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.
- iii) Successful Respondent agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Section.

## **7 CONTRACT FULFILLMENT AND PROMOTION**

### **7.1 Service, Sales and Support of the Contract**

Successful Respondent shall provide service, sales, and support resources to serve all Customers. It is the responsibility of Successful Respondent to sell, market, and promote products and services available under the Contract. Successful Respondent shall use best efforts to ensure that potential Customers are made aware of the existence of the Contract. All contracts for and sales to Customers for products and services available under the Contract shall be in accordance with the Contract.

### **7.2 Internet Access to Contract and Pricing Information**

**A. Successful Respondent Webpage**

Within thirty (30) calendar days from the Effective Date, Successful Respondent will establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's website. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent's website must have a Secure Sockets Layer (SSL) certificate and Customers must access Successful Respondent's website using Hyper Text Transfer Protocol Secure (HTTPS) and it will encrypt all communication between Customer browser and website. The webpage must include:

- i) a list with description of products and/or services awarded;
- ii) Successful Respondent contact information (name, telephone number and email address);
- iii) instructions for obtaining quotes and placing Purchase Orders;
- iv) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- v) a link to the DIR "Cooperative Contracts" webpage;
- vi) the DIR logo in accordance with the requirements of Section 7.9; and
- vii) any other information that the Contract indicates is required to be included on the webpage.

B. If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the Contract without penalty.

### **7.3 Accurate and Timely Contract Information**

Successful Respondent 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. Successful Respondent, at its own expense, shall correct any non-conforming or inaccurate information posted at Successful Respondent's website within ten (10) business days after written notification by DIR.

### **7.4 Webpage Compliance Checks**

Periodic Compliance Checks of the information posted for the Contract on Successful Respondent's website will be conducted by DIR. Upon request by DIR, Successful Respondent shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

### **7.5 Webpage Changes**

Successful Respondent hereby consents to a link from the DIR website to Successful Respondent'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 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 Successful Respondent with subsequent notice of link suspension, termination or removal. Successful Respondent 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.



## **7.6 Use of Access Data Prohibited**

If Successful Respondent stores, collects, or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Successful Respondent 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 Successful Respondent shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

## **7.7 Responsibility for Content**

Successful Respondent is solely responsible for administration, content, intellectual property rights, and all materials at Successful Respondent'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.

## **7.8 Services Warranty and Return Policies**

Successful Respondent will adhere to Successful Respondent's then-currently published policies concerning product and service warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated customers for like products and services.

## **7.9 DIR and Customer Logos**

Successful Respondent may use a Customer's logo only upon prior written approval of such Customer. Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with the following stipulations:

- A. the logo may not be modified in any way,
- B. when displayed, the size of the DIR logo must be equal to or smaller than Successful Respondent's logo,
- C. the DIR logo is only used to communicate the availability of services under the Contract to Customers, and
- D. any other use of the DIR logo requires prior written permission from DIR.

## **7.10 Successful Respondent Logo**

If DIR receives Successful Respondent's prior written approval, DIR may use Successful Respondent's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logo may be on the DIR website or on printed materials. Any use of Successful Respondent'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 Successful Respondent's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Successful Respondent.

## **7.11 Trade Show Participation**

At DIR's discretion, Successful Respondent may be required to participate in no more than two (2) DIR sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation, at Successful Respondent's expense, includes providing a manned booth display or similar presence. DIR will provide four (4) months advance notice of any required participation. Successful Respondent 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 Successful Respondent's booth.

#### **7.12 Orientation Meeting**

Within thirty (30) calendar days from execution of the Contract, Successful Respondent will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include administrative requirements for reporting and administrative fee payments. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

#### **7.13 Performance Review Meetings**

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

#### **7.14 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, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain: product or service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR Customers can procure the products or services.

### **8 PURCHASE ORDERS, INVOICES, AND PAYMENTS**

#### **8.1 Purchase Orders**

All Customer Purchase Orders will be placed directly with Successful Respondent. Accurate Purchase Orders shall be effective and binding upon Successful Respondent when accepted by Successful Respondent.

#### **8.2 Invoices**

- A. Invoices shall be submitted by Successful Respondent directly to Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to Successful Respondent. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.
- B. 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 services, prices, and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the products and services by the Customer.
- C. The DIR Administrative Fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.



### **8.3 Payments**

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Successful Respondent. 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. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.

### **8.4 Tax-Exempt**

As per Section 151.309, Texas Tax Code, Customers under the Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under the Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Successful Respondent upon request.

### **8.5 Travel Expense Reimbursement**

Pricing for services provided under the 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 (<https://comptroller.texas.gov/purchasing/programs/travel-management/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

## **9 CONTRACT ADMINISTRATION**

### **9.1 Contract Managers**

DIR and Successful Respondent will each provide a contract manager (“Contract Manager”) to support the Contract (respectively, the “DIR Contract Manager” and “Successful Respondent Contract Manager”). Information regarding each Contract Manager will be posted on the internet website designated for the Contract. DIR reserves the right to require a change in Successful Respondent Contract Manager if Successful Respondent Contract Manager is not, in the sole opinion of DIR, adequately serving the needs of the State.

#### **9.1.1 DIR Contract Manager**

The DIR Contract Manager’s duties include but are not limited to:

- A. monitoring compliance and management of the Contract,
- B. advising DIR of Successful Respondent’s performance under the Contract, and
- C. periodic verification of pricing and monthly reports submitted by Successful Respondent.

#### **9.1.2 Successful Respondent Contract Manager**

Successful Respondent Contract Manager’s duties shall include but are not limited to:

- A. supporting the marketing and management of the Contract,
- B. facilitating dispute resolution between Successful Respondent and Customers, and
- C. advising DIR of Successful Respondent's performance under the Contract.

## 9.2 Reporting and Administrative Fees

### 9.2.1 Reporting Responsibility

- A. Each month, Successful Respondent shall report all products and services purchased under the Contract. Successful Respondent shall file monthly reports to include monthly sales reports, subcontract reports, and pay the DIR 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 Successful Respondent's applicable Contract books. Successful Respondent will provide all required documentation at no cost.

### 9.2.2 Detailed Monthly Report

- A. Using the Vendor Sales Report (VSR) portal, Successful Respondent shall provide DIR with a monthly report in the format required by DIR detailing sales activity under the Contract for the previous month period. This included months in which there are no sales. Reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. Per transaction, the monthly report shall include, at a minimum, 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 estimated DIR Administrative Fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), 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 Successful Respondent for correction in accordance with this Section.
- B. Successful Respondent shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in Contract termination.

### 9.2.3 Historically Underutilized Businesses Subcontract Reports

- A. Successful Respondent shall electronically provide each Customer with their 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.



#### 9.2.4 DIR Administrative Fee

- A. The DIR Administrative Fee shall be paid by Successful Respondent 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. DIR will review monthly sales reports, close the sales period, and notify Successful Respondent of the amount of the DIR Administrative Fee no later than the fourteenth (14th) calendar day of the month following the date of the reported sale. Successful Respondent shall pay the amount of the DIR Administrative Fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Successful Respondent reports January sales no later than February 15th; DIR closes January sales and notifies Successful Respondent of the amount of the DIR Administrative Fee by March 14th; Successful Respondent submits payment of the DIR Administrative Fee for January sales by March 25th.
- B. DIR may change the amount of the DIR Administrative Fee upon thirty (30) calendar days written notice to Successful Respondent without the need for an amendment to the Contract.
- C. To preserve the DIR Administrative Fee in place at the time of the sale of product or service, the calculation of the DIR Administrative Fee is based on the Purchase Order date for each sale.
- D. Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

#### 9.2.5 Accurate and Timely Submission of Reports

- A. Successful Respondent shall submit reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Fee payments within three (3) business days upon written notification by DIR. Successful Respondent shall deliver any late reports or late DIR Administrative Fee payments within three (3) business days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate reports or DIR Administrative Fee payments or deliver late reports and DIR Administrative Fee payments within three (3) business days, Successful Respondent shall 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 Successful Respondent fail to correct inaccurate reports or cure the delay in timely and accurate delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right at DIR's expense to require an independent third-party audit of Successful Respondent's records as specified in Section [9.3 Records and Audit](#). DIR will select the auditor (and all payments to auditor will require DIR approval).
- C. Failure to timely submit three (3) reports or DIR 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 Successful Respondent's Contract.



### 9.3 Records and Audit

- A. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Successful Respondent and the requirement to cooperate is included in any subcontract 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.
- B. Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) 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, whichever is later. Such records shall include per transaction: 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 calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.
- C. Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, 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.
- D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff during the performance of Compliance Check. If Successful Respondent is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.



- E. For procuring State Agencies whose payments are processed by the CPA, the volume of payments made to Successful Respondent through the CPA and the administrative fee based thereon shall be presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

#### **9.4 Contract Administration Notification**

- A. Prior to execution of the Contract, Successful Respondent shall provide DIR with written notification of the following:
  - i) Successful Respondent Contract Manager's name and contact information,
  - ii) Successful Respondent sales representative name and contact information, and
  - iii) name and contact information of Successful Respondent personnel responsible for submitting reports and payment of DIR Administrative Fees.
- B. Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

### **10 SUCCESSFUL RESPONDENT RESPONSIBILITIES**

#### **10.1 Indemnification**

##### **10.1.1 Indemnities by Successful Respondent**

- A. Successful Respondent shall defend, indemnify, and hold harmless DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, 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, resulting from, or related to:
  - i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
  - ii) 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 (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
  - iii) any breach, disclosure, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and
  - iv) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.
- B. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED



DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FOR NON-STATE AGENCY CUSTOMERS, THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

#### 10.1.2 Infringements

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for 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.

#### 10.2 Property Damage

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, SUCCESSFUL RESPONDENT SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

#### 10.3 Taxes/Worker's Compensation/Unemployment Insurance

Successful Respondent agrees and acknowledges that during the existence of the Contract, Successful Respondent shall be entirely responsible for the liability and payment of Successful Respondent's and its employees' taxes of whatever kind, arising out of the performances in the Contract. Successful Respondent agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Successful Respondent agrees and acknowledges that Successful Respondent and its employees, representatives, agents, and subcontractors shall not be entitled to any state benefit or benefit of another governmental entity Customer. Customer, DIR, and/or the State shall not be liable to Successful Respondent, 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.



#### 10.4 Successful Respondent Certifications

- A. Successful Respondent represents and warrants that, in accordance with Section 2155.005, Texas Government Code, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Successful Respondent.
- B. Successful Respondent hereby certifies, represents, and warrants, on behalf of Successful Respondent that:
- i) it has 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) it is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under Section 231.006, Texas Family Code, and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
  - iii) neither it, nor anyone acting for it, has 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) it has 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 individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
  - vi) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;
  - vii) Successful Respondent 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, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.
  - viii) as of the Effective Date, it is not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website (<https://comptroller.texas.gov/purchasing/publications/divestment.php>);
  - ix) in the performance of the Contract, Successful Respondent shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Section 2155.4441, Texas Government Code;

- x) all equipment and materials to be used in fulfilling the requirements of the Contract are of high-quality and consistent with or better than applicable industry standards, if any. All works and services performed pursuant to the Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;
- xi) to the extent Successful Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full;
- xii) it is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- xiii) 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 Successful Respondent will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
- xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
- xv) it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Successful Respondent acknowledges the applicability of Section 2155.444 and Section 2155.4441, Texas Government Code, in fulfilling the terms of the Contract;
- xvi) Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Section 556.005 or Section 556.008, Texas Government Code;
- xvii) in accordance with Section 2271.002, Texas Government Code, by signature hereon, Successful Respondent does not boycott Israel and will not boycott Israel during the term of the Contract;
- xviii) in accordance with Section 2155.0061, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
- xix) in accordance with Section 2252.152, Texas Government Code, it is not identified on a list prepared and maintained under Section 2270.0201 (previously 806.051) or Section 2252.153, Texas Government Code;
- xx) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract;
- xxi) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association;



- xxii) under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive the Contract;
  - xxiii) if Successful Respondent is required to make a certification pursuant to Section 2274.0101, Texas Government Code, (A) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (B) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (C) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;
  - xxiv) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program (“TX-RAMP”), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual (“Program Manual”). Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent’s compliance with TX-RAMP; and
  - xxv) all information provided by Successful Respondent is current, accurate, and complete.
- C. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations, and warranties and any changes thereto.
- D. In addition, Successful Respondent understands and agrees that if Successful Respondent responds to certain Customer pricing requests, then, in order to contract with the Customer, Successful Respondent 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).

#### **10.5 Ability to Conduct Business in Texas**

Successful Respondent 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 in accordance with Texas Business Organization Code, Title 1, Chapter 9. Upon request by DIR, Successful Respondent shall provide all



documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and the validity of Successful Respondent's existence under the laws of its state of organization.

#### **10.6 Equal Opportunity Compliance**

Successful Respondent 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 of Texas in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Successful Respondent 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 Successful Respondent under the Contract. If Successful Respondent is found to be not in compliance with these requirements during the term of the Contract, Successful Respondent agrees to take appropriate steps to correct these deficiencies. Upon request, Successful Respondent 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.

#### **10.7 Use of Subcontractors**

If Successful Respondent uses any subcontractors in the performance of the Contract, Successful Respondent must make a good faith effort in the submission of its HUB Subcontracting Plan (HSP) in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can engage additional subcontractors in the performance of the Contract. A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can remove subcontractors currently engaged in the performance of the Contract. Successful Respondent shall remain solely responsible for the performance of its obligations under the Contract.

#### **10.8 Responsibility for Actions**

- A. Successful Respondent is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
- B. Successful Respondent, for itself and on behalf of its subcontractors, shall report to the DIR Contract Manager within five (5) business days any change to the information contained in the Certification Statement of **Exhibit A** of the RFO or Section [10.4, Successful Respondent Certifications](#) of this Appendix A to the Contract. Successful Respondent 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.

#### **10.9 Confidentiality**

- A. Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Section 552.003, Texas Government Code, are subject to the Texas Public Information Act. Successful Respondent 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.



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

#### **10.10 Security of Premises, Equipment, Data and Personnel**

- A. Successful Respondent or Third-Party Providers may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. Successful Respondent and Third-Party Providers shall preserve the safety, security, and the integrity of such personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the instruction of Customer and to the degree in which Successful Respondent or such Third-Party Provider protects its own information. Successful Respondent shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by Successful Respondent or a Third-Party Provider. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements, then Customer may immediately terminate the Purchase Order and related Service Agreement.
- B. If a Purchase Order is subject to Section 2054.138, Texas Government Code, Successful Respondent shall meet the security controls required by such Purchase Order, and shall periodically provide to the Customer evidence that Successful Respondent meets such required security controls.

#### **10.11 Background and/or Criminal History Investigation**

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct such background checks. Should any employee or Third-Party Provider of Successful Respondent 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 Third-Party Provider in question.

#### **10.12 Limitation of Liability**

- A. For any claim or cause of action arising under or related to the Contract, 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.
- B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.
- C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order 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 the 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.

#### **10.13 Overcharges**

Successful Respondent hereby assigns to DIR any and all of its claims for overcharges associated with the 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.

#### **10.14 Prohibited Conduct**

Successful Respondent represents and warrants that, to the best of its knowledge as of the date of this certification, neither Successful Respondent nor any subcontractor, firm, corporation, partnership, or institution represented by Successful Respondent, nor anyone acting for Successful Respondent or such 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 RFO directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

#### **10.15 Required Insurance Coverage**

- A. As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent 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. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.
- B. All required insurance must be issued by companies that have an A rating and a minimum Financial Size Category Class of VII from AM Best, and are 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 Successful Respondent thereunder. The minimum acceptable insurance provisions are as follows:



#### 10.15.1 Commercial General Liability

Commercial General Liability must include \$1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of \$2,000,000.00; Medical Expenses per person of \$5,000.00; Personal Injury and Advertising Liability of \$1,000,000.00; Products/Completed Operations aggregate Limit of \$2,000,000.00 and Damage to Premises Rented: \$50,000.00. 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; and
- D. Waiver of Subrogation.

#### 10.15.2 Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Title 5, Subtitle A, Texas Labor Code) and minimum policy limits for Employers' Liability of \$1,000,000 per accident, \$1,000,000 disease PER EMPLOYEE and \$1,000,000 per disease POLICY LIMIT.

#### 10.15.3 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. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- A. Waiver of subrogation;
- B. Additional insured.

#### 10.16 Use of State Property

Successful Respondent is prohibited from using a Customer's equipment, location, or any other resources of a Customer, DIR, or the State of Texas 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 of Texas long distance services. Any charges incurred by Successful Respondent using a Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Successful Respondent to such Customer immediately upon demand by such Customer. Such use shall constitute breach of contract and may result in termination of the Contract, the Purchase Order, and other remedies available to DIR and Customer under the Contract and applicable law.

#### 10.17 Immigration

- A. Successful Respondent 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 the Contract.
- B. Pursuant to Chapter 673, Texas Government Code, Successful Respondent shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:



- i) all persons 1) to whom the E-Verify system applies, and 2) who are hired by Successful Respondent during the term of the Contract to perform duties within Texas; and
  - ii) all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of the Contract and assigned by the subcontractor to perform work pursuant to the Contract.
- C. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

#### **10.18 Public Disclosure**

No public disclosures or news releases pertaining to the Contract shall be made by Successful Respondent without prior written approval of DIR.

#### **10.19 Product and/or Services Substitutions**

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

#### **10.20 Secure Erasure of Hard Disk Managed Services Products and/or Services**

Successful Respondent agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase, destroy, or render unreadable data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Purchase Order for such products and/or services, in accordance with 1 TAC 202 or NIST 800-88.

#### **10.21 Deceptive Trade Practices; Unfair Business Practices**

- A. Successful Respondent represents and warrants that neither Successful Respondent 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.
- B. Successful Respondent 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.

#### **10.22 Drug Free Workplace Policy**

Successful Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 280, Subpart F182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.



### 10.23 Public Information

- A. Pursuant to Section 2252.907, Texas Government Code, Successful Respondent is required to make any information created or exchanged with the State pursuant to the 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.
- B. Each State government entity should supplement the provision set forth in Section A, above, with the additional terms agreed upon by the parties regarding the specific format by which Successful Respondent is required to make the information accessible by the public.
- C. Successful Respondent represents and warrants that it will comply with the requirements of Section 552.372(a), Texas Government Code, where applicable. Except as provided by Section 552.374(c), Texas Government Code, the requirements of Subsection J, Chapter 552, Texas Government Code, may apply to the Contract or certain Purchase Orders, and Successful Respondent agrees that the Contract or such Purchase Orders can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

### 10.24 Successful Respondent Reporting Requirements

Successful Respondent shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109, requiring computer technicians to report images of child pornography.

### 10.25 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 or institution of higher education. 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.

## 11 CONTRACT ENFORCEMENT

### 11.1 Enforcement of Contract and Dispute Resolution

- A. Successful Respondent 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, (iii) except as provided in Sec. 2251.051 Texas Government Code, Successful Respondent shall continue performance while the dispute is being resolved, and (iv) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.
- B. Disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with the above. DIR shall not be a party to any such dispute unless DIR, Customer, and Successful Respondent agree in writing.



- C. 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 \$25,000.00.

## 11.2 Termination

### 11.2.1 Termination for Non-Appropriation

#### 11.2.1.1 Termination for Non-Appropriation by Customer

Customers 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, Successful Respondent will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

#### 11.2.1.2 Termination for Non-Appropriation by DIR

DIR may terminate the 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, Successful Respondent will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be in default or breach under the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

### 11.2.2 Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Successful Respondent 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) Successful Respondent 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) Successful Respondent is found by DIR to be ineligible to hold the Contract under Subsection (b) of Section 2155.006, Texas Government Code. Successful Respondent shall be provided written notice in accordance with Section 14.1, Notices, of intent to terminate.

### 11.2.3 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.

## 11.2.4 Termination for Cause

### 11.2.4.1 Contract

Either DIR or Successful Respondent may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, certification, representation, 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.

### 11.2.4.2 Purchase Order

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, 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. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

## 11.2.5 Immediate Termination or Suspension

DIR may immediately suspend or terminate the Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Successful Respondent (whether or not such potential violations directly impact the provision of goods or services under the Contract). In such case, Successful Respondent may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) business days after the suspension or termination. Successful Respondent may provide a response and request an opportunity to present its position. DIR or Customer will review Successful Respondent's presentation but is under no obligation to provide formal response.



### 11.2.6 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 any Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract in accordance with Section [4.5](#).

### 11.2.7 Successful Respondent Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately accepted.

### 11.3 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order (each such event, an “Event of Force Majeure”), provided that the party experiencing such 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 or impact 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 Section, 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 such Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of such Customer.

## 12 NON-SOLICITATION OF STATE EMPLOYEES

Successful Respondent shall not solicit, directly or indirectly, any employee of DIR who is associated with the Contract for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, Successful Respondent shall not solicit, directly or indirectly, any employee of a Customer who is associated with a Purchase Order for a period of ninety (90) calendar days following the expiration or termination of such Purchase Order.

## 13 WARRANTY

Customers may provide written notice to Successful Respondent of errors, inaccuracies, or other deficiencies in products or services provided by Successful Respondent under a Purchase Order within thirty (30) calendar days or receipt of an invoice for such products or services. Successful Respondent shall correct such error, inaccuracy, or other deficiency at no additional cost to Customer.

## **14 NOTIFICATION**

### **14.1 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 (3) 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 the Contract or to such other address as such party shall have notified the other party in writing.

### **14.2 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

## **15 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.

**<END OF APPENDIX A>**





# 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 do not have a continuous contract in place for more than five (5) years 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 vendors.
  - Section 2 c. - No
  - Section 2 d. - 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 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 do not have a continuous contract in place for more than five (5) years 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 indicate 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 (i.e., employees, supplies, materials and/or equipment), 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, to include 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.



# 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) §20.284 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 §20.285(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 the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract\*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

## SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: SHI Gouvernement Solutions State of Texas VID #: 1223695478500  
 Point of Contact: Lisa Black Phone #: 512-701-9188  
 E-mail Address: lisa\_black@shi.com Fax #: 512-732-0232
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition #: RFO-DIR-CPO-TMP-570 Bid Open Date: 05/23/2023  
(mm/dd/yyyy)



Enter your company's name here: SHI Gouvernement SolutionsRequisition #: RFO-DIR-CPO-TMP-570**SECTION 2: RESPONDENT'S 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 contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "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, including employees, goods and services. (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 <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	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		%	%	%
<b>Aggregate percentages of the contract expected to be subcontracted:</b>		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

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 **do not** have a **continuous contract\*** in place with for **more than five (5) years, 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.

Enter your company's name here: SHI Gouvernement SolutionsRequisition #: RFO-DIR-CPO-TMP-570**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

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 <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	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		%	%	%
<b>Aggregate percentages of the contract expected to be subcontracted:</b>		%	%	%

**\*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.



Enter your company's name here: SHI Government SolutionsRequisition #: RFO-DIR-CPO-TMP-570

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SHI has established a dedicated account team to support executing an effective customer service strategy. SHI has an existing staff of technical resources across our service portfolio in the areas of software and licensing specialists, implementation, and project management.

SHI uses the Design, Build, Test and Deploy model as a standard for all software based services. This model is an industry accepted best practice that allows for optimal system configurations and usage of appropriate tools and functionality to support customer's individual requirements.

#### 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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.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 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 on File**

**Sarash St John**

**Senior Proposal Specialist**

**5/22/2023**

Signature

Printed Name

Title

Date  
(mm/dd/yyyy)

#### 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)

Rev. 2/17

Enter your company's name here: SHI Gouvernement Solutions Requisition #: RFO-DIR-CPO-TMP-570

**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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

### 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 the attachment.

Item Number: \_\_\_\_\_ 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 Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
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	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - 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)

Rev. 2/17

Enter your company's name here: SHI Gouvernement SolutionsRequisition #: RFO-DIR-CPO-TMP-570

**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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

**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 the attachment.

Item Number: \_\_\_\_\_ 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, 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 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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and 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 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 you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. 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 Texas Vendor Identification (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	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
Brock Technology Group		02/23/2023	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Elite Solutions Inc		02/23/2023	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
NewEdge Services		02/23/2023	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more 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 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 <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d.** List **two (2) 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.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Rev. 2/17

Enter your company's name here: SHI Gouvernement Solutions

Requisition #: RFO-DIR-CPO-TMP-570

## SECTION B-4: SUBCONTRACTOR SELECTION

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 the attachment.

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

Item Number: \_\_\_\_\_ 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 Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - 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, §20.285 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 §20.282(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: SHI Government Solutions

State of Texas VID #: 1223695478500

Point-of-Contact: Lisa Black

Phone #: 512-701-9188

E-mail Address: lisa\_black@shi.com

Fax #: 512-732-0232

## SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: \_\_\_\_\_

Point-of-Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_

Requisition #: RFO-DIR-CPO-TMP-570

Bid Open Date: 05/23/2023

(mm/dd/yyyy)

## 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 §20.285, 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, §20.282(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

**DIR-CPO-5237**  
**SHI Government Solutions**  
**APPENDIX C PRICING INDEX**

Publisher Category	Publisher Discount Level	DIR Customer Discount (from Publisher Discount Level)
<b>Adobe:</b>		
Cumulative Licensing Program (CLP) Education Membership	Level 3 Points target: 100,000+ points	6.00%
Cumulative Licensing Program (CLP) Government Membership	Level 2 Points target: 300,000+ points	6.00%
<b>Microsoft:</b>		
<b>Enterprise Agreement (comprised of subcategories as listed below)</b>		18.25%
Office Professional/Standard	Level D less 7.5%	
Windows Pro Desktop Operating System	Level D less 7.5%	
Core CAL/Enterprise CAL Suite (to include stand alone components)	Level D less 6%	
All other or additional EA licensing	Level D	
Enterprise Subscription Agreement	Level D less 2%	18.25%
Select Plus Government	Level D	18.00%
Select Plus Academic	Level D	18.00%
<b>Enrollment for Education Solutions (comprised of subcategories as listed below)</b>		
Online Services		5.00%
License/Software Assurance Pack, SA Step Up, Upgrade/Software Assurance Pack		14.00%
Azure pre-paid commitment and Calling Plan		0.00%
<b>This Contract covers the entire Microsoft Catalogue of products and Related Services plus any and all government and education volume licensing MSRP special Discount programs.</b>		<b>18.25%</b> <b>Depending on the Type of Software License negotiated</b>



**DIR-CPO-5237**  
**SHI Government Solutions**  
**APPENDIX C PRICING INDEX**

Publisher Category	Publisher Discount Level	DIR Customer Discount (from Publisher Discount Level)
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**Software Related Services, such as installation, Configuration, etc., will be provided upon request based on the following:**

Description	DISCOUNT OF MSRP/List Price	Unit of Measure
Technical Consultant	1.00%	Hourly
Solution Architect	1.00%	Hourly
Senior Solution Architect	1.00%	Hourly
Project Management	1.00%	Hourly
Project Coordinator	1.00%	Hourly
Technician	1.00%	Hourly
Cable Technician	1.00%	Hourly
Engineer	1.00%	Hourly
SME/Data/Mobility Architect	1.00%	Hourly
Associate Consultant	1.00%	Hourly
Staff Augmentation	1.00%	Hourly
Implementation	1.00%	Hourly
Help Desk/Service Desk	1.00%	Hourly
Migration/Deployment	1.00%	Hourly
DevOps	1.00%	Hourly
Technical Review Level I	1.00%	Hourly
Technical Solutions Level I	1.00%	Hourly
Technical Solutions Level II	1.00%	Hourly

**Services hourly rate will be posted to the Vendor's contract website.**

**PLEASE NOTE: All prices quoted to Customers shall include the administrative fee. The administrative fee = .75% x Customer Price**



**Department of Information Resources**

**Request for Offer**

**DIR-CPO-TMP-570**

**Software, Commercial Off-the-Shelf (COTS)**

**And**

**Related Services**

<b>Class</b>	<b>Item</b>	<b>Description</b>
208	10	Accounting/Financial: Bookkeeping, Billing, and Invoicing, Budgeting, Payroll, Taxes, etc., Microcomputer
208	11	Application Software, (Not Otherwise Classified), Microcomputer
208	12	Architectural Software, Microcomputer
208	15	Aviation Software, Flight Control, Ground Support, Testing, etc., Microcomputer
208	18	Bar Code Software, Microcomputer
208	19	Biometric Authentication System Software, Microcomputer
208	20	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc., Microcomputer
208	21	Business Intelligence Software, Microcomputer
208	27	Communications: Networking, Linking, etc. (Includes Clustering Software), Microcomputer
208	30	Computer Aided Design (CAD) and Vectorization Software, Microcomputer
208	31	Course Evaluation Software



208	32	Customer Relationship Management Software (CRM), Microcomputer
208	36	Data Processing Software, Microcomputer
208	37	Database Software, Microcomputer
208	39	Desktop Publishing, Microcomputer
208	40	Driver and Hardware Support Programs, Microcomputer
208	41	Engineering Software, Microcomputer
208	42	EDI (Electronic Data Interchange) Translator Software, Microcomputer
208	43	Educational: eLearning, Foreign Languages, Math, Science, Social Studies, etc., Microcomputer
208	45	Expert System Software, Microcomputer
208	46	E-Commerce Software, Microcomputer
208	47	Games: Adventure, Board, Puzzles, Strategy, etc. (See 037-84; 209-48; 785-53; and 805-51 for other type games), Microcomputer
208	50	Graphics: Clip Art, Demos, Presentation, Slide Shows, etc., Microcomputer
208	51	Human Resources Software, Microcomputer
208	53	Integrated Software, Microcomputer
208	54	Internet, Web Site and Mobile Application Development Software, Microcomputer
208	55	Inventory Management Software, Microcomputer
208	56	Logistics and Supply Chain Software, Microcomputer
208	57	Law Enforcement Software, Microcomputer
208	58	Language Translation Software, Microcomputer
208	59	Library Information Management and Library Catalog Database Software, Microcomputer
208	60	Medical Software, All Types, Microcomputer
208	61	OCR and Scanner Software, Microcomputer
208	63	Personnel Software, Microcomputer

208	64	Postage/Mailing and Shipping Software, Microcomputer
208	65	Point of Sale Software, Microcomputer
208	66	Professional: Computer Training, E-learning, Hospital/Pharmacy, Legal, etc. Software, Microcomputer
208	67	Programming: Basic, Assembler, Computer Assisted Software Engineering Tools (CASE), Libraries, etc., Microcomputer.
208	68	Project Management Software, Microcomputer
208	70	Printing Software, Microcomputer
208	71	Procurement Software, Microcomputer
208	72	Procurement and Accounting Taxonomy Software, Microcomputer
208	76	Real Estate/Property Management Software, Microcomputer
208	77	Recycled Software, Microcomputer
208	80	Software, Microcomputer (Not Otherwise Classified)
208	81	Software For Computer Software Training, Microcomputer
208	82	Scientific, Statistical, Engineering, Mathematical, and Mapping Software, Including Photogrammetry, Microcomputer
208	83	Shipping, Postal Management and Address Verification Software, Microcomputer
208	84	Spreadsheet Software, Microcomputer
208	85	Surveying Systems Software, Microcomputer
208	86	Sound or Music Editing Software, Microcomputer
208	87	Tools, Programming and Case Software, Microcomputer
208	88	Software, Monitoring, Microcomputer
208	90	Utilities: Back-up, Batch File, Firewall, Menus, Operating System, Network Operating System, Network Management, Recovery, Screen, Security, Virus Protection, etc., Microcomputer
208	94	Word Processing, Text Editors, Spell Checkers, Microcomputer



209	11	Accounting/Financial: Bookkeeping, Billing, and Invoicing, Budgeting, Payroll, Taxes, etc., Mainframes and Servers
209	12	Application Software, Mainframe Computer, Including Cobol
209	13	Application Software, Servers
209	14	Architectural Software, Mainframes and Servers
209	22	Bar Code Software, Mainframes and Servers
209	24	Biometric Authentication System Software, Mainframes and Servers
209	28	Communications: Networking, Linking, etc., Mainframes and Servers
209	31	Computer Aided Design (CAD) Software, Mainframes and Servers
209	37	Data Processing Software, Mainframes and Servers
209	38	Database Software, Mainframes and Servers
209	40	Desktop Publishing, Mainframes and Servers
209	41	Driver and Hardware Support Programs, Mainframes and Servers
209	42	E-Commerce Software, Mainframes and Servers
209	45	Email Software, Mainframes and Servers
209	46	Expert System Software, Mainframes and Servers
209	47	Engineering Software, Mainframes and Servers
209	48	Games: Adventure, Board, Puzzles, Strategy, etc. (See 037-84; 208-47; 785-53; and 805-51 for other type games), Mainframes and Servers
209	49	Geographic Information System (GIS) Software, Mainframes and Servers
209	51	Graphics: Clip Art, Demos, Presentation, Slide Shows, etc., Mainframes and Servers
209	52	Human Resources Software, Mainframes and Servers
209	54	Internet, Web Site and Mobile Application Software, Mainframes and Servers
209	56	Inventory Management Software, Mainframes and Servers
209	58	Language Translation Software, Mainframes and Servers

209	59	Logistics and Supply Chain Software, Mainframes and Servers
209	60	Music or Sound Editing Software, Mainframes and Servers
209	62	OCR and Scanner Software, Mainframes and Servers
209	64	Personnel Software, Mainframes and Servers
209	66	Point of Sale (POS) Software, Mainframes and Servers
209	68	Programming: Basic, Assembler, etc., Software, Mainframes and Servers
209	69	Project Management Software, Mainframes and Servers
209	70	Printing Software, Mainframes and Servers
209	72	Procurement Software, Mainframes and Servers
209	77	Real Estate and Property Management Software, Mainframes and Servers
209	78	Recycled Software, Mainframes and Servers
209	82	Scientific, Statistical, Engineering, Mathematical, and Mapping Software, Including Photogrammetry, Mainframes and Servers
209	84	Shipping, Postal Management and Address Verification Software, Mainframes and Servers
209	85	Spreadsheet Software, Mainframes and Servers
209	87	Software, Mainframes and Servers (Not Otherwise Classified)
209	88	Tools, Programming and Case Software, Mainframes and Servers
209	91	Utilities: Back-up, Batch File, Menus, Network Management, Operating System, Recovery, Screen, Security, Virus Protection, etc., Mainframes and Servers
209	95	Word Processing, Text Editors, Label Makers, Spell Checkers, etc., Mainframes and Servers
550	90	Transportation Systems, Intelligent (An automated information system which provides traffic management, communications, and analysis of data as a minimum)
920	2	Data Processing, Computer and Software Services Access Services, Data
920	3	Application Service Provider (ASP), Web Based Hosted
920	4	Applications Software, Main Frame Server Systems

920	7	Applications Software for Microcomputer Systems: Business, Mathematical and Statistical, Medical, Scientific, etc.
920	13	Advanced Authentication System Software Services, Including Maintenance and Repair
920	14	Applications Software, Mainframes and Servers
920	15	Assessment and Profiling Services of Software
920	16	Biometric Authentication System Software Services, Including Maintenance and Repair
920	39	Processing System Services, Data (Not Otherwise Classified)
920	45	Software Maintenance and Support Services
920	46	Software Updating and Upgrading Services
920	49	Systems and Executive Software, Mainframe and Servers
920	56	Systems and Executive Software, Microcomputer
920	63	Systems and Executive Software, Mainframe and Servers
920	66	System, Network, Database, DBA Administration Services
920	91	Training, Computer Based, Software Supported
920	94	Word Processing Software, Mainframe and Servers
920	95	Word Processing Software, Microcomputer
920	96	Word Processing Software, Minicomputer

**Issued: 2/2/2023**

**Version 1**

**Responses Due: Friday April 28, 2023, 2:00 P.M., 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.

### **Software, Commercial Off-The-Shelf (COTS) RFO DIR-CPO-TMP-570**

#### **Solicitation Package 1**

Exhibit A: Respondent Information

Exhibit A1: Exceptions

Exhibit B: Respondent History and Experience

Exhibit C: Contract Marketing and Support Plan

Exhibit D: HUB Subcontracting Plan (HSP) Sample Form

Exhibit E: VPAT (for COTS)

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: Certification of OFF-Premises Customer Services

Exhibit J: Reference Forms

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

Exhibit L: Definitions

#### **Solicitation Package 2**

Itemized Pricing Spreadsheet

#### **Solicitation Package 3**

Attachment 1: Sample Contract

Attachment 2: Appendix A Terms and Conditions

Attachment 3: Service Agreement Template

## Table of Contents

<b>1.</b>	<b>INTRODUCTION.....</b>	<b>1</b>
1.1.	Statutory Authority.....	1
1.2.	Purpose.....	1
1.3.	DIR Vision and Desired Outcomes.....	1
1.3.1	Background.....	1
1.3.2	DIR Information.....	2
1.3.3	Information Technology Acquisition.....	2
1.3.4	Texas Government Code, Section 2157.068.....	3
1.3.5	Cost Recovery.....	3
1.3.6	DIR Cooperative Contracts Program Historical Sales.....	3
1.3.7	Current Contracts.....	4
<b>2.</b>	<b>SCOPE.....</b>	<b>4</b>
2.1.	Products.....	4
2.2.	Value Added Resellers (VAR).....	6
2.3.	Out of Scope Products.....	7
2.4.	Related Software Services.....	7
2.5.	Out of Scope Services.....	7
2.6.	Respondent Requirements.....	8
2.7.	Electronic and Information Resources (EIR) Accessibility.....	8
2.8.	Proposed Changes and Exceptions.....	9
2.9.	Term of Contract.....	10
2.10.	Option to Extend.....	10
2.11.	Products and Services Offerings.....	10
<b>3.</b>	<b>GENERAL SOLICITATION INFORMATION.....</b>	<b>10</b>
3.1.	Point of Contact.....	10
3.2.	Response Integrity.....	11
3.3.	Schedule of Events.....	11
3.3.1	Optional Webinar.....	12
3.3.2	Written Questions and Official Answers.....	12
3.4.	Historically Underutilized Businesses.....	13
3.4.1	HUB Subcontracting Plan.....	14
3.5.	HUB Continuing Performance.....	14
3.5.1	HUB Resources Available.....	14
3.6.	Successful Respondent Qualifications.....	14
3.7.	Electronic and Information Resources (EIR) Accessibility.....	17
3.7.1	ACR Submission and Review.....	17

3.7.2	VADSIR Submission and Review .....	18
3.7.3	PDAA Submission and Self-Assessment Score.....	18
3.8.	Response Deadline and Submission Requirements.....	19
3.9.	Response Instructions .....	19
3.10.	Rejection of Responses.....	26
3.11.	Right to Amend or Withdraw RFO.....	26
3.12.	Pre-agreement Costs.....	27
3.13.	Ownership of Responses.....	27
3.14.	Public Information .....	27
3.15.	News Release.....	28
<b>4.</b>	<b>EVALUATIONS, NEGOTIATIONS, AND AWARD .....</b>	<b>28</b>
4.1.	Evaluation of Responses.....	28
4.2.	Evaluation Criteria.....	28
4.2.1	Pass/Fail Criteria.....	28
4.2.2	Weighted Evaluation Criteria .....	29
4.3.	Revised Offer .....	29
4.4.	Negotiations .....	29
4.5.	Award of Contract.....	30
4.6.	Protest Procedures .....	30



## 1. INTRODUCTION

### 1.1. Statutory Authority

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.

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

### 1.2. Purpose

The objective of this Request for Offer (RFO) is to solicit Responses from potential Respondents to provide Software, Commercial Off-the-Shelf (COTS) and Related Services, in addition DIR will be soliciting responses for Value Added Software from authorized resellers for software publishers with which DIR has established publisher agreements for **volume license** programs to DIR Customers, acting by and through the Department of Information Resources (DIR).

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. **Section 4 EVALUATIONS, NEGOTIATIONS, AND AWARD** of this RFO 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.

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**

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.

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**

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 (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 seventy-five hundredths of a percent (0.75%). 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 1<sup>st</sup> through August 31<sup>st</sup>.

Table 1: DIR Cooperative Contracts Historical Sales

	2020	2021	2022
Assistance Org	\$7,470,000	\$5,980,000	\$4,660,000
Higher Ed	\$374,820,000	\$398,930,000	\$446,820,000
K-12	\$851,820,000	\$920,490,000	\$891,630,000
Local Government	\$687,950,000	\$731,240,000	\$783,360,000
Out of State	\$59,450,000	\$74,970,000	\$84,600,000
State Agency	\$606,910,000	\$645,990,000	\$839,580,000
<b>Total:</b>	<b>\$2,588,420,000</b>	<b>\$2,778,000,000</b>	<b>\$3,051,000,000</b>

### 1.3.7 Current Contracts

DIR currently has multiple categories of contracts to provide Software, Commercial Off-the-Shelf (COTS) and Related Services. These categories of contracts were previously awarded from multiple RFOs but have been combined for this RFO. [Table 2: Software, Commercial Off-the-Shelf \(COTS\) and Related Services Sales Volume by DIR Fiscal Year](#) shows the total sales volume of products and services sold through the Software, Commercial Off the Shelf and Related Services (RFO416 and RFO449), the Case Management (RFO401) and the Value-Added Resellers (RFO404) contracts for fiscal years 2020, 2021, and 2022.

Table 2: Software, Commercial Off-the-Shelf (COTS) and Related Services Sales Volume by DIR Fiscal Year

FY 2020 Sales	FY 2021 Sales	FY 2022 Sales	Total Sales
\$268,325,331.28	\$377,273,633.18	\$530,092,683.99	\$1,175,691,648.45

## 2. SCOPE

It is the responsibility of the Respondent to ensure the products and/or services proposed are within the scope of this RFO.

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.

### 2.1. Products

DIR intends to contract with the Successful Respondent(s) to provide Software, Commercial Off the Shelf (COTS), including, but not limited to, the following Categories/Functionalities:

- Analytics Administrator and Explorer Software
- Application Monitoring Software
- Appointment Management Software
- Artificial Intelligence (AI)

Audit Management  
Back-Up Software  
Board Management software  
Building Maintenance Management Software  
Business Process Management Software  
Case Management Software  
Check Writing and Management Software  
Construction Management  
Content Management Software  
Contract Management (including eProcurement and Procure-to-Pay suites)  
Customer Support Software Tools  
Cybersecurity Software  
Data and Device Security Software  
Data Loss Prevention Storage Software  
Data Management Software  
Design and Development Software  
Developer Tools Software  
Disaster Recovery Software  
Document Generation Software  
Document Imaging Software  
Document Management Software  
E-discovery such as Relativity  
Emergency Notification Systems Software  
Engineering Design Software  
Enterprise Resource Planning (ERP)  
eProcurement Software  
Fax Management Software  
File Synchronization Software (personal cloud, and client)  
File Transfer Software  
Financial Management Systems Software  
Fleet Management Software  
GIS/Mapping Software  
Government Compliance Software Solutions  
Grant Management Software  
Healthcare Management Software Systems  
Human Resource Management Software  
Insurance Software Solutions  
Intelligent Data Capture Software  
It Operations and Service Management Software

Laboratory Information Management Systems Software  
License Management Software  
Messaging Software  
Migration Software  
Modern Incident Management Software  
Multifactor Authentication Software  
Network Controller Software  
Network Management Software  
Network Protocol Analyzer Software  
Presentation Management Software  
Privileged Access Management Software  
Procurement Management Software  
Procure-to Pay suites Software  
Project and Portfolio Management Software  
Project Management Software  
Proxy Server Software  
Quality Management Software  
Radiology Information System Software Solutions  
Rational Application Developer Software  
Records Management Software  
Robotic Process Automation (RFA) Software  
Robotic Process Automation\* Software  
Security and access manager Software  
Statistics Software  
Survey Software  
Training and Development Software  
Transportation Routing and Management Software  
Virtualization Software  
Vulnerability Management Connectivity Software  
Web Design Software  
What You See is What You Get (WYSIWYG) Editor Software  
Workflow Automation Software

## **2.2. Value Added Resellers (VAR)**

DIR enters into Master License Agreements (MLA) with the software publishers named in this RFO to establish statewide pricing level/band or discount levels for software that is available through each of the software publisher's volume license program. DIR intends to contract with an authorized reseller or authorized resellers for these software publishers with which DIR has existing publisher agreements. The authorized Resellers will provide the software and related



services for **Adobe, Microsoft, and Novell ONLY**. DIR reserves the right to make a single award for all the software publishers or multiple awards for each software publisher.

### 2.3. Out of Scope Products

The following products are out of Scope of this RFO;

- 2.3.1 Custom application development products.
- 2.3.2 Products that require customization of the COTS core code; and
- 2.3.3 Standalone hardware products (hardware is allowed when it is part of a complete software solution system).

### 2.4. Related Software Services

- 2.4.1 Related software services include but are not limited to installation; product configuration; maintenance and technical support; project management; licensing management services; managed services, licensing compliance services; and product training. If providing product-related services, the Successful Respondent shall provide a description of those services and the related pricing in **Package 2 - Pricing Form**.

**\*Software Services will only be entered in Package 2 spreadsheet. Do not enter Services in BidStamp.**

- 2.4.2 **VAR authorized Resellers** will provide, at no additional cost, reseller management services to include, but not be limited to, providing price quotes, tracking licenses (new and existing), management of licenses, monitoring volume levels and opportunities for cost savings, training, installation/de-installation/implementation support, and software advisement to DIR and/or DIR Customers. The VAR authorized Resellers would be expected to provide, at no additional cost, assistive and support services regarding the software that is representative of the State's interest and best value.

### 2.5. Out of Scope Services

The following Services are out of Scope of this RFO:

- 2.5.1 Services only (installation, configuration, interfacing, migration, maintenance, support, etc.) without also providing any associated software or SaaS product.
- 2.5.2 Custom application development services:
- 2.5.3 Deliverables-Based Information Technology Services (DBITS)
- 2.5.4 Infrastructure as a Service (IaaS)

2.5.5 Cloud Broker Services

2.5.6 Cloud Assessment Services

2.5.7 Professional or Consulting services as defined in Chapter 2254 of the Texas Government Code.

**2.6. Respondent Requirements**

- a) The Successful Respondent shall ensure that all network ports and protocols utilized by the software are documented; the Successful Respondent shall provide documentation to the Customer.
- b) The Successful Respondent shall provide remote customer support through telephone, email, and /or the web.
- c) The Successful Respondent shall only provide software that is free of date related defects (e.g., four-digit years).
- d) The authorized VAR Resellers must be able to provide a comprehensive system for license tracking and inventory management of license product purchases, including but not limited to, accurate record keeping for product purchases, tracking maintenance renewals/due dates, etc.
- e) The authorized VAR Resellers must be able to provide reporting, including but not limited to, standard and online reports for individual customers, custom or ad-hoc reports as requested by individual customers, etc.
- f) The authorized VAR Resellers shall meet customer service expectations, including but not limited to dedicated representation and timely response, problem escalation, providing service level performance standards, etc.
- g) The authorized VAR Resellers shall be a liaison with the software Publisher and work in the best interest of the state and its customers to leverage volume or enterprise license agreements and maximize cost savings through better pricing, publisher's promotions, or other savings opportunities.
- h) THE AUTHORIZED VAR RESELLERS MUST HONOR EXISTING/CURRENT CUSTOMER AGREEMENTS A DIR CUSTOMER MAY HAVE THAT CONTAIN REMAINING PAYMENT TERMS AT EQUAL TO OR BETTER PRICING. PRICE ESCALATION FOR EXISTING CUSTOMER AGREEMENTS WILL NOT BE ALLOWED. IF MORE ADVANTAGEOUS PRICING IS PROVIDED DURING THE EXISTING TERM OF A CUSTOMER AGREEMENT, THE AUTHORIZED RESELLER SHALL EXTEND THE REDUCED PRICING TO ALL DIR CUSTOMERS.

**2.7. Electronic and Information Resources (EIR) Accessibility**

Products, applications, and websites that will be used by Texas state employees or members of the public must comply with EIR accessibility technical standards as defined in [1 TAC 206](#), [1 TAC 213](#), and in the [Worldwide Web Consortium WCAG 2.0 AA](#). Accurate product Voluntary Product

Accessibility Templates (VPATs) are required for Commercial Off-the-Shelf (COTS) offerings included in this contract. If development services are included, vendors will be required to complete the Vendor Accessibility Services Development Information Request (VASDIR) or other documents as requested that describe vendor's ability to produce accessible offerings. The Successful Respondent shall provide a solution that is compliant with the above referenced standards and provide satisfactory responses on the documents.

Respondent shall complete:

1. Exhibit E Voluntary Product Accessibility Templates (VPATs)
2. Exhibit H: Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-assessment; and
3. Exhibit K: Vendor Accessibility Development Service Information Request (VADSIR).

Per Table 5: Response, the Respondent shall include completed above-referenced attachments in the response.

## 2.8. Proposed Changes and Exceptions

**Caution: Respondent's Response may be disqualified if their exceptions are excessive.**

Item 13 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 Products and Related Services* and *Standard Terms and Conditions*. Respondent should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 13 of **Exhibit A Respondent Information**. Failure to abide by these instructions may result in DIR rejecting all exceptions submitted by the Respondent.

**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; (2) 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; and (3) 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.

DIR reserves the right to make changes to the Contract for Products and Related Services 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.



## **2.9. Term of Contract**

DIR anticipates that the initial term of the Contract will be up to two (2) years with one (1) optional two-year renewal and two (2) optional one-year renewal (each, a "Renewal Term") 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 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.

**Section 3.9.4** of this RFO contains the format for Respondents to note any exception to any provision, term, or condition specified in the RFO.

Any objections or exceptions should be noted in keeping with **RFO Section 3.9.4**.

DIR reserves the right to make changes to 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 as a result of this RFO, any Respondents selected for negotiations will be notified.

## **2.10. 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 four (4) calendar months or December 31, of the then-ending Contract Term year, whichever is later. 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.

## **2.11. Products and Services Offerings**

Products and services available under the Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-570 for Software Commercial off the Shelf (COTS) and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

# **3. GENERAL SOLICITATION INFORMATION**

## **3.1. Point of Contact**

Vania Ramaekers is the sole point of contact for this procurement. Routine correspondence may be directed to Vania Ramaekers as follows:

Vania Ramaekers, CTCD, CTCM

Department of Information Resources  
300 W. 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Internet: [vania.ramaekers@dir.texas.gov](mailto:vania.ramaekers@dir.texas.gov)

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

To ensure the integrity of the competitive process, a Respondent may not directly or indirectly communicate any of the contents of its Response to:

- i) A competitor of the Respondent; or
- ii) 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
- iii) A related entity of the Respondent engaged in the same line of business as the Respondent.

**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.

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: Tentative Schedule of Events

Activity	Date/Time (CST)
Publish RFO on Electronic State Business Daily	2/2/2023
Deadline for submitting Pre-Proposal Conference questions	02/24/2023 05:00 PM (CT)
Pre-Proposal Conference (Optional)	03/01/2023 01:00 PM (CT)
Deadline for submitting all RFO Questions	03/21/2023 05:00 PM (CT)
Deadline for submitting Response to RFO	04/28/2023 02:00 PM (CT)
Deadline for DIR to receive Respondent References	04/28/2023 02:00 PM (CT)
Evaluations, Clarifications, and Amended Responses	05/01/2023 – 5/30/2023
Negotiations and Awards	06/01/2023 – until completed

### 3.3.1 Optional Webinar

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.

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.

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.

#### **ATTENDANCE AT THE PRE-SOLICITATION WEBINAR IS HIGHLY RECOMMENDED.**

**Date:** 03/01/2023  
**Time:** 10:00 a.m.  
**Location:** Zoom / Interactive Webcast  
**Address:** NA- Remote Only

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\\_Lt-vdVRyQyGsHo5mLL8IGw](https://www.zoomgov.com/webinar/register/WN_Lt-vdVRyQyGsHo5mLL8IGw)

### 3.3.2 Written Questions and Official Answers

Using Table 4: Question Template, 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 Section 3.3 Schedule of Events.** 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>.

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 inquiry.

Table 4: Question Template

#	RFO/Document Location/Cell Reference	Question
<i>Example:</i> 1	<i>RFO Section 3.4 Historically Underutilized Business</i>	<i>What is the HUB goal expected for this procurement?</i>

**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:

- i) 11.2% for heavy construction other than building contracts;
- ii) 21.1% for all building construction, including general contractors and operative builders' contracts;
- iii) 32.9% for all special trade construction contracts;
- iv) 23.7% for professional services contracts;
- v) 26.0% for all other services contracts;
- vi) 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 2161.252(b), 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. Successful Respondents 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 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.**

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>. 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 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](mailto:StatewideHUBProgram@cpa.texas.gov). 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

#### 3.6.1 Federal Requirements

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.

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.

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.

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:

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.

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

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 are institution of higher education completion of the program by each such officer, employee, or subcontractor.

#### 3.6.5 Authorized Resellers/Order Fulfillers

Any Respondent who is not the manufacturer or publisher of a product included in its Response must supply a signed letter from the manufacturer or publisher certifying that Respondent is an authorized reseller of the manufacturers or publisher's products to the agencies and political subdivisions of the State, including institutions of higher education, and may sell such products under the terms and conditions of the DIR Contract, in support of Respondent's proposal.

**Signed letters of authorization must be submitted with Respondent's proposal.**

Any Respondent who is an authorized VAR Resellers must supply a letter from the publisher applicable to their response certifying that **Vendor is an authorized volume licensing reseller of publisher's** products to the agencies and political subdivisions of the State of Texas as

described in **Section 2. Scope** of this RFO. **Failure to supply all letters of authorization will result in elimination of the related product or the entire proposal from the solicitation process.**

### **3.7. Electronic and Information Resources (EIR) Accessibility**

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.

Accordingly, all Respondents must provide the following accessibility documentation:

- i. 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) and or the URL to view the ACR online. See RFO Section 3.7.1 for detailed requirements.
- ii. 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 3.7.2 for detailed requirements.
- iii. The Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment. See RFO Section 3.7.3 for detailed requirements.

Responses with missing or incomplete required accessibility documentation will receive a failing score for the EIR accessibility evaluation and may be disqualified.

#### **3.7.1 ACR Submission and Review**

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.

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.

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 and or provide links to the manufacturer's accessibility documentation.

DIR will review a sample of ACRs for credibility and completeness.

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.

### 3.7.2 VADSIR Submission and Review

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.

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:

- i. Website development services
- ii. Web Application Development Services
- iii. Custom development services as part of an integrated solution
- iv. Client based software application development services
- v. Other software development services containing one or more user interfaces (end user, administrative, etc.)

VADSIRs will be evaluated by DIR for credibility and completeness.

### 3.7.3 PDAA Submission and Self-Assessment Score



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.

PDAA score will be included in the evaluation and a missing or blank PDAA will receive a score of 0 (fail) and will disqualify the Response.

### **3.8. Response Deadline and Submission Requirements**

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 [Table 3: Tentative Schedule of Events](#)**. **No late Responses will be reviewed.**

No facsimile or e-mail responses shall be accepted unless otherwise indicated in an addendum on the ESD, provided that DIR may, in its sole discretion, grant an accommodation upon showing of good cause by a Respondent.

The system clock in the BidStamp VIS is the official timepiece for determining compliance with the deadline. The "Submit Response" button in the BidStamp VIS MUST be engaged prior to the due date and time or the response will not be received through the automated system. 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 13<sup>th</sup> floor, at which point the clock in the Purchasing office shall serve as the official timepiece for those Responses.

DIR Procurement staff are unable to view any submission documents prior to the closing date and time of the RFO. Therefore, DIR Procurement staff are unable to pre-view any submissions in the BidStamp VIS portal for completeness. It is the responsibility of the Respondent to ensure their submission meets the requirements of the RFO.

### **3.9. Response Instructions**

Respondent will follow the instructions set forth in the following Exhibits and Attachments to this RFO.

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.

Respondent's Response must be consistent with the structure, sequencing, and terminology used in this RFO.

#### **3.9.1 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.

#### 3.9.1.1 VIS Account Request Process

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.**

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.

#### 3.9.1.2 Solicitation Response Requirement

**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 Section [3.1 Point of Contact](#). Please allow at least five (5) Business Days for response.

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.**

**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).**

Non-submission of any of the requested information may disqualify the Respondent’s Response from further consideration by DIR.

#### 3.9.2 No Marketing Materials Desired

Unnecessarily elaborate brochures or other presentations beyond those requested and sufficient

to present a complete Response **are not desired**.

### 3.9.3 Response Documents

#### 3.9.3.1 Exhibit A Respondent Information and Executed Offer Form

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

#### 3.9.3.2 Exhibit A1 Exception Table

Respondent shall complete Exhibit A1 Exceptions - Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions.

#### 3.9.3.3 Exhibit B Respondent Experience

Respondent shall complete Exhibit B Respondent Experience, providing information regarding its past relevant experience.

**Respondent shall not refer to information provided elsewhere in the RFO Response or reference website links.**

#### 3.9.3.4 Exhibit C Contract Marketing and Support Plan & Attachments

Respondent shall complete Exhibit C Contract Marketing and Support Plan, providing information regarding its plan to market and support the DIR contract if awarded. Respondent shall include any requested attachments as part of the complete response to Exhibit C.

**Respondent shall not refer to information provided elsewhere in the RFO Response or reference website links.**

#### 3.9.3.5 Exhibit D HUB Subcontracting Plan (HSP)

Respondent shall download the most recent version of the HUB Subcontracting Plan, complete, sign and submit the HUB Subcontracting Plan in accordance with Section 3.4 Historically Underutilized Businesses and the instructions in the HSP document.

The Exhibit D HUB Subcontracting Plan document is provided as an example only. Respondent shall not utilize the actual document to complete as part of their response.

#### 3.9.3.6 Exhibit E Accurate Product Voluntary Product Accessibility Templates (VPATs)

Respondent shall download the most recent version of the VPATs form and complete this form for each software being proposed.

#### 3.9.3.7 Exhibit J Respondent References and Exhibit F Respondent Release of Liability



Respondent must complete the top portion of and send **Exhibit J 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 two (2) to five (5) years. Instructions are included in **Exhibit J Reference Form**. DIR is not responsible for undeliverable e-mails or for non-responsive references. Respondent's references will be evaluated in accordance with 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 J 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 J Reference Forms** submitted by the Respondent will **NOT** be considered. DIR may contact References for clarification at DIR's discretion.

For each reference provided, Respondent shall provide a signed RFO **Exhibit F, Respondent Release of Liability**.

#### 3.9.3.8 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 cancelation and the Respondent's position relevant to the cancelation, including the final resolution of the contract cancelation. 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.

#### 3.9.4 Pricing

Any Respondent responding to this RFO must submit specific pricing for the products and services 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 instructed. **may be made available through a Contract.**

Respondents should not assume they will have the ability to negotiate better pricing/discounts, but rather respondents should make their best offer on pricing/discounts with their initial response.

##### 3.9.4.1 Automated Pricing Form in BidStamp Vendor Information System (VIS)

Respondents must submit product pricing on DIR's Automated Pricing Form in the BidStamp VIS. Failure to respond as instructed may result in Respondents' offer being disqualified from further evaluation.

**Respondents must submit the discount(s) of the offerings on Automated Pricing Form in BidStamp VIS** (by selecting "Create Pricing Form" button)

**Automated Pricing Form:** The products shall be categorized by brand, product category, product family or whatever group of Respondent's choice.

Please note **only products** shall be included on this Automated Pricing Form in BidStamp VIS, no services shall be included.

Respondents must offer only one discount for each brand, product family or whatever group of Respondent's choice proposed. The discount shall be applied to all products within that brand, product family or whatever group of Vendor's choice.

Product discount ranges and/or averages will not be accepted. The price to the DIR Customer shall include all shipping and handling fees.

BidStamp VIS Automated Pricing fields include:

- i. **Product Category/Function** Enter product family or product category of the proposed brand. Example: Case Management
- ii. **Brand Name:** Example: Sony  
NOTE: **Brand name must be submitted as spelled in the general marketplace.**  
(Example: HoverCam is correct. Hover Cam is incorrect)
- iii. **Discount off MSRP or List Price:** provide discount for detailed line item. Provide discount for each brand.

For the purposes of this RFO, the following definitions will apply:

- i. **List Price:** the price at which a product is usually sold to the public and from which a trade discount is computed by a prime Vendor that is an authorized reseller for a manufacturer.
- ii. **MSRP:** the price of a product which the manufacturer recommends that the reseller sell the product. The intention of the MSRP is to help standardize prices among authorized resellers.

#### 3.9.4.2 Package 2 – Itemized Pricing

Respondent shall use the electronic version of Package 2- Itemized Pricing to provide a detailed response. Respondent shall not alter the format of the pricing template. Respondent may add additional rows but shall not delete or change formulas.

The detailed products and/or services offerings shall be provided on Package 2 Itemized Pricing and shall be uploaded as an excel spreadsheet in the BidStamp VIS document set.

Discounts entered in Package 2 Itemized Pricing must match the discounts entered in the Automated Pricing Form. **DIR may disqualify brand(s) proposed if a discrepancy is found.**

For purposes of this RFO, there are Five (5) Tabs identified below that are in the "Package 2", Itemized Pricing Sheet:

- i. Tab 0: Instructions
- ii. Tab 1: Products Detail
- iii. Tab 2: BidStamp Brand Average Discount
- iv. Tab 3: Service Details
- v. Tab 4: Volume Discount
- vi. Tab 5a VAR Product Volume Discount
- vii. Tab 5: VAR Products Pricing Sheet

#### 3.9.4.3 Related Services

Any Vendor offering product-related services must submit a description of those services and the related pricing in the Package 2, Itemized Price Sheet.

#### 3.9.4.4 Manufacture Letters of Authorization

Respondent responding to this RFO as the Reseller/Order Fulfiller of the Software, Commercial Off the Shelf (COTS) and Related Services must submit the Manufacturer's resell authorization letter from the Manufacturer and/or Publisher. Refer to Section 3.6.5 for detailed information.

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

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 **Package 3A DIR Standard Terms and Conditions** included in the RFO documents.

**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:

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



Exceptions must include:

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

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.

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\_ Exhibit A1\_Exceptions.xlsx.**"

**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.**

Prior to the final award of a Contract, DIR reserves the right to make changes to standard terms and conditions. Should this occur, any Respondent selected for negotiations will be notified.

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.**

### 3.9.6 Addenda to the RFO

To acknowledge receipt of all Addenda, the Respondent shall provide a completed and signed "page one" of each Addendum.

### 3.9.7 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 [3.7 Electronic and Information Resources \(EIR\) Accessibility](#).

Table 5: Response Files

RFO Reference	Form of Response
<b>Package 1</b>	
<b>Exhibit A: Respondent Information Form – MUST BE SIGNED</b>	"ABC_570_Exhibit A.docx"
<b>Exhibit A1: Exceptions - Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions</b>	"ABC_570_Exceptions.xlsx"
<b>Redlined version of Package 3a Standard Terms and Conditions, if applicable</b>	"ABC_570_Package 3a_Redline.docx"
<b>Exhibit B: Respondent History and Experience</b>	"ABC_570_Exhibit B.docx"

<b>RFO Reference</b>	<b>Form of Response</b>
<b>Exhibit C: Contract Marketing and Support Plan</b>	"ABC_570_Exhibit C.docx"
<b>Exhibit D: HUB Subcontracting Plan (HSP) – MUST BE COMPLETED and SIGNED</b>	"ABC_570_HSP.docx"
<b>Exhibit E: ACR (VPAT)</b>	"ABC_570_ACR_Brand.docx" *include the actual "Brand" name in the document naming convention*
<b>Exhibit F: Respondent Release of Liability</b>	"ABC_570_Exhibit F.docx"
<b>Exhibit G: EDGAR Certification Form</b>	"ABC_570_EDGAR.docx"
<b>Exhibit H: PDAA Form</b>	"ABC_570_PDAA.docx"
<b>Exhibit I: Certification of OFF Premise Customer Services</b>	"ABC_570_Off Premise.docx"
<b>Exhibit J: Reference Form</b>	To Be submitted by Customers via Email.
<b>Exhibit K: VADSIR (if applies)</b>	"ABC_570_VADSIR.docx"
<b>Package 2 Itemized Pricing</b>	"ABC_570_Pricing.xlsx"
<b>Signed Addenda to the RFO</b>	"ABC_570_Addenda" (.docx or .pdf)
<b>Manufacture Letters of Authorization</b>	"ABC_570_LOA_Brand.docx" *include the actual "Brand" name in the document naming convention*

### 3.10. 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.

### 3.11. 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 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.

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.

### **3.12. 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.

### **3.13. 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.

### **3.14. 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. Respondent may not mark its complete Response "copyrighted" or mark every page as proprietary or confidential, but if a Respondent believes that its Response, or parts of its Response, may be exempted from disclosure under Texas law, the Respondent must specify page-by-page and line-by-line the parts of the Response that it believes are exempt. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons substantiating the exception(s). 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.

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.

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.

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.

DIR makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFO, its Appendices, Exhibits, and Attachments. The Respondent is responsible for making its own evaluation of information and data contained in this RFO and in preparing and submitting its Response.



### 3.15. 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

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.

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:

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 online item 3 of **Exhibit A Respondent Information**; the DUNS number shall correspond to the company name AND address on file with Dun and Bradstreet.

Completion and signing of HUB Subcontracting Plan (**Exhibit D**); and

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:

- i) A score of less than "C" in the Vendor Performance System;
- ii) Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports; and
- iii) Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (including but not limited to late delivery, etc.).

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:

- i) Missing or incomplete ACRs (VPAT) for products listed on the itemized price sheet;
- ii) Missing or incomplete VADSIR for proposed development services on the itemized price sheet or;
- iii) Missing or blank PDAA self-assessment

#### 4.2.2 Weighted Evaluation Criteria

DIR will use the following criteria (listed in order of priority) to determine the best value for the state:

##### 4.2.2.1 Exhibit E Itemized Price Sheet – 40%

Respondents should not assume they will have the ability to negotiate better pricing/discounts, but rather Respondents should make their best offer on pricing/discounts with their initial response.

##### 4.2.2.2 Exhibit B Respondent History and Experience – 30%

##### 4.2.2.3 Exhibit C Respondent Contract Marketing and Support Plan – 30%

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.

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 [3.8.3.5](#) 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

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.

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.

Award(s) for this RFO shall be posted under requisition number RFO DIR-CPO-TMP-570 on the ESBD, <http://www.txsmartbuy.com/esbd>. 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**



Department of Information Resources  
Request for Offer DIR-CPO-TMP-570  
Software, Commercially Off the Shelf (COTS) and Related Services

**Exhibit A**  
**Respondent Information**

**This form must be filled out in its entirety and signed on the last page by an officer or agent empowered to contractually bind the Respondent.**

1) A) Legal Entity Name: \_\_\_\_\_

B) Company "friendly" Name (DBA): \_\_\_\_\_

2) Comptroller of Public Accounts Respondent Identification Number: \_\_\_\_\_

3) DUNS # \_\_\_\_\_

4) Federal Employer Identification Number (FEIN) \_\_\_\_\_

5) Parent company name (if applicable) \_\_\_\_\_

6) Principal place of business

Address:

City:

State:

Zip Code:

7) Facility responsible for servicing the contract

Address:

City:

State:

Zip Code:

**NOTE: Respondents are encouraged to provide multiple contact persons in order to ensure critical information is received and acted upon timely. Updates to contact information should be provided throughout the duration of the procurement process. DIR is not responsible for a Respondent's failure to timely respond due to outdated contact information.**

8) Contact Person(s) regarding Respondent's Response to the RFO

Name:

Address:

City, State, Zip:

Phone Number:

Fax:

Email:

Department of Information Resources

Request for Offer DIR-CPO-TMP-570

Software, Commercially Off the Shelf (COTS) and Related Services

9) Contact Person(s) responsible for contract negotiation (if different from above)

Name:

Address:

City, State, Zip:

Phone Number:

Fax:

Email:

10) Officer or Agent empowered to contractually bind the Respondent: (if different from above)

Name:

Title:

Address:

Phone Number:

Fax:

Email:

11) Indicate whether your company is a certified Historically Underutilized Business

(HUB) with the State of Texas by the CPA.

\_\_\_\_\_ Yes \_\_\_\_\_ No

12) Year of incorporation: \_\_\_\_\_

**13) Exceptions**

Caution: Respondent's Response may be disqualified if their exceptions are excessive, or if they list exceptions to non-negotiable terms.

(a) This section contains the format for Respondents to note any exception to any standard provision, term, or condition specified in the RFO. **Respondents should note that DIR expects each Respondent to comply with the requirements of this RFO as written.** 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:

- (i) Referencing negotiation of revised language in another DIR or other state agency contract;
- (ii) Referring to an internal division's need for the revised language without a valid reason as to why the exception is necessary;
- (iii) Indicating the proposed language is "negotiable;" and
- (iv) Referencing an internal Respondent terms and conditions document.

Department of Information Resources

Request for Offer DIR-CPO-TMP-570

Software, Commercially Off the Shelf (COTS) and Related Services

- (b) Exceptions **must include**:
  - (i) RFO document title, section number, and section title;
  - (ii) Explanation as to why Respondent cannot comply with the term or condition; and
  - (iii) Proposed alternate language (redline).
- (c) If Respondent fails to note any exception within its Response, Respondent may not be allowed to request an exception throughout the procurement process. No new exceptions will be considered after negotiations or Contract Award.
- (d) Refer to the table below. 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 submit, as a separate document, provided here as Exhibit A1 Exceptions Table and name it "ABC Exhibit A1\_Exceptions.xlsx."
- (e) **Respondents are encouraged not to request exceptions to standard contract terms and conditions; DIR, in its sole discretion, may or may not accept the Respondent's requested exceptions.** Exceptions will be one (1) factor considered by DIR in determining best value for the State.
- (f) If there are no exceptions, the Respondent shall explicitly state in the Exhibit A1 document "ABC Exhibit A1\_Exceptions.xlsx" that the Respondent takes no exception to any part of this RFO.
- (g) **Any exception may result in the Contract not being awarded to the Respondent. DIR reserves the right to exclude a Respondent based upon the quality and substance of any exception(s).**

Location/Specific Section Reference	Objection/Issue	Proposed Alternative Language (redline)

In addition to completing the Exhibit A1 Exceptions spreadsheet, Respondent shall include in its Response a red-lined version of Attachment 1 Standard Contract Terms and Conditions containing only those Exceptions specific to that document. Further, Respondent shall include a comment with each redline providing the above-described explanation for why the redlined language is necessary and why the Respondent cannot comply with the original language.

**14) Respondent and Subcontractor Conflict of Interest Disclosure**

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



Department of Information Resources

Request for Offer DIR-CPO-TMP-570

Software, Commercially Off the Shelf (COTS) and Related Services

- a) **NOTE:** Any current or former employees of Respondent who will spend twenty percent (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
- b) **NOTE:** Any proposed Respondent personnel assigned to work directly on any Contract to arise from this RFO twenty percent (20%) or more of their time who are related within two (2) 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.

Respondent Personnel:

<u>Current or Former Employees who are current or former State employees (see NOTE a) above)</u>	<u>Respondent Personnel related to State of Texas Employees (see NOTE b) above)</u>

Subcontractor personnel:

<u>Current or Former Employees of Subcontractor(s) who are current or former State employees (see Note a) above)</u>	<u>Subcontractor Personnel related to State of Texas Employees (see Note b) above)</u>

c) Respondent 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, 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.

**15) Proof of Financial Stability**

All Respondents responding to this RFO and all Respondents 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 Respondent to be "in good standing" and a Respondent with which the state is authorized to do business.

**16) Statement of Compliance**

A. Checklist for the RFO

**Department of Information Resources**

**Request for Offer DIR-CPO-TMP-570**

**Software, Commercially Off the Shelf (COTS) and Related Services**

- (i) The following checklist is provided for the convenience of Respondents in their Response preparation process. It is not intended to represent an exhaustive list of the mandatory requirements for this RFO. Respondents must ensure that all mandatory requirements for this RFO are met, even if they are not included in this checklist.
- (ii) 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 3.8.4 of the RFO and reject any Response that does not comply.
- (iii) **All Responses must be received by DIR on or before the date and time specified in Section 3.3 of this RFO. No late Responses will be reviewed.**

Item	Check
Responses must be submitted in the BidStamp VIS Portal	<input type="checkbox"/>
<b>Mandatory Response Contents</b>	
<b>Package 1 Forms</b>	
<b>Exhibit A: Respondent Information Form (this document) – MUST BE SIGNED</b>	<input type="checkbox"/>
<b>Exhibit A1 – Exceptions Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions</b>	<input type="checkbox"/>
<b>Exhibit B: Respondent History and Experience</b>	<input type="checkbox"/>
<b>Exhibit C: Contract Marketing and Support Plan</b>	<input type="checkbox"/>
<b>Exhibit D: HUB Subcontracting Plan (HSP) – MUST BE COMPLETED and SIGNED</b>	<input type="checkbox"/>
<b>Exhibit E: VPAT</b>	<input type="checkbox"/>
<b>Exhibit F: Respondent Release of Liability</b>	<input type="checkbox"/>
<b>Exhibit G EDGAR Certification Form</b>	<input type="checkbox"/>
<b>Exhibit H: PDAA Form</b>	<input type="checkbox"/>
<b>Exhibit I: Certification of OFF-Premises Customer Services</b>	<input type="checkbox"/>
<b>Exhibit J: Reference Forms (to be submitted by vendors customers)</b>	<input type="checkbox"/>
<b>Exhibit K: VADSIR</b>	<input type="checkbox"/>
<b>Package 2 – Itemized Pricing Spreadsheet</b>	<input type="checkbox"/>
<b>Signed Addenda to the RFO</b>	<input type="checkbox"/>
<b>Manufacture Letters of Authorization</b>	<input type="checkbox"/>

Department of Information Resources

Request for Offer DIR-CPO-TMP-570

Software, Commercially Off the Shelf (COTS) and Related Services

**B. Certification Statement**

The undersigned hereby certifies on behalf of insert company name here that DIR-CPO-TMP-570, has been read and understood. In submitting its Response insert company name here represents to DIR the following:

- (i) Respondent is capable of providing the products and services as described in the RFO
- (ii) Respondent is offering true and correct pricing and discounts for the products and services;
- (iii) Respondent agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
- (iv) as of the date of signature below, Respondent is not listed in the prohibited Respondents 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) Respondent 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) Respondent 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) Respondent certifies that, to the extent applicable to this scope of this RFO, Respondent 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) Respondent 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) Respondent 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) Respondent has not, nor has anyone acting for Respondent, violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any



**Department of Information Resources**

**Request for Offer DIR-CPO-TMP-570**

**Software, Commercially Off the Shelf (COTS) and Related Services**

competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

- (xi) Respondent 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 Respondent 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; .Enter the name and Social Security Numbers for each person below (alternatively, if this section applies, Respondent may make a note here and include Names and Social Security Numbers on a separate page and include it in the electronic folder labeled "Confidential and Proprietary."

Name	Social Security Number

- (xii) Respondent 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) Respondent 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) Respondent certifies it is in compliance with Texas Government Code, Section 669.003, relating to contracting with executive head of a state agency; if Section 669.003 applies, bidder will complete the following information for the bid to be evaluated:

Name of Former Executive: \_\_\_\_\_  
Name of State Agency: \_\_\_\_\_  
Date of Separation from State Agency: \_\_\_\_\_  
Position with Bidder: \_\_\_\_\_  
Date of Employment with Bidder: \_\_\_\_\_

- (xv) Respondent certifies for itself and its subcontractors that it has identified all current or former, within the last five (5) years, employees of the State of Texas assigned to work on the DIR Contract twenty percent (20%) or more of their time and has disclosed them to

**Department of Information Resources**

**Request for Offer DIR-CPO-TMP-570**

**Software, Commercially Off the Shelf (COTS) and Related Services**

DIR and has disclosed or does not employ any relative of a current or former state employee within two (2) degrees of consanguinity, and, if these facts change during the course of the Contract, Respondent 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) Respondent 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) Respondent certifies that if a Texas address is shown as the Principle Place of Business in Exhibit A, Respondent Information Form, Respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part I, Chapter 20;
- (xviii) Respondent understands and agrees that Respondent 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) Respondent agrees that these representations will be incorporated into any subsequent agreement(s) between Respondent and Customer that result from this RFO;
- (xx) Respondent certifies that there  have /  have not been canceled contracts in the past five (5) years. **NOTE:** If "have" is checked, Respondent must complete and submit **Exhibit A, Attachment 1**; if "have not" is checked, Respondent shall include a statement certifying that they have had no canceled contracts in the past five (5) years.
- (xxi) Respondent represents and warrants as required by Texas Government Code section 2270.002, by executing this Contract, that Respondent does not, and will not during the term of this Contract, boycott Israel. Respondent further certifies that no subcontractor of the Respondent boycotts Israel or will boycott Israel during the term of this Contract. Respondent agrees to take all necessary steps to ensure this certification remains true during the term of this Contract; and

**Department of Information Resources**  
**Request for Offer DIR-CPO-TMP-570**  
**Software, Commercially Off the Shelf (COTS) and Related Services**

(xxii) Respondent certifies, under Texas Government Code, Section 2155.0061, 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.

---

**Signature of Officer or Agent empowered to contractually bind the Respondent.**

---

Title

---

Date

**<END OF EXHIBIT A>**



**Department of Information Resources**  
**Request for Offer DIR-CPO-TMP-570**  
**Software, Commercially Off the Shelf (COTS) and Related Services**

**Exhibit A**

**Attachment 1**

**List of Respondent's Cancelled Contracts**

**THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR ANY IDENTIFIED CONTRACT CANCELLED WITHIN THE PAST FIVE (5) YEARS REFERENCE AND SUBMITTED WITH THE RESPONDENT'S RESPONSE**

Respondent may add additional fields as necessary to comply with the required disclosure.

RESPONDENT NAME: \_\_\_\_\_

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			
REASON FOR CANCELLATION:			

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			

**Department of Information Resources**

**Request for Offer DIR-CPO-TMP-570**

**Software, Commercially Off the Shelf (COTS) and Related Services**

REASON FOR CANCELLATION:

**\* Note: Do NOT complete these fields if DIR is the Cancelled Contract Reference**

Company Name: \_\_\_\_\_

**DIR-CPO-TMP-570 – Software COTS, and Related Services**

Section	Section Title	Exception	Proposed Language (Please redline existing documents)	DIR Response



## **Exhibit B Respondent History and Experience**

- 1) In no more than two (2) pages, provide a detailed history of your company.
- 2) Indicate the Technology Category(ies) to which your company is Responding:

Table 1: Category(ies) to which Respondent is Responding

Technology Category	Submitting Response?
Software	<input type="checkbox"/>
Software as a Service (SaaS)	<input type="checkbox"/>
Related Services	<input type="checkbox"/>
Complete Solution Software/Hardware and Services	<input type="checkbox"/>

- 3) For each Technology Category selected in [Table 1](#) and in no more than three (3) pages total, provide a brief summary of the Respondent’s experience. Each summary should clearly indicate which Technology Category will be discussed highlighting work completed by the Respondent either as the prime or as a subcontractor. Experience should focus on projects completed within the past five (5) years. If serving as a subcontractor, Respondent should clearly indicate the percentage of work for which the Respondent was directly responsible.
- 4) Using [Table 2](#), for each category to which you are Responding, provide the total number of years your company has provided the products/services requested in this RFO.

Table 2: Number of Years Providing Requested Products/Services

Products and Related Services		
Products / Services	Market Segment	Total Number of Years Providing Products or Services being Requested

**Department of Information Resources  
Request for Offer DIR-CPO-TMP-570  
Software, Commercially Off the Shelf (COTS) and Related Services**

- 5) Using [Table 3](#), indicate if, in the last twelve (12) months, your company has sold the requested products/services to the Market Segments listed below. Include the entity name, total sales, and average hourly rate, if applicable. Extra rows may be added as necessary.

Table 3: Sales to Texas State Agencies, Local Governments, etc.

Market Segment	Entity Name	Total Sales	Scope
Texas State Agencies			
Local Governments			
Independent School Districts			
Institutes of Higher Education			

- 6) Using [Table 4](#), indicate whether 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.

Table 4: Sales to Other State Public Entities

State	Entity Name	Total Sales	Scope
State 1			
State 2			
State 3			
State 4			

- 7) Using [Table 5](#), provide the complete list of any DIR Contracts your company has held within the last five (5) years. Include the contract number and estimated total sales.

Table 5: DIR Contracts

DIR Contract Number	Contract Scope	Estimated Total Sales
Contract 1		
Contract 2		
Contract 3		
Contract 4		

- 8) Using [Table 6](#), indicate whether your company holds another cooperative contract? (Example: GSA, NASPO, TIPS, etc.) and include the list of the contracts and the links to the contract pages. **(This response is not scored as part of the evaluation).**

**Department of Information Resources  
Request for Offer DIR-CPO-TMP-570  
Software, Commercially Off the Shelf (COTS) and Related Services**

Table 6: Other Cooperative Contracts

Cooperative Contract	Contract Number	Link to Contract Page
GSA		
NASPO		
TIPS		
Etc.		

**<END OF EXHIBIT B>**



**Department of Information Resources  
Request for Offer DIR-CPO-TMP-570  
Software, Commercially Off the Shelf (COTS) and Related Services**

**Exhibit C**

**Contract Marketing and Customer Support Plan**

**In no more than five (5) pages total, non-inclusive of the requested attachments, Respondent must provide a plan that describes the Respondent'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 Customer Channels as specified below.

*A Contract Marketing Plan, as an example, would list the marketing elements Respondent would use like publishing on DIR website, email signature tag, Trade Publication Advertisements, social media, direct sales, etc.*

- a. Texas State Agencies
  - b. Public and Private Institutions of Higher Education
  - c. Public and Private School Districts (K-12)
  - d. Local Governments
  - e. Assistance Organizations
  - f. Public Hospitals
  - g. [Public Institutions outside of Texas](#)
- 2) Describe your company's strategy for providing sales, order processing, and support of eligible DIR Customers throughout the State of Texas. **NOTE:** For a complete list of DIR eligible customers, refer to the DIR website information on eligibility, located here: [Customer Eligibility | Texas Department of Information Resources](#).
  - 3) Provide an overview of the products and services proposed in the response and how the contract marketing plan supports the promotion of the proposed products and services to DIR eligible customers.
  - 4) Describe how will your other contracts impact the marketing of this contract, should you receive an award?
  - 5) 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 your company's geographical reach, 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

**Department of Information Resources**  
**Request for Offer DIR-CPO-TMP-570**  
**Software, Commercially Off the Shelf (COTS) and Related Services**

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.
- 6) In a narrative, describe how the Respondent will manage the contract to ensure uninterrupted, high-quality performance and overall contract effectiveness.
- 7) Successful Respondents selected for Contract Award will be contractually required to maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on your website. Website page may not require a log-in by the customer for access.

Briefly explain who (what position) in your company will be responsible for ensuring the information on the DIR webpage is accurate and complies with the contract requirements throughout the life of the contract.

Provide steps successful respondent will take to remedy any webpage information that is determined to be out of contract compliance. Provide steps to ensure contract pricing published to the webpage is accurate and up to date and in compliance with the awarded contract.

*(see list below for webpage requirements).*

- a. A current price list or mechanism to obtain specific contract pricing;
- b. MSRP/list price or DIR Customer price;
- c. Discount percentage (%) off MSRP or List Price;
- d. A list with the description of products and/or services awarded;
- e. Successful Respondent contact information (name, telephone number and email address) for your point of contact for customer inquiries;
- f. instructions for obtaining quotes and placing Purchase Orders;
- g. warranty policies;
- h. return policies;
- i. the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- j. a link to the DIR "Cooperative Contracts" webpage; and
- k. the DIR logo.

\*\* The attachments provided in response to numbers 8 & 9 is/are not included in the 5-page limit for Respondent's response for Exhibit C. \*\*

- 8) **Provide and label a as an Attachment 1 to Exhibit C** an organization chart identifying the chain of command for managing this contract, including resource sourcing responsibility, and organization components that support this contract.

**Department of Information Resources  
Request for Offer DIR-CPO-TMP-570  
Software, Commercially Off the Shelf (COTS) and Related Services**

- 9) **Provide and label as an Attachment 2 to Exhibit C** a sample of a Service Level Agreement (SLA) between you and DIR for DIR Customers containing the following but not limited to:
- a. Reporting to be provided to DIR and when;
  - b. On-boarding times;
  - c. Order Tracking communications; and
  - d. Follow-up process and timeline.

**<END OF EXHIBIT C>**



Department of Information Resources  
Request for Offer DIR-CPO-TMP-570  
Software, Commercially Off the Shelf (COTS) and Related Services

**EXHIBIT D**

**SAMPLE HUB Subcontracting Plan (HSP)**

Respondents must download and complete the most recent version of the HUB Subcontracting Plan in from the Comptroller's Website:

<https://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf>

Note: Respondents must also print, sign, and upload the signed HSP in BidStamp.

SAMPLE



# 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 do not have a continuous contract in place for more than five (5) years 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 vendors.
  - Section 2 c. - No
  - Section 2 d. - 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 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 do not have a continuous contract in place for more than five (5) years 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 indicate 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 (i.e., employees, supplies, materials and/or equipment), 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, to include 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.



# 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).

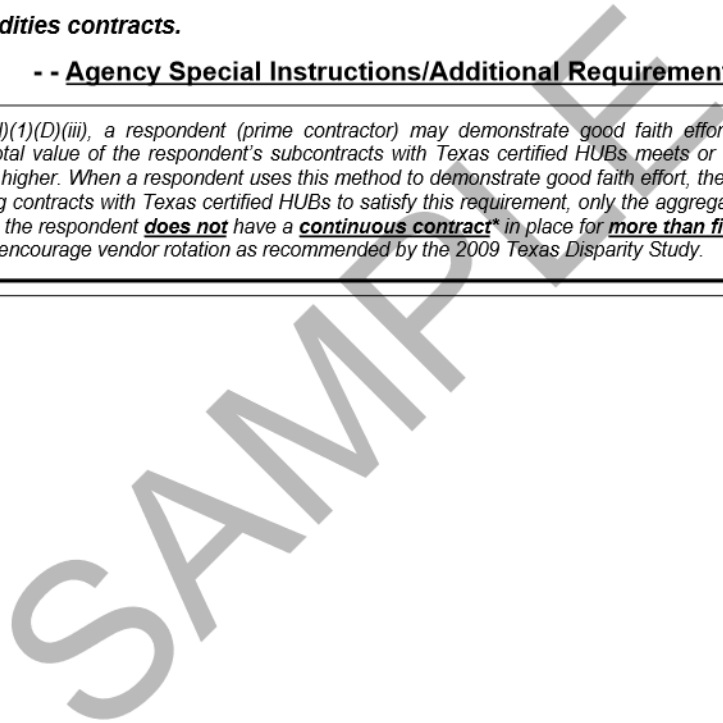
**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

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) §20.284 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 §20.285(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 the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract\*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*



**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 #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_

(mm/dd/yyyy)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION 2: RESPONDENT'S 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 contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "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, including employees, goods and services. (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 <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	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		%	%	%
<b>Aggregate percentages of the contract expected to be subcontracted:</b>		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

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 **do not** have a **continuous contract\*** in place with for **more than five (5) years, 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.



Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

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 <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	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		%	%	%
<b>Aggregate percentages of the contract expected to be subcontracted:</b>		%	%	%

**\*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.

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

[Large empty box for justification text, overlaid with a large diagonal watermark reading "SAMPLE"]

**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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.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 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	Printed Name	Title	Date (mm/dd/yyyy)
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**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 B (Attachment B)

Rev. 2/17

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## 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 the attachment.

Item Number: \_\_\_\_\_ 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, 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 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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and 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 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 you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. 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 Texas Vendor Identification (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	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more 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 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 <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- d.** List **two (2) 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.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No



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

Rev. 2/17

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION B-4: SUBCONTRACTOR SELECTION

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 the attachment.

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

Item Number: \_\_\_\_\_ 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 Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - 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.





# Department of Information Resources

## Request for Offer DIR-CPO-TMP-570

### Software, Commercially Off the Shelf (COTS) and Related Services

### Voluntary Product Accessibility Template® (VPAT®)

### Revised Section 508 Edition

Version 2.4Rev

About This Document.....	1
Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors .....	3
Getting Started .....	3
Essential Requirements for Authors .....	3
Best Practices for Authors .....	6
Posting the Final Document.....	8
Table Information for VPAT® Readers .....	9
[Company] Accessibility Conformance Report.....	10

## About This Document

The VPAT is provided in four editions based on the standards/guidelines being evaluated. The editions are WCAG, Revised 508, EN 301 549 and International, which includes all of the standards.

This is the Revised Section 508 edition of the VPAT. It includes the following standards/guidelines:

- [Web Content Accessibility Guidelines 2.0](#)
- [Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018](#)



If you need a different combination of standards/guidelines, use the appropriate alternate edition of the VPAT found on the [ITI Accessibility web page](#).

This document is broken into two main sections:

- Essential Requirements and Best Practices for using the VPAT® to complete an Accessibility Conformance Report (the instructions)
- The VPAT

Please carefully review the Essential Requirements and Best Practices sections before using the VPAT to create an Accessibility Conformance Report.

The purpose of these instructions is to promote accurate and consistent reporting of product accessibility information.

The VPAT is a template used to document a product's conformance with accessibility standards and guidelines. The purpose of the Accessibility Conformance Report is to assist customers and buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology," also referred to as "Information and Communication Technology" (ICT) products and services with features that support accessibility.

The Information Technology Industry Council (ITI) provides the VPAT. Use of the template and service mark does not require membership in ITI.

# Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors

This section provides guidance for reporting product conformance for major accessibility standards and guidelines using the VPAT® to produce the Accessibility Conformance Report. Deviating from these guidelines precludes vendors from referencing the template by name and/or the VPAT acronym.

## Getting Started

1. Before creating a report, read all of the materials provided in this document.
2. Determine which accessibility standards/guidelines will be included in the Accessibility Conformance Report and use the appropriate VPAT file.
3. It is the vendor's responsibility to maintain the integrity of the data in the report.

## Essential Requirements for Authors

The following are the minimum requirements to produce an Accessibility Conformance Report based on the VPAT®.

1. The VPAT name and template are registered service marks of ITI. Use of the VPAT template and name requires the inclusion of the registered service mark (i.e., "VPAT®"). Users of the VPAT agree not to deviate from the Essential Requirements for Authors.
2. The template file can be used as is or replicated in a different delivery format, for example as HTML or PDF. The final conformance report must be accessible.
3. A report must contain the following content at a minimum:
  - **Report Title** – In the heading format of "[Company Name] Accessibility Conformance Report"
  - **VPAT Heading Information** – Template version
  - **Name of Product/Version** – Name of Product being reported, including product version identifier if necessary
  - **Report Date** – Date of report publication. At a minimum, provide the month and year of the report publication. For example, "May 2016". If date is included, ensure it is clear "4 May 2016" or "May 4, 2016".

- **Product Description** – A brief description of the product
- **Contact Information** – Contact Information for follow-up questions. Listing an email is sufficient.
- **Notes** – Any details or further explanation about the product or the report. This section may be left blank.
- **Evaluation Methods Used** – Include a description of evaluation methods used to complete the VPAT for the product under test.
- **Applicable Standards/Guidelines** – A clear indication of which Standards/Guidelines this Conformance Report covers.
  - The list must include only the Standards/Guidelines used to evaluate the product.
  - The applicable Standards/Guidelines that are included in this VPAT edition are:
    - [Web Content Accessibility Guidelines 2.0](#) or WCAG 2.0 (ISO/IEC 40500)
    - [Revised Section 508 standards](#) – the U.S. Federal accessibility standard for ICT Products, published by the U.S. Access Board in the Federal Register on January 18, 2017 and corrected on January 22, 2018
  - If other Standards/Guidelines are reported, then use the appropriate VPAT edition.
  - This information can be in a table format at the top of the report with the table heading 'Standards/Guidelines' and the reported Standards/Guidelines identified. This information can alternatively be supplied in the introductory text of the report. In the VPAT we have used a table as an example and listed "(yes / no)" for each standard/guideline. To indicate what the report covers leave the appropriate yes or no on each standard/guideline.
  - If multiple Standards or Guideline tables are included, each table must identify the Standard or Guideline that the criteria in that table represent.
- **Terms** – The report must list the definition of the terms used in the Conformance Level column. ITI recommends the following terms. If a vendor deviates from the ITI definitions, the vendor shall reference this change in the heading Notes section. If a term is not used it can be removed from the list. The ITI definitions are: This can only be used in WCAG 2.x Level AAA
  - **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.



- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.

Note: When filling in the WCAG tables, a response may use 'Supports' where one might otherwise be inclined to use 'Not Applicable'. This is in keeping with [WCAG 2.0 Understanding Conformance](#): This means that if there is no content to which a success criterion applies, the success criterion is satisfied.

- **Not Evaluated:** The product has not been evaluated against the criterion. This can only be used in WCAG 2.x Level AAA.
- **Tables for Each Standard or Guideline** – Tables showing the responses to the criteria.
4. WCAG Conformance Information – The answers in the WCAG success criteria are based on the level of conformance being reported (Level A, AA or AAA).
- These tables are used to answer:
    - Revised Section 508:
      - Chapter 5 Software
      - Chapter 6 Support Documentation
    - The selected levels of WCAG 2.0 Guidelines.
  - If using a summary table, due to answers applying to multiple criteria, when answering for the Revised Section 508, the answers need to be clear about which individual criteria the answer applies to. It is possible to either use a summary, selecting the worst case for the criteria, or to have separate answers or even tables for software, support documentation, authoring tools, etc., so long as the methodology used is made clear.
5. Remarks and Explanations – Detailed remarks should be provided in the Remarks and Explanations column to justify your answer in the Conformance Level column.
- When the conformance level is 'Partially Supports' or 'Does Not Support', the remarks should identify:
    1. The functions or features with issues
    2. How they do not fully support
  - If the criterion does not apply, explain why.
  - If an accessible alternative is used, describe it.

6. In the Section 508 tables, when subsections of criteria do not apply to the product, the section may be summarized or removed as long as an explanation is provided explaining why a criterion does not apply. Another alternative is to leave the table and add a summary why the section does not apply. For example, in Chapter 5 the criteria in 502 and 503 will not apply to a web only application, thus those sections can be removed with a summary in the notes for the chapter, or a row in the table.

## Best Practices for Authors

ITI suggests that authors adopt the following best practices when using the VPAT® to create an Accessibility Conformance Report.

- **Branding Header:** Company logo or branding information
- **Report Date Changes:** If a report is revised, change the report date and explain the revision in the Notes section. Alternately, create a new report and explain in the Notes section that it supersedes an earlier version of the report.
- **Notes:** Add any notes applicable to product or the report
  - Additional information about the product version that the document references
  - Any revisions to the document
  - Links to any related documents
  - Additional information describing the product
  - Additional information about what the document does or does not cover
  - Information suggested by the [WCAG 2.0 Conformance Claim](#)
  - Information needed to satisfy ISO/IEC 17050-1:2004, Supplier's Declaration of Conformity
- **Evaluation Methods Used** – Information to enter may include the following:
  - Testing is based on knowledge of general product functionality (Instructional note: this would mean the tester knows how to use the common uses and flows of the product in addition to accessibility)
  - Similar to another evaluated product
  - Testing with assistive technologies
  - Published test method (provide name, publisher, URL link)
  - Vendor proprietary test method
  - Other test method

- **Remarks and Explanations:** This section may include:
  - Information regarding the testing of a given criteria.
  - Information on application dependencies to support accessibility (e.g. OS, app frameworks, browsers recommended).
  - How the customer can find more information about accessibility issues. One method can be to include the bug ID where customers can call the company's customer support to get additional information.
  - Known workarounds for accessibility issues.
- **Legal Disclaimer:** Area for any legal disclaimer text required by your organization.
- **Report Size:** To reduce the size of the report it is acceptable to remove sections. Individual criteria cannot be removed, only sections at a time. Section removal is acceptable in four situations:
  - When an entire section is not being reported on because it does not apply to the product, for example:
    - Chapter 4: Hardware. Information should be included in the notes for that section why it has been removed.
    - A card reader that doesn't have sound could remove the criteria in section 413 Closed Caption Processing Technologies and just note the why the criteria doesn't apply.
  - If the product is not being evaluated for a level of the criteria (for example Level AAA) then that table may be deleted.
  - If a requesting customer has identified that a section of the standard does not apply, information should be included in the notes that the section has been removed.
- **WCAG 2.0 Tables:** The WCAG 2.0 criteria are shown in three tables, Level A, Level AA, and Level AAA.
  - If desired, these tables can be combined into one table.
  - When reporting on a level (A, AA or AAA) all criteria for that level must be answered.
- **Language:** Translation to other languages is permitted.
- **Multiple Reports:** When using the VPAT to create an Accessibility Conformance Report for complex products it may be helpful to separate answers into multiple reports. For example, when a product is an Authoring Tool that also has web content and documentation. When multiple reports are used for a complex product, it is required to explain this and how to reach the other reports in the Notes section of each report.



- **Criteria Text:** To help conserve space in the ITI template only the criteria ID number and a short title have been included. Where possible, links have been included to the standard/guideline.
  - It is acceptable to add the full text of the criteria into the cell if desired to help with understanding.
  - The links to the standards/guidelines can be removed.
- **Ordering of Tables:** The order that the standard and guideline tables appear may be changed to facilitate reading. The current order is WCAG then Section 508. You can change this order to insert the WCAG criteria into the Section 508 tables.
- **Guideline Section Heading Rows in Tables:** The tables include heading rows to facilitate understanding the context of the criteria.
  - The cells in these rows do not require answers as indicated by “Heading cell – no response required.”
  - It is optional to add a response if desired.
  - The shading of the row is also optional.
  - If removing the heading rows, edit the criteria titles so it’s clear where they apply.

## Posting the Final Document

- When publishing your Accessibility Conformance Report, be sure to remove the entire first 9 pages of this document, including the table of contents, introductory information and instructions.
- Check for each required item in the VPAT® document:
  - **[Company Name] Accessibility Conformance Report** (report title)
  - **(Based on VPAT® Version 2.4Rev)**
  - **Name of Product/Version**
  - **Report Date**
  - **Product Description**
  - **Contact Information**
  - **Notes**
  - **Evaluation Methods Used**
  - **Applicable Standards/Guidelines**
  - **Terms**

- **Tables for Each Standard or Guideline**
  - Check that there is a response for each criterion for 'Conformance Level' and 'Remarks and Explanations.'
- Verify that the final document is accessible.
- Post your final document on your company's web site, or make the document available to customers upon request.

## **Table Information for VPAT® Readers**

For each of the standards, the criteria are listed by chapter in a table. The structures of the tables are: the first column contains the criteria being evaluated, the second column describes the level of conformance of the product regarding the criteria and the third column contains any additional remarks and explanations regarding the product.

- When sections of criteria do not apply, or are deemed by the customer as not applicable, the section is noted as such and the rest of that table may be removed for that section.
- When multiple standards are being recorded in this document, the duplicative sections are noted and responded to only one time. The duplicate entry will note the cross reference to the data.

# [Company] Accessibility Conformance Report

## Revised Section 508 Edition

(Based on VPAT® Version 2.4Rev)

**Name of Product/Version:**

**Report Date:**

**Product Description:**

**Contact Information:**

**Notes:**

**Evaluation Methods Used:**

**Applicable Standards/Guidelines**

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
<a href="#">Web Content Accessibility Guidelines 2.0</a>	Level A (Yes) Level AA (Yes) Level AAA (No)
<a href="#">Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018</a>	(Yes)

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“Voluntary Product Accessibility Template” and “VPAT” are registered service marks of the Information Technology Industry Council (ITI)

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

## WCAG 2.0 Report

Tables 1 and 2 also document conformance with Revised Section 508:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).



**Table 1: Success Criteria, Level A**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p><b><u>1.1.1 Non-text Content</u></b> (Level A)                      Also applies to:                      Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web:                      Electronic Docs:                      Software:                      Authoring Tool:</p>	<p>Web:                      Electronic Docs:                      Software:                      Authoring Tool:</p>
<p><b><u>1.2.1 Audio-only and Video-only (Prerecorded)</u></b> (Level A)                      Also applies to:                      Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web:                      Electronic Docs:                      Software:                      Authoring Tool:</p>	<p>Web:                      Electronic Docs:                      Software:                      Authoring Tool:</p>
<p><b><u>1.2.2 Captions (Prerecorded)</u></b> (Level A)                      Also applies to:                      Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web:                      Electronic Docs:                      Software:                      Authoring Tool:</p>	<p>Web:                      Electronic Docs:                      Software:                      Authoring Tool:</p>
<p><b><u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u></b> (Level A)                      Also applies to:                      Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web:                      Electronic Docs:                      Software:                      Authoring Tool:</p>	<p>Web:                      Electronic Docs:                      Software:                      Authoring Tool:</p>
<p><b><u>1.3.1 Info and Relationships</u></b> (Level A)                      Also applies to:                      Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> </ul>	<p>Web:                      Electronic Docs:                      Software:                      Authoring Tool:</p>	<p>Web:                      Electronic Docs:                      Software:                      Authoring Tool:</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>602.3 (Support Docs)</li> </ul> <p><b><u>1.3.2 Meaningful Sequence</u></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><b><u>1.3.3 Sensory Characteristics</u></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><b><u>1.4.1 Use of Color</u></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><b><u>1.4.2 Audio Control</u></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><b><u>2.1.1 Keyboard</u></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><b><u>2.1.2 No Keyboard Trap</u></b> (Level A)</p>	<p>Web:</p>	<p>Web:</p>

Criteria	Conformance Level	Remarks and Explanations
<p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Electronic Docs: Software: Authoring Tool:</p>	<p>Electronic Docs: Software: Authoring Tool:</p>
<p><b><u>2.2.1 Timing Adjustable</u></b> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><b><u>2.2.2 Pause, Stop, Hide</u></b> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><b><u>2.3.1 Three Flashes or Below Threshold</u></b> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><b><u>2.4.1 Bypass Blocks</u></b> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software) – Does not apply to non-web software</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	<p>Web: Electronic Docs: Authoring Tool:</p>	<p>Web: Electronic Docs: Authoring Tool:</p>
<p><b><u>2.4.2 Page Titled</u></b> (Level A) Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>		
<p><b><a href="#">2.4.3 Focus Order</a></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>
<p><b><a href="#">2.4.4 Link Purpose (In Context)</a></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>
<p><b><a href="#">3.1.1 Language of Page</a></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>
<p><b><a href="#">3.2.1 On Focus</a></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>
<p><b><a href="#">3.2.2 On Input</a></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>



Criteria	Conformance Level	Remarks and Explanations
<p><b><u>3.3.1 Error Identification</u></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><b><u>3.3.2 Labels or Instructions</u></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><b><u>4.1.1 Parsing</u></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><b><u>4.1.2 Name, Role, Value</u></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>

**Table 2: Success Criteria, Level AA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p><b><u>1.2.4 Captions (Live)</u></b> (Level AA)</p> <p>Also applies to:</p>	<p>Web: Electronic Docs:</p>	<p>Web: Electronic Docs:</p>

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Software: Authoring Tool:	Software: Authoring Tool:
<u><a href="#">1.2.5 Audio Description (Prerecorded)</a></u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u><a href="#">1.4.3 Contrast (Minimum)</a></u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u><a href="#">1.4.4 Resize text</a></u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u><a href="#">1.4.5 Images of Text</a></u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u><a href="#">2.4.5 Multiple Ways</a></u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software) – Does not apply to non-web software</li> <li>• 504.2 (Authoring Tool)</li> </ul>	Web: Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>602.3 (Support Docs) – Does not apply to non-web docs</li> </ul> <p><b><u>2.4.6 Headings and Labels</u></b> (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><b><u>2.4.7 Focus Visible</u></b> (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><b><u>3.1.2 Language of Parts</u></b> (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p><b><u>3.2.3 Consistent Navigation</u></b> (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software) – Does not apply to non-web software</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	<p>Web: Electronic Docs: Authoring Tool:</p>	<p>Web: Electronic Docs: Authoring Tool:</p>
<p><b><u>3.2.4 Consistent Identification</u></b> (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software) – Does not apply to non-web software</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	<p>Web: Electronic Docs: Authoring Tool:</p>	<p>Web: Electronic Docs: Authoring Tool:</p>
<p><b><u>3.3.3 Error Suggestion</u></b> (Level AA)</p>	<p>Web:</p>	<p>Web:</p>

Criteria	Conformance Level	Remarks and Explanations
<p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Electronic Docs: Software: Authoring Tool:</p>	<p>Electronic Docs: Software: Authoring Tool:</p>
<p><b><a href="#">3.3.4 Error Prevention (Legal, Financial, Data)</a></b> (Level AA)</p> <p>Also applies to: Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>

**Table 3: Success Criteria, Level AAA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p><b><a href="#">1.2.6 Sign Language (Prerecorded)</a></b> (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p><b><a href="#">1.2.7 Extended Audio Description (Prerecorded)</a></b> (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p><b><a href="#">1.2.8 Media Alternative (Prerecorded)</a></b> (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p><b><a href="#">1.2.9 Audio-only (Live)</a></b> (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p><b><a href="#">1.4.6 Contrast (Enhanced)</a></b> (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p><b><a href="#">1.4.7 Low or No Background Audio</a></b> (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p><b><a href="#">1.4.8 Visual Presentation</a></b> (Level AAA) Revised Section 508 – Does not apply</p>	Web:	Web:
<p><b><a href="#">1.4.9 Images of Text (No Exception)</a></b> (Level AAA)</p>	Web:	Web:



Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 – Does not apply		
<a href="#">2.1.3 Keyboard (No Exception)</a> (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
<a href="#">2.2.3 No Timing</a> (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
<a href="#">2.2.4 Interruptions</a> (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
<a href="#">2.2.5 Re-authenticating</a> (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
<a href="#">2.3.2 Three Flashes</a> (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
<a href="#">2.4.8 Location</a> (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
<a href="#">2.4.9 Link Purpose (Link Only)</a> (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
<a href="#">2.4.10 Section Headings</a> (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
<a href="#">3.1.3 Unusual Words</a> (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
<a href="#">3.1.4 Abbreviations</a> (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
<a href="#">3.1.5 Reading Level</a> (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
<a href="#">3.1.6 Pronunciation</a> (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
<a href="#">3.2.5 Change on Request</a> (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
<a href="#">3.3.5 Help</a> (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
<a href="#">3.3.6 Error Prevention (All)</a> (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		

# Revised Section 508 Report

Notes:

## Chapter 3: [Functional Performance Criteria \(FPC\)](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision		
302.2 With Limited Vision		
302.3 Without Perception of Color		
302.4 Without Hearing		
302.5 With Limited Hearing		
302.6 Without Speech		
302.7 With Limited Manipulation		
302.8 With Limited Reach and Strength		
302.9 With Limited Language, Cognitive, and Learning Abilities		

## Chapter 4: [Hardware](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">402 Closed Functionality</a>	Heading cell – no response required	Heading cell – no response required
<b>402.1 General</b>	Heading cell – no response required	Heading cell – no response required
<b>402.2 Speech-Output Enabled</b>	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen		
402.2.2 Transactional Outputs		

Criteria	Conformance Level	Remarks and Explanations
402.2.3 Speech Delivery Type and Coordination		
402.2.4 User Control		
402.2.5 Braille Instructions		
<b>402.3 Volume</b>	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening		
402.3.2 Non-private Listening		
402.4 Characters on Display Screens		
402.5 Characters on Variable Message Signs		
<b><u>403 Biometrics</u></b>	Heading cell – no response required	Heading cell – no response required
403.1 General		
<b><u>404 Preservation of Information Provided for Accessibility</u></b>	Heading cell – no response required	Heading cell – no response required
404.1 General		
<b><u>405 Privacy</u></b>	Heading cell – no response required	Heading cell – no response required
405.1 General		
<b><u>406 Standard Connections</u></b>	Heading cell – no response required	Heading cell – no response required
406.1 General		
<b><u>407 Operable Parts</u></b>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast		
<b><u>407.3 Input Controls</u></b>	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible		
407.3.2 Alphabetic Keys		
407.3.3 Numeric Keys		
407.4 Key Repeat		
407.5 Timed Response		
407.6 Operation		
407.7 Tickets, Fare Cards, and Keycards		
<b><u>407.8 Reach Height and Depth</u></b>	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane		
407.8.1.1 Vertical Plane for Side Reach		
407.8.1.2 Vertical Plane for Forward Reach		

Criteria	Conformance Level	Remarks and Explanations
407.8.2 Side Reach		
407.8.2.1 Unobstructed Side Reach		
407.8.2.2 Obstructed Side Reach		
407.8.3 Forward Reach		
407.8.3.1 Unobstructed Forward Reach		
407.8.3.2 Obstructed Forward Reach		
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach		
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach		
<b><u>408 Display Screens</u></b>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility		
408.3 Flashing		
<b><u>409 Status Indicators</u></b>	Heading cell – no response required	Heading cell – no response required
409.1 General		
<b><u>410 Color Coding</u></b>	Heading cell – no response required	Heading cell – no response required
410.1 General		
<b><u>411 Audible Signals</u></b>	Heading cell – no response required	Heading cell – no response required
411.1 General		
<b><u>412 ICT with Two-Way Voice Communication</u></b>	Heading cell – no response required	Heading cell – no response required
<b><u>412.2 Volume Gain</u></b>	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones		
412.2.2 Volume Gain for Non-Wireline ICT		
<b><u>412.3 Interference Reduction and Magnetic Coupling</u></b>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets		
412.3.2 Wireline Handsets		
412.4 Digital Encoding of Speech		
412.5 Real-Time Text Functionality	Reserved for future	Reserved for future
412.6 Caller ID		
412.7 Video Communication		
<b><u>412.8 Legacy TTY Support</u></b>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectivity		



Criteria	Conformance Level	Remarks and Explanations
412.8.2 Voice and Hearing Carry Over		
412.8.3 Signal Compatibility		
412.8.4 Voice Mail and Other Messaging Systems		
<b><a href="#">413 Closed Caption Processing Technologies</a></b>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions		
413.1.2 Pass-Through of Closed Caption Data		
<b><a href="#">414 Audio Description Processing Technologies</a></b>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners		
414.1.2 Other ICT		
<b><a href="#">415 User Controls for Captions and Audio Descriptions</a></b>	Heading cell – no response required	Heading cell – no response required
415.1.1 Caption Controls		
415.1.2 Audio Description Controls		

## Chapter 5: [Software](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.x section	See information in WCAG 2.x section
<b><a href="#">502 Interoperability with Assistive Technology</a></b>	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features		
502.2.2 No Disruption of Accessibility Features		
<b><a href="#">502.3 Accessibility Services</a></b>	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information		
502.3.2 Modification of Object Information		
502.3.3 Row, Column, and Headers		
502.3.4 Values		
502.3.5 Modification of Values		
502.3.6 Label Relationships		
502.3.7 Hierarchical Relationships		
502.3.8 Text		

Criteria	Conformance Level	Remarks and Explanations
502.3.9 Modification of Text		
502.3.10 List of Actions		
502.3.11 Actions on Objects		
502.3.12 Focus Cursor		
502.3.13 Modification of Focus Cursor		
502.3.14 Event Notification		
502.4 Platform Accessibility Features		
<b><u>503 Applications</u></b>	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences		
503.3 Alternative User Interfaces		
<b><i>503.4 User Controls for Captions and Audio Description</i></b>	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls		
503.4.2 Audio Description Controls		
<b><u>504 Authoring Tools</u></b>	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter “not applicable”)	See <a href="#">WCAG 2.x</a> section	See information in WCAG 2.x section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion		
504.2.2 PDF Export		
504.3 Prompts		
504.4 Templates		

## Chapter 6: [Support Documentation and Services](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
<b>601.1 Scope</b>	Heading cell – no response required	Heading cell – no response required
<b><u>602 Support Documentation</u></b>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features		
602.3 Electronic Support Documentation	See <a href="#">WCAG 2.x</a> section	See information in WCAG 2.x section

Criteria	Conformance Level	Remarks and Explanations
602.4 Alternate Formats for Non-Electronic Support Documentation		
<a href="#">603 Support Services</a>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features		
603.3 Accommodation of Communication Needs		

## Legal Disclaimer (Company)

*Include your company legal disclaimer here, if needed.*

Department of Information Resources  
Request for Offer DIR-CPO-TMP-570  
Software, Commercially Off the Shelf (COTS) and Related Services

**Exhibit F**  
**RESPONDENT RELEASE OF LIABILITY**

**THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR EACH IDENTIFIED REFERENCE AND SUBMITTED WITH THE RESPONDENT'S RESPONSE**

To company providing the reference:

*Enter name of company providing the reference here*

You are hereby requested to provide a business reference for:

*Enter name of company (Respondent) or key staff person's name needing a reference*

to the: Texas Department of Information Resources

Solicitation Evaluation Team

Please disclose any and all information that you deem relevant relating to the above-named parties' business relationship. By signing this document, the entity and, if applicable, individual key staff person signing below releases the above-named company providing a reference, its agents, employees, and all persons, natural or corporate, in privity with above-named company providing a reference from any and all liability, claims or causes of action arising from their disclosure of information pursuant to this request for a business reference.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Respondent Signature)

\_\_\_\_\_  
(Respondent Printed Name)

\_\_\_\_\_  
(Respondent Title)

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



Department of Information Resources

Request for Offer DIR-CPO-TMP-570

Software, Commercially Off the Shelf (COTS) and Related Services

EDGAR CERTIFICATIONS for DIR VENDORS

FOR PURCHASES FUNDED BY U.S. FEDERAL GRANT

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Certain Texas Department of Information Resource (DIR) customers (Customers) need to ensure that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ([EDGAR](#)). A portion of this process involves ensuring that all current vendors used by the Customer agree to comply with EDGAR. By placing this form on your DIR active contract webpage you are indicating that you are interested in providing the contracted goods and services to these Customers and comply with the necessary guidelines.

The following certifications and provisions are required and apply when certain DIR customers expend federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. 200.326, all contracts, contain procurement provisions of Appendix II to Part 200, as applicable.

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REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS  
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by Customer for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Does vendor agree? \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be effected and the basis for settlement.

Does vendor agree? \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Does vendor agree? \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of

Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Does vendor agree? \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Does vendor agree? \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Does vendor agree? \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Does vendor agree? \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –  
2 CFR § 200.333**

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When federal funds are expended by Customer for any contract resulting from this procurement process, the Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When federal funds are expended by Customer for any contract resulting from this procurement process, Vendor certifies it will comply with the mandatory standards and policies relating to energy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18)

Does vendor agree? \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does vendor agree? \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Vendor agrees that all contracts it awards pursuant of the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? \_\_\_\_\_ Initials of Authorized Representative of vendor

---

**Vendor agrees to comply with the above federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_



# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

**OFFICE USE ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



# Policy Driven Adoption for Accessibility (PDAA) - Vendor Self-assessment

Instructions: The PDAA is an assessment for Information and Communications Technology (ICT) accessibility (also known as Electronic and Information Resources (EIR) accessibility). Vendors should 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 documentation (e.g., VPATs and VADSIRs). For questions or additional information, please contact: statewideaccessibility@dir.texas.gov.

## Organization Information

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

## Respondant Information

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 PDAA completion date: \_\_\_\_\_

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

<input type="checkbox"/>	Manufacturer: My organization develops and sells its own ICT products / services
<input type="checkbox"/>	Service Provider: My organization sells IT development services
<input type="checkbox"/>	Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
<input type="checkbox"/>	Reseller or Catalogue Supplier: 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.  
**Catalog Vendor/Reseller:** Address processes that pertain to your reseller or catalogue 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.

**Catalogue Vendor/Reseller:** Address processes that pertain to your reseller or catalogue offerings in 4e.

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. (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.)

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

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.**

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 some products is publicly available or available upon request.
- 2 Our accessibility policy and documentation (VPATs, etc.) for all released products is complete and publicly available or available upon request.

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

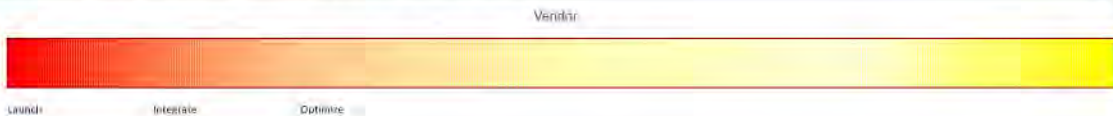
- 2 We are beginning to make other accessibility technical information available such as how accessibility testing is performed.
- 3 We make accessibility information available beyond policy and VPAT information including information on how accessibility testing is performed and other information that 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.)

Results	
Vendor	
Total Points	0
Percent Complete	0%





## FAQs 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 \(http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx\)](http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.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 \(http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx\)](http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.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. \(http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement\)](http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement)

### 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 \(http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx\)](http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.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. \(http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement\)](http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement)

# Policy Driven Adoption for Accessibility (PDAA) - Vendor Assessment

Instructions: The PDAA is an assessment for Information and Communications Technology (ICT) accessibility (also known as Electronic and Information Resources (EIR) accessibility). Vendors should 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 documentation (e.g., VPATs and VADSIRs). For questions or additional information, please contact: [statewideaccessibility@dir.texas.gov](mailto:statewideaccessibility@dir.texas.gov).

## Organization Information

Name: Widgets Inc.  
 Address: 111 State Blvd. Anytown, TX 78701

## Respondant Information

Name: Alex Smith  
 Email: myemailaddress@company.com  
 PDAA completion date: 1/1/2015

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

<input checked="" type="checkbox"/>	Manufacturer: My organization develops and sells its own ICT products / services
<input type="checkbox"/>	Service Provider: My organization sells IT development services
<input type="checkbox"/>	Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
<input type="checkbox"/>	Reseller or Catalogue Supplier: 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.
1		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.  
**Catalog Vendor/Reseller:** Address processes that pertain to your reseller or catalogue 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.  
**Catalogue Vendor/Reseller:** Address processes that pertain to your reseller or catalogue offerings in 4e.

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 / services 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(es) 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.)

**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 publicly 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 some products is publicly available or available upon request.
- 2 Our accessibility policy and documentation (VPATs, etc.) for all released 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.)

Results	
Vendor	
Total Points	18
Percent Complete	30%





**Department of Information Resources  
Request for Offer DIR-CPO-TMP-570  
Software, Commercially Off the Shelf (COTS) and Related Services  
Exhibit I**

**Certification of Off-Premises Customer Services**

Respondent certifies on behalf of Respondent and its designated Order Fulfillers and Resellers that:

- Respondent's services contracted under this Contract will not require Respondent to perform work on Customer's premises; and
- Respondent's services contracted under this Contract do not require use of employer vehicles (whether owned or otherwise) to conduct work on behalf of Customers.

Respondent agrees to provide notice and the required insurance if the foregoing facts change.

**Respondent Legal Name:** \_\_\_\_\_

**Authorized By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Department of Information Resources**

**Request for Offer DIR-CPO-TMP-570**

**Software, Commercially Off the Shelf (COTS) and Related Services**

**Exhibit J**

**Vendor References**

**VENDOR REFERENCES**  
Department of Information Resources  
Request for Offer DIR-CPO-TMP-570  
Software, Commercially Off the Shelf (COTS) and Related Services  
Revised 3/2/2023.

**REFERENCE DEADLINE TO DIR: No later than April 28, 2023, 2:00 PM**

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: [rfodir-cpo-tmp-570@dir.texas.gov](mailto:rfodir-cpo-tmp-570@dir.texas.gov)

**This portion to be completed by the Vendor requesting reference information**

Vendor Name \_\_\_\_\_  
Software 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 [rfodir-cpo-tmp-570@dir.texas.gov](mailto:rfodir-cpo-tmp-570@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 and Related Services**

1. Have you purchased any Software and/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 and 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

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





## Vendor Accessibility Development Services Information Request

### EXHIBIT K

#### 1. Vendor Information

Vendor Name:	Submitter Name :	Date:	
Email:	Phone: ( )		
Address:	City:	State:	ZIP:

#### 2. Instructions

Complete this form if your company or organization is responding to a Texas Agency solicitation that includes one or more of the following Information and Communications Technologies (ICT) offering types:

- Website development services
- Web Application Development Services
- Custom development services as part of an integrated solution.
- Client based software application development services
- Other software development services containing one or more user interfaces (end user, admin, etc.)

Please direct any questions regarding this request to the DIR Procurement Office.

#### 3. Please respond to the questions below as applicable

1. Describe or provide documentation regarding your organization's key business processes that include the integration of ICT accessibility activities. (Examples are product development, procurement, HR, etc.):

2. Describe the skills and training resources that your organization uses (internal or third party) to develop and produce accessible ICT offerings:

3. Describe the development and test tools used within your organization to produce accessible ICT offerings. Provide examples of typical project test cases for accessibility and examples of how test results are documented:

4. Describe your organizations corrective actions process(es) or system(s) for documenting, tracking, and resolving accessibility issues / defects:

5. Describe alternate methods for ICT products that are not compliant with accessibility technical standards. (example: 24hour / 7day/week toll free phone support number):

**6. Provide links to example websites or other examples of ICT work that your organization has produced that meet accessibility technical standards such as US Section 508, or WCAG 2.0 AA:**

## Exhibit L

### Definitions

#### 1. Commercial off-the-Shelf (COTS)

“Commercial off-the-Shelf” and “COTS” have the meaning assigned by CNSSI 4009-2015 from NSA/CSS Policy 3-14.

#### 2. Software as a Services (SaaS)

“Software as a Service” has the meaning assigned by Special Publication 800-145 issued by the United States Department of Commerce National Institute of Standards and Technology, as the definition existed on January 1, 2015.

#### 3. Platform as a Service (PaaS)

“Platform as a Service” has the meaning assigned by Special Publication 800-145 issued by the United States Department of Commerce National Institute of Standards and Technology, as the definition existed on January 1, 2015.

#### 4. Infrastructure as Service (IaaS)

“Infrastructure as Service” has the meaning assigned by Special Publication 800-145 issued by the United States Department of Commerce National Institute of Standards and Technology, as the definition existed on January 1, 2015

#### 5. Software Customization

Changing COTS software code to comply with customer’s special requirements. These Services are NOT INCLUDED in the Scope of this RFO.

#### 6. Software Development

The application of technology to the production of new applications. These Services are NOT INCLUDED in the Scope of this RFO.

#### 7. Software Configuration

Services provided by vendor to configure a software COTS product, by setting up workflow, names, reporting, field names etc. (Configuration DOES NOT require COTS software code to be modified)

#### 8. Software Related Services

Services for the purpose of this RFO include, but are not limited to installation, configuration, and maintenance and support.

Services outside the scope of this RFO include application development and maintenance.

DIR reserves the right to determine if a service not otherwise listed above is within the scope of this RFO.

**\*NOTE: THIS SPREADSHEET MUST be turned in with your Response.**

## Instructions

**RESPONDENTS TO THIS RFO MUST ENTER THEIR PROPOSED AVERAGE BRAND DISCOUNT IN THE BIDSTAMP VENDOR INFORMATION SYSTEM (VIS). CATEGORIES MUST BE ENTERED IN BIDSTAMP AS LISTED.**

**TAB 1 - PRODUCTS DETAILS / DISCOUNT SHEET** - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).

Respondent will provide a MSRP price list of products being proposed

Discount range (e.g., 0% - 99%) is not allowed.

Respondent shall provide a link to Manufacturer Suggested Retail Published Pricing List.

**Product detail list Pricing information is not entered in the BidStamp VIS.**

Brand product detail will be entered in Brand Product Detail tab and submitted in BidStamp VIS in EXCEL spreadsheet format.

**TAB 2 - BidStamp BRAND Average Discount** - will be completed in accordance with Package 1 RFO Document Section 3.9.4 Pricing - Complete Tab 2 BIDSTAMP Average Discount Sheet, and entered in BIDSTAMP.

If Respondent is proposing multiple discounts for the same brand, the branded products must be listed separately with the associated discount or grouped with an associated discount. Respondent will calculate the average discount per brand in this Package. The brand average will be entered in BidStamp per instructions in Bid Package 1 RFO Document Section 3.9.4.1 For example:

Brand ABC

ABC Product Software or Hardware, Site Licenses - Customer Discount - 15% (BRAND ABC)

ABC Product Software or Hardware, Volume Licenses - Customer Discount - 25% (BRAND ABC)

ABC Product Software or Hardware, All other products - Customer Discount -10% **(Average Discount 16.67% will be entered in BidStamp)**

Discount range (e.g., 0% - 99%) is not allowed.

**TAB 3 -SERVICES DETAIL / DISCOUNT SHEET** - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).

Respondent will provide a MSRP price list of services being proposed

Discount range (e.g., 0% - 99%) is not allowed.

Respondent will provide Services unit of measure

**\*Services Will not be entered in BidStamp**

**TAB 4 - VOLUME DISCOUNT SHEET**- The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP). Volume Pricing information is not entered in the BidStamp VIS. If Respondent is proposing Volume Discounts, the product must be listed on the

Volume Discount Tab with the associated type or grouped with an associated discount.

For example:

ABC Product, 1-5 Units - 10.00% - two decimals

ABC Product, 6-10 Units - 20.00% - two decimals



**ABC Product, 10+ Units - 30.00% - two decimals**

**All Volume Discounts will be listed on the Volume Discount Tab and will be submitted in the EXCEL spreadsheet format.**

**For all Tabs above - Price to DIR Customer shall include all shipping and handling fees.**

**\*DO NOT CREATE TABS BY BRAND. ALL ENTRIES WILL BE COMPLETED ON THE TABS PROVIDED IN THIS PACKAGE 2**

Department of Information Resources  
 Request for Offer DIR-CPO-TMP-570  
 Software, Commercially of the Shelf and Related Services  
 Package 2 - ITEMIZED PRICING SHEET

Company Name: \_\_\_\_\_

**IF Respondent IS PROVIDING THE ENTIRE LINE FOR A SPECIFIC BRAND, PROVIDE CATALOGUE LINK AND LIST HERE MOST SOLD PRODUCTS**

\* For Respondent reference: DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.  
 For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)  
 DO NOT make any changes to the format of the grids. Insert additional rows as needed.

BRAND	FUNCTION	SOFTWARE CATEGORY (Select from Dropdown)	PRODUCT DESCRIPTION	PRODUCT PART NUMBER	MSRP or LIST PRICE	DIR Customer Discount % off MSRP	DIR Customer Price*	Unit	AVERAGE BRAND DISCOUNT
Brand x	EXAMPLE: Audit Management	SaaS			\$ 1,000.00	15.00%	\$ 856.38	p/user	
Brand x x	EXAMPLE: Audit Management	Software			\$ 2,000.00	25.00%	\$ 1,511.25	p/server	
Brand x xx	EXAMPLE: Audit Management	Related Services			\$ 10,000.00	10.00%	\$ 9,067.50	bundle	16.67%
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
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Add as Many lines  
 as you need by  
 copy and pasting  
 to included  
 formula

Department of Information Resources  
 Request for Offer DIR-CPO-TMP-570  
 Software, Commercially of the Shelf and Related Services  
 Bid Package 2 - ITEMIZED PRICING SHEET

**All Brands Discount Averages must be entered into DIR's Automated Pricing Form in the BidStamp VIS. Per instructions Package 1 RFO Document Section 3.9.4.1 Automated Pricing**

Company Name: \_\_\_\_\_

**THIS SPREADSHEET WILL BE PART OF RESPONDENT'S RESPONSE**

**EXAMPLES for use. Respondent must enter the Brand Name (Sample green highlight) in BidStamp VIS, exactly as written in section 3.9.4.1 of Package 1 RFO Document. Failure to do so may result in Respondent's bid not tabulating correctly.**

BRAND	FUNCTION	Average Discount per Brand
Brand-x	Audit Management	15.00%
Brand-x	Case Management	10.00%
Brand-x	Artificial Intelligence (AI)	10.00%
Brand-x	Audit Management	20.00%
Brand-y	Back-Up Software	20.00%
Brand-y	Data Management Software	20.00%
Brand-y	Design and Development Software	15.00%
Brand-Z	Developer Tools Software	20.00%
Microsoft (VAR)	Office 365	7.50%
Adobe (VAR)	Adobe	10.00%
NOVELL (VAR)	Novell	10.00%
Brand-Various	Complete Solution	20.00%

Add Line as needed






**Department of Information Resources**  
**Request for Offer DIR-CPO-TMP-570**  
**Software, Commercially of the Shelf and Related Services**  
**Bid Package 2 - ITEMIZED PRICING SHEET**

COMPANY NAME: _____		DIR Customer Discount % off MSRP
<b>By QTY</b>	<b>Type of Volume</b>	<b>Product Category</b>
	1-99 units	
	100-500 units	
	500+ units	

**Additional Discount Based On Aggregate Sales**

Contract Sales Threshold	Product or Category Description	Part Number if Applicable	Original Discount	Additional Discount	Total Discount
<i>Example: \$50,000.00</i>			20.00%	(+) 5.00%	25.00%

**Department of Information Resources**  
**Request for Offer DIR-CPO-TMP-570**  
**Software, Commercially of the Shelf and Related Services**  
**Bid Package 2 -ITEMIZED PRICING SHEET**

**Company Name:** \_\_\_\_\_

**VAR Instructions:**

For the purposes of this RFO, the publisher's software licensing products are categorized in the table below. Vendors must offer **ONLY** one (1) discount for each Publisher Category listed. The discount for each publisher category will be applied to all products within the publisher category to determine the net DIR Customer price. The price to all DIR Customers shall include all shipping and handling fees.

<b>Publisher Category</b>	<b>Publisher Discount Level</b>	<b>DIR Customer Discount (from Publisher Discount Level)</b>
<b>Adobe:</b>		
Cumulative Licensing Program (CLP) Education Membership	Level 3 Points target: 100,000+ points	
Cumulative Licensing Program (CLP) Government Membership	Level 2 Points target: 300,000+ points	
<b>Microsoft:</b>		
Enterprise Agreement (comprised of subcategories as listed below)		
Office Professional/Standard	Level D less 7.5%	
Windows Pro Desktop Operating System	Level D less 7.5%	
Core CAL/Enterprise CAL Suite (to include stand alone components)	Level D less 6%	
All other or additional EA licensing	Level D	
Enterprise Subscription Agreement	Level D less 2%	
Select Plus Government	Level D	
Select Plus Academic	Level D	
<b>Novell Master License Agreement:</b>		
Education License and Value Added Service	MLA Level 5	
Government License and Value Added Service	MLA Level 5	

**PLEASE NOTE:** All prices quoted to Customers shall include the administrative fee. The administrative fee = .75% x

**Department of Information Resources**  
**Request for Offer DIR-CPO-TMP-570**  
**Software, Commercially of the Shelf and Related Services**  
**Bid Package 2 -ITEMIZED PRICING SHEET**

**Company Name:** \_\_\_\_\_

**Instructions:**

A representative sample of software license products for each software publisher is provided in the tables below. Vendors must offer ONLY one (1) price for each Publisher Product listed. 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.

**PLEASE NOTE:** All prices quoted to Customers shall include the administrative fee. The administrative fee = .75% x Customer Price

**ADOBE ACADEMIC**

Product Description	Product Type	Product Number	List Price (Per Level Discount)	DIR Customer Price
Acrobat Professional v.10	MAC Full License	65083690AB03A00		\$0.00
Acrobat Professional v.10	WIN Full License	65083691AB03A00		\$0.00
Acrobat Professional v.10	MAC Concurrent License	65083801AB03A00		\$0.00
Acrobat Professional v.10	WIN Concurrent License	65083800AB03A00		\$0.00
Acrobat Suite v.1	WIN Full License	65086502AB03A00		\$0.00
After Effects CS5.5 v10.5	Full License	65110619AB03A00		\$0.00
Audition CS5.5 v.4	Full License	65106839AB03A00		\$0.00
Captivate v5.5	Full License	65125060AB03A00		\$0.00
ColdFusion Builder v.2	Full License	65123381AB03A00		\$0.00
ColdFusion Ent v.9	Full License	65047411AB03A00		\$0.00
ColdFusion Standard v.9	Full License	65047455AB03A00		\$0.00
Contribute CS5 v.6	MAC Full License	65070168AB03A00		\$0.00
Contribute CS5 v.6	WIN Full License	65070186AB03A00		\$0.00
CS5.5 Design Premium 5.5 K12SITE<250	Full License	65112996AB03A00		\$0.00
CS5.5 Design Premium 5.5 K12SITE>250	Full License	65113214AB03A00		\$0.00
CS5.5 Design Std 5.5 K12SITE<250	Full License	65122118AB03A00		\$0.00
CS5.5 Design Std 5.5 K12SITE>250	Full License	65122252AB03A00		\$0.00
Dreamweaver CS5.5 v11.5	Full License	65105384AB03A00		\$0.00
eLearning Suite v.2.5	Full License	65126518AB03A00		\$0.00
Flash Pro CS5.5 v11.5	Full License	65109234AB03A00		\$0.00
Photoshop Elements v10	Full License	65137861AB03A00		\$0.00

**ADOBE GOVERNMENT**

Product Description	Product Type	Product Number	List Price (Per Level Discount)	DIR Customer Price
Acrobat v10	WIN Full License	65086303AC02A00		\$0.00
Acrobat Professional v10	MAC Full License	65083690AC02A00		\$0.00
Acrobat Professional v10	WIN Full License	65083691AC02A00		\$0.00
Acrobat Suite v1	WIN Full License	65086502AC02A00		\$0.00
After Effects CS5.5 v10.5	Full License	65110619AC02A00		\$0.00
Audition CS5.5 v4	Full License	65106839AC02A00		\$0.00
Captivate v5.5	Full License	65125060AC02A00		\$0.00
ColdFusion Builder v2	Full License	65123381AC02A00		\$0.00
ColdFusion Ent v8	Full License	54025221AC02A00		\$0.00
ColdFusion Standard v9	Full License	65047455AC02A00		\$0.00
Contribute CS5 v6	MAC Full License	65070168AC02A00		\$0.00
Contribute CS5 v6	WIN Full License	65070186AC02A00		\$0.00
CS5.5 Design Premium v5.5	Full License	65112138AC02A00		\$0.00
CS5.5 Design Std v5.5	Full License	65121615AC02A00		\$0.00
CS5.5 Master Collector v5.5	Full License	65117060AC02A00		\$0.00
CS5.5 Production Premium v5.5	Full License	65114792AC02A00		\$0.00
Dreamweaver CS5.5 v11.5	Full License	65105384AC02A00		\$0.00
eLearning Suite v2.5	Full License	65126518AC02A00		\$0.00
Flash Pro CS5.5 v11.5	Full License	65109234AC02A00		\$0.00
Photoshop CS5 v12	MAC Full License	65048694AC02A00		\$0.00
Photoshop CS5 v12	WIN Full License	65048695AC02A00		\$0.00
Photoshop Elements v10	Full License	65137861AC02A00		\$0.00

**MICROSOFT ENTERPRISE AGREEMENT**

Product Description	Product Type	Product Number	List Price (Per Level Discount)	DIR Customer Price
ExchgEntCAL ALNG LicSAPk MVL DvcCAL wSrvcs	License/Software Assurance Pack	PGI-00267		\$0.00
ExchgEntCAL ALNG LicSAPk MVL UsrCAL wSrvcs	License/Software Assurance Pack	PGI-00268		\$0.00
ExchgStdCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack	381-01587		\$0.00
ExchgStdCAL ALNG LicSAPk MVL UsrCAL	License/Software Assurance Pack	394-00520		\$0.00
LyncSVrEnCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack	7AH-00281		\$0.00
LyncSVrEnCAL ALNG LicSAPk MVL UsrCAL	License/Software Assurance Pack	7AH-00282		\$0.00
LyncSVrStdCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack	6ZH-00395		\$0.00
LyncSVrStdCAL ALNG LicSAPk MVL UsrCAL	License/Software Assurance Pack	6ZH-00396		\$0.00
OfficeStd ALNG LicSAPk MVL	License/Software Assurance Pack	021-05331		\$0.00
OfficeStd ALNG LicSAPk MVL Pltfrm	License/Software Assurance Pack	021-08255		\$0.00
SharePointEntCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack	76N-02345		\$0.00
SharePointEntCAL ALNG LicSAPk MVL UsrCAL	License/Software Assurance Pack	76N-02427		\$0.00



SharePointStdCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack	H05-00176		\$0.00
SharePointStdCAL ALNG LicSAPk MVL UsrCAL	License/Software Assurance Pack	H05-00444		\$0.00
WinSvrCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack	R18-00095		\$0.00
WinSvrCAL ALNG LicSAPk MVL UsrCAL	License/Software Assurance Pack	R18-00096		\$0.00
CoreCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack	W06-00022		\$0.00
CoreCAL ALNG LicSAPk MVL Pltfrm DvcCAL	License/Software Assurance Pack	W06-01063		\$0.00
CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL	License/Software Assurance Pack	W06-01066		\$0.00
CoreCAL ALNG LicSAPk MVL UsrCAL	License/Software Assurance Pack	W06-00445		\$0.00
CoreCAL ALNG SA MVL DvcCAL	Software Assurance	W06-00021		\$0.00
CoreCAL ALNG SA MVL Pltfrm DvcCAL	Software Assurance	W06-01069		\$0.00
CoreCAL ALNG SA MVL Pltfrm UsrCAL	Software Assurance	W06-01072		\$0.00
CoreCAL ALNG SA MVL UsrCAL	Software Assurance	W06-00446		\$0.00
EntCAL ALNG LicSAPk MVL DvcCAL wSrvcs	License/Software Assurance Pack	76A-00025		\$0.00
EntCAL ALNG LicSAPk MVL Pltfrm DvcCAL wSrvcs	License/Software Assurance Pack	76A-00007		\$0.00
EntCAL ALNG LicSAPk MVL Pltfrm UsrCAL wSrvcs	License/Software Assurance Pack	76A-00010		\$0.00
EntCAL ALNG LicSAPk MVL UsrCAL wSrvcs	License/Software Assurance Pack	76A-00028		\$0.00
OfficeProPlus ALNG LicSAPk MVL Pltfrm	License/Software Assurance Pack	269-12445		\$0.00
ProDsktpwMDOP ALNG LicSAPk MVL	License/Software Assurance Pack	M6D-00005		\$0.00

### MICROSOFT SELECT PLUS GOVERNMENT

Product Description	Product Type	Product Number	List Price (Per Level Discount)	DIR Customer Price
Access 2013	License	077-06705		\$0.00
Access LIC/SA	License/Software Assurance	077-02521		\$0.00
Core Client Device Client License	License/Software Assurance	W06-00002		\$0.00
Core Client User Client License	License/Software Assurance	W06-00426		\$0.00
Excel 2013	License	065-08166		\$0.00
Excel 2013	License/Software Assurance	065-03452		\$0.00
Office 2013	License	79H-00467		\$0.00
Office 2013	License/Software Assurance	79H-00042		\$0.00
Office Pro Plus	License	79P-04712		\$0.00
Office Pro Plus	License/Software Assurance	269-05557		\$0.00
Office Std 2013	License	021-10293		\$0.00
Office Std 2013	License/Software Assurance	021-05339		\$0.00
Powerpoint 2013	License	079-06238		\$0.00
Powerpoint 2013	License/Software Assurance	079-01662		\$0.00
Project 2013	License	076-05292		\$0.00
Project 2013	License/Software Assurance	076-01810		\$0.00
Visio Pro 2013	License	D87-05994		\$0.00
Visio Pro 2013	License/Software Assurance	D87-01099		\$0.00
Visio Std 2013	License	D86-05323		\$0.00
Visio Std 2013	License/Software Assurance	D86-01240		\$0.00
Visual Studio Premium w/MSDN	License/Software Assurance	9ED-00071		\$0.00
Visual Studio Pro 2012	License	C5E-00989		\$0.00
Visual Studio Pro w/MSDN	License/Software Assurance	77D-00110		\$0.00
Word 2013	License	059-08670		\$0.00
Word 2013	License/Software Assurance	059-03715		\$0.00

### MICROSOFT SELECT PLUS ACADEMIC

Product Description	Product Type	Product Number	List Price (Per Level Discount)	DIR Customer Price
Access 2013	License	077-06695		\$0.00
Access 2013	License/Software Assurance	077-02570		\$0.00
Excel 2013	License	065-08156		\$0.00
Office MAC Std 2011	License	3YF-00294		\$0.00
Office MAC Std 2011	License/Software Assurance	3YF-00292		\$0.00
Office Pro Plus 2013	License	79P-04691		\$0.00
Office Pro Plus 2013	License/Software Assurance	269-05623		\$0.00
Office Std 2013	License	021-10282		\$0.00
Office Std 2013	License/Software Assurance	021-05331		\$0.00
Project 2013	License	076-05273		\$0.00
Project 2013	License/Software Assurance	076-01776		\$0.00
Project Pro 2013	License	H30-04027		\$0.00
Project Pro 2013	License/Software Assurance	H30-00237		\$0.00
Powerpoint 2013	License	079-06228		\$0.00
Visio Pro 2013	License	D87-05984		\$0.00
Visio Pro 2013	License/Software Assurance	D87-01057		\$0.00
Visio Std 2013	License	D86-05324		\$0.00
Visio Std 2013	License/Software Assurance	D86-01175		\$0.00
Visual Studio Foundation Server Client Per Device	License/Software Assurance	126-00156		\$0.00
Visual Studio Premium w/MSDN	License/Software Assurance	9ED-00071		\$0.00
Visual Studio Premium w/MSDN	Software Assurance	9ED-00073		\$0.00
Visual Studio Pro w/MSDN	License/Software Assurance	77D-00110		\$0.00
Word 2013	License	059-08660		\$0.00
Word MAC 2011	License	D48-01082		\$0.00

### NOVELL EDUCATION

Product Description	Product Number	List Price (Per Level Discount)	DIR Customer Price
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Sentinel Base Package 1-instance 1-Year Priority Maintenance	877-001862-EDU		\$0.00
Sentinel Base Package 1-instance 3-Year Priority Maintenance	877-001863-EDU		\$0.00
Novell Privileged user Mgr 2.3 1-Instance License + 1-Year Priority Maintenance	877-005821-EDU		\$0.00
Novell Privileged User Manager 1-Instance 1-Year Priority Maintenance	877-005823-EDU		\$0.00
Novell Privileged User Manager 1-Instance 3-Year Priority Maintenance	877-005824-EDU		\$0.00
Novell Sentinel Log Manager 2500 EPS 1-Instance 1-Year Priority Maintenance	877-006391-EDU		\$0.00
Novell Sentinel Log Manager 2500 EPS 1-Instance 3-Year Priority Maintenance	877-006392-EDU		\$0.00
NetIQ Cloud Manager 1-Instance 1-Year Priority Maintenance	877-006963-EDU		\$0.00
NetIQ Cloud Manager 1-Instance 3-Year Priority Maintenance	877-006964-EDU		\$0.00
Self-service Password Reset 2.0 100-User 1-Year Priority Maintenance	877-007800-EDU		\$0.00
Self-service Password Reset 2.0 100-User 3-Year Priority Maintenance	877-007801-EDU		\$0.00
ZENworks Patch Management Patch Developer kit 6.4 Standard Edition License	873-009056-EDU		\$0.00
ZENworks Patch Management Patch Developer kit 6.4 Premier Edition License	873-009057-EDU		\$0.00
ZENworks Asset Management 1-Instance/User 3-Year Priority Maintenance	877-001605-EDU		\$0.00
ZENworks Endpoint Security Management 1-Device 3-Year Priority Maintenance	877-001621-EDU		\$0.00
SUSE Linux Enterprise Management Pack for System Center Operations Manager License + 1-Year	877-006327-EDU		\$0.00
SUSE Linux Enterprise Management Pack for System Center Operations Manager License 1-Year F	877-006329-EDU		\$0.00
SUSE Linux Enterprise Server for IBM zSeries (per engine) 1-Year Standard Subscription	874-005050-EDU		\$0.00
SUSE Linux Enterprise Server for IBM zSeries (per engine) 1-Year Priority Subscription	874-005051-EDU		\$0.00
SUSE Linux Enterprise Desktop 1-Instance 1-Year Priority Subscription	874-005311-EDU		\$0.00
SUSE Linux Enterprise Desktop 1-Instance 3-Year Priority Subscription	874-005312-EDU		\$0.00
SUSE Linux Enterprise Server for IBM Power (per socket) Standard Subscription 3-Year	874-005551-EDU		\$0.00
SUSE Linux Enterprise Server for IBM Power (per socket) Priority Subscription 3-Year	874-005577-EDU		\$0.00
SUSE Linux Enterprise Server for X86, AMD64 & Intel64 (8 CPU Sockets, Standard Support, 1 Phys	874-006265-EDU		\$0.00
SUSE Linux Enterprise Server for X86, AMD64 & Intel64 (8 CPU Sockets, Priority Support, 1 Physic	874-006266-EDU		\$0.00

## NOVELL GOVERNMENT

Product Description	Product Number	List Price (Per Level Discount)	DIR Customer Price
Sentinel Base Package 1-instance 1-Year Priority Maintenance	877-001862		
Sentinel Base Package 1-instance 3-Year Priority Maintenance	877-001863		
Novell Privileged user Mgr 2.3 1-Instance License + 1-Year Priority Maintenance	877-005821		
Novell Privileged User Manager 1-Instance 1-Year Priority Maintenance	877-005823		
Novell Privileged User Manager 1-Instance 3-Year Priority Maintenance	877-005824		
Novell Sentinel Log Manager 2500 EPS 1-Instance 1-Year Priority Maintenance	877-006391		
Novell Sentinel Log Manager 2500 EPS 1-Instance 3-Year Priority Maintenance	877-006392		
NetIQ Cloud Manager 1-Instance 1-Year Priority Maintenance	877-006963		
NetIQ Cloud Manager 1-Instance 3-Year Priority Maintenance	877-006964		
Self-service Password Reset 2.0 100-User 1-Year Priority Maintenance	877-007800		
Self-service Password Reset 2.0 100-User 3-Year Priority Maintenance	877-007801		
ZENworks Patch Management Patch Developer kit 6.4 Standard Edition License	873-009056		
ZENworks Patch Management Patch Developer kit 6.4 Premier Edition License	873-009057		
ZENworks Asset Management 1-Instance/User 3-Year Priority Maintenance	877-001605		
ZENworks Endpoint Security Management 1-Device 3-Year Priority Maintenance	877-001621		
SUSE Linux Enterprise Management Pack for System Center Operations Manager License + 1-Year	877-006327		
SUSE Linux Enterprise Management Pack for System Center Operations Manager License 1-Year F	877-006329		
SUSE Linux Enterprise Server for IBM zSeries (per engine) 1-Year Standard Subscription	874-005050		
SUSE Linux Enterprise Server for IBM zSeries (per engine) 1-Year Priority Subscription	874-005051		
SUSE Linux Enterprise Desktop 1-Instance 1-Year Priority Subscription	874-005311		
SUSE Linux Enterprise Desktop 1-Instance 3-Year Priority Subscription	874-005312		
SUSE Linux Enterprise Server for IBM Power (per socket) Standard Subscription 3-Year	874-005551		
SUSE Linux Enterprise Server for IBM Power (per socket) Priority Subscription 3-Year	874-005577		
SUSE Linux Enterprise Server for X86, AMD64 & Intel64 (8 CPU Sockets, Standard Support, 1 Phys	874-006265		
SUSE Linux Enterprise Server for X86, AMD64 & Intel64 (8 CPU Sockets, Priority Support, 1 Physic	874-006266		



**Department of Information Resources**

**Request for Offer DIR-CPO-TMP-570**

**Software, Commercially Off the Shelf (COTS) and Related  
Services**

**Appendix A**

**Standard Contract Terms and Conditions Cooperative Contracts**

# Contents

1	Contract Scope .....	5
2	No Quantity Guarantees .....	5
3	Definitions .....	5
	3.1 Compliance Check .....	5
	3.2 Contract .....	5
	3.3 CPA .....	5
	3.4 Customer .....	5
	3.5 Business day .....	6
	3.6 DIR .....	6
	3.7 Effective Date .....	6
	3.8 Invoice .....	6
	3.9 Purchase Order .....	6
	3.10 State .....	6
	3.11 Statement of Work (SOW) .....	6
	3.12 Subcontracting Plan .....	6
	3.13 Successful Respondent .....	6
	3.14 Third-Party Provider .....	7
4	General Provisions .....	7
	4.1 Entire Agreement .....	7
	4.2 Modification of Contract Terms and/or Amendments .....	7
	4.3 Invalid Term or Condition .....	7
	4.4 Assignment .....	8
	4.5 Survival .....	8
	4.6 Choice of Law .....	8
	4.7 Limitation of Authority .....	8
	4.8 Proof of Financial Stability .....	9
	4.9 Data Location .....	9
	4.10 Independent Contractor .....	9
5	Intellectual Property Matters .....	9
	5.1 Intellectual Property Matters Definitions .....	9
	5.1.1 “Work Product” .....	9
	5.1.2 “Intellectual Property Rights” .....	10
	5.1.3 “Third Party IP” .....	10
	5.1.4 “Successful Respondent IP” .....	10
	5.2 Ownership .....	11
	5.3 Further Actions .....	11
	5.4 Waiver of Moral Rights .....	12
	5.5 Confidentiality .....	12
	5.6 Injunctive Relief .....	12
	5.7 Return of Materials Pertaining to Work Product .....	12
	5.8 Successful Respondent License to Use .....	13



5.9	Third-Party Underlying and Derivative Works .....	13
5.10	Agreement with Third Party Providers.....	13
5.11	License to Customer .....	13
5.12	Successful Respondent Development Rights .....	14
6	Terms and Conditions Applicable to State Agency Purchases Only .....	14
7	Contract Fulfillment and Promotion .....	15
7.1	Service, Sales and Support of the Contract .....	15
7.2	Internet Access to Contract and Pricing Information .....	15
7.3	Accurate and Timely Contract Information .....	16
7.4	Webpage Compliance Checks.....	16
7.5	Webpage Changes .....	16
7.6	Use of Access Data Prohibited.....	17
7.7	Responsibility for Content.....	17
7.8	Services Warranty and Return Policies .....	17
7.9	DIR and Customer Logos.....	17
7.10	Successful Respondent Logo.....	17
7.11	Trade Show Participation .....	17
7.12	Orientation Meeting .....	18
7.13	Performance Review Meetings.....	18
7.14	DIR Cost Avoidance .....	18
8	Purchase Orders, Invoices, and Payments.....	18
8.1	Purchase Orders.....	18
8.2	Invoices .....	18
8.3	Payments .....	19
8.4	Tax-Exempt.....	19
8.5	Travel Expense Reimbursement.....	19
9	Contract Administration.....	19
9.1	Contract Managers .....	19
9.1.1	DIR Contract Manager.....	19
9.1.2	Successful Respondent Contract Manager .....	19
9.2	Reporting and Administrative Fees .....	20
9.2.1	Reporting Responsibility.....	20
9.2.2	Detailed Monthly Report.....	20
9.2.3	Historically Underutilized Businesses Subcontract Reports .....	20
9.2.4	DIR Administrative Fee .....	21
9.2.5	Accurate and Timely Submission of Reports.....	21
9.3	Records and Audit .....	22
9.4	Contract Administration Notification.....	23
10	Successful Respondent Responsibilities .....	23
10.1	Indemnification .....	23

10.1.1	Indemnities by Successful Respondent .....	23
10.1.2	Infringements .....	24
10.2	Property Damage .....	24
10.3	Taxes/Worker’s Compensation/Unemployment Insurance .....	24
10.4	Successful Respondent Certifications .....	25
10.5	Ability to Conduct Business in Texas .....	27
10.6	Equal Opportunity Compliance .....	28
10.7	Use of Subcontractors .....	28
10.8	Responsibility for Actions .....	28
10.9	Confidentiality .....	28
10.10	Security of Premises, Equipment, Data and Personnel .....	29
10.11	Background and/or Criminal History Investigation .....	29
10.12	Limitation of Liability .....	29
10.13	Overcharges .....	30
10.14	Prohibited Conduct .....	30
10.15	Required Insurance Coverage .....	30
10.15.1	Commercial General Liability .....	31
10.15.2	Workers’ Compensation Insurance .....	31
10.15.3	Business Automobile Liability Insurance .....	31
10.16	Use of State Property .....	31
10.17	Immigration .....	31
10.18	Public Disclosure .....	32
10.19	Product and/or Services Substitutions .....	32
10.20	Secure Erasure of Hard Disk Managed Services Products and/or Services .....	32
10.21	Deceptive Trade Practices; Unfair Business Practices .....	32
10.22	Drug Free Workplace Policy .....	32
10.23	Public Information .....	33
10.24	Successful Respondent Reporting Requirements .....	33
10.25	Cybersecurity Training .....	33
11	Contract Enforcement .....	33
11.1	Enforcement of Contract and Dispute Resolution .....	33
11.2	Termination .....	34
11.2.1	Termination for Non-Appropriation .....	34
11.2.2	Absolute Right .....	34
11.2.3	Termination for Convenience .....	34
11.2.4	Termination for Cause .....	35
11.2.5	Immediate Termination or Suspension .....	35
11.2.6	Customer Rights Under Termination .....	36
11.2.7	Successful Respondent Rights Under Termination .....	36
11.3	Force Majeure .....	36
12	Non-Solicitation of State Employees .....	36
13	Warranty .....	36

14 Notification ..... 37  
    14.1 Notices..... 37  
    14.2 Handling of Written Complaints ..... 37  
15 Captions ..... 37

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

## **1 CONTRACT SCOPE**

Successful Respondent shall provide the products and/or services specified in the Contract for purchase by Customers. Terms used in this document shall have the meanings set forth below in Section [3 Definitions](#).

## **2 NO QUANTITY GUARANTEES**

The Contract is not exclusive to Successful Respondent. Customers may obtain 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/or services will be procured through the Contract.

## **3 DEFINITIONS**

### **3.1 Compliance Check**

An audit of Successful Respondent's compliance with the Contract which may be performed by a third-party auditor, DIR Internal Audit department, DIR contract management staff, or their designees.

### **3.2 Contract**

The DIR Contract between DIR and Successful Respondent into which this Appendix A is incorporated.

### **3.3 CPA**

Refers to the Texas Comptroller of Public Accounts.

### **3.4 Customer**

Any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, 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, 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, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, 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:

- A. A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- B. A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- C. 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;



- D. 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;
- E. A local workforce development board created under Section 2308.253, Texas Government Code;
- F. A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- G. 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;
- H. A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- I. A nonprofit organization that provides affordable housing.

### 3.5 **Business day**

Shall mean business days, Monday through Friday, except for State and Federal holidays. 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.

### 3.6 **DIR**

Refers to the Texas Department of Information Resources.

### 3.7 **Effective Date**

Refers to the effective date of the Contract as set forth therein.

### 3.8 **Invoice**

Refers to a Customer approved instrument submitted by Successful Respondent for payment of services.

### 3.9 **Purchase Order**

Refers to Customer's fiscal form or format, contract with Successful Respondent, or other document used by Customer to authorize the purchase of products or services from Successful Respondent under the Contract, including but not limited to a formal written purchase order, procurement card, electronic purchase order, or another authorized instrument.

### 3.10 **State**

Refers to the State of Texas.

### 3.11 **Statement of Work (SOW)**

Means a document entered into between Customer and Successful Respondent describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Successful Respondent is to provide Customer, issued pursuant to the Contract.

### 3.12 **Subcontracting Plan**

Refers to **Appendix B**, Successful Respondent's Historically Underutilized Business Subcontracting Plan.

### 3.13 **Successful Respondent**

Refers to the party identified as either "Successful Respondent" or "Vendor" in Section 1.1 of the Contract.

### 3.14 **Third-Party Provider**

Refers to an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller or other person or entity designated or directed by Successful Respondent to provide products or services to a Customer in performance of, related to, or in support of a Purchase Order issued under the Contract.

## 4 **GENERAL PROVISIONS**

### 4.1 **Entire Agreement**

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and Successful Respondent. 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.

### 4.2 **Modification of Contract Terms and/or Amendments**

- A. 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 Successful Respondent.
- B. DIR may amend the Contract upon thirty (30) calendar days written notice to Successful Respondent without the need for Successful Respondent's written consent: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions.
- C. 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 Successful Respondent 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.
- D. Customer(s) and Successful Respondent 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.

### 4.3 **Invalid Term or Condition**

- A. To the extent any term or condition in the Contract conflicts with the applicable Texas 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 Texas and/or United States law or regulation which conflicts with the Contract term or condition.
- B. If one (1) or more term or condition 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.

#### **4.4 Assignment**

- A. DIR may assign the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
- B. A Customer may assign a Purchase Order issued under the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
- C. Successful Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the DIR. Any attempted assignment in violation of this provision is void and without effect.

#### **4.5 Survival**

All applicable Statements of Work that were entered into between Successful Respondent 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 Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect.

#### **4.6 Choice of Law**

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. In any litigation where any state agency is a party, and subject to the requirements of Chapter 2260, Texas Government Code, the exclusive venue of any such suit arising under the Contract is fixed in the state courts of Travis County, Texas. If litigation does not involve any state agency, then venue is fixed in the state courts of the Texas county where the Customer is primarily situated, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency. Regardless of any provision anywhere in the Contract, no state agency or other Customer in any manner waives any defense or immunity whatsoever.

#### **4.7 Limitation of Authority**

Successful Respondent 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 the Contract; no other authority,



power or use is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

#### 4.8 **Proof of Financial Stability**

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

#### 4.9 **Data Location**

Regardless of any other provision of the Contract or its incorporated or referenced documents, all of the data for State of Texas Customers shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise; however, Successful Respondent shall notify DIR promptly after such request is made. For all Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. **NOTE: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.**

#### 4.10 **Independent Contractor**

**SUCCESSFUL RESPONDENT AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THE CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT SUCCESSFUL RESPONDENT IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR, OR THE STATE OF TEXAS.**

### **5 INTELLECTUAL PROPERTY MATTERS**

#### 5.1 **Intellectual Property Matters Definitions**

##### 5.1.1 "Work Product"

Means any and all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to the 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, 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, configurations, 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 the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:
  - a. by any Successful Respondent personnel or Customer personnel, or
  - b. any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

#### 5.1.2 "Intellectual Property Rights"

Means the worldwide legal rights or interests, including but not limited to all United States and foreign patents, copyrights, trademarks, service marks, trade secrets, moral rights, author's rights, reversionary rights, and any and all other intellectual property or similar rights, 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.

#### 5.1.3 "Third Party IP"

Means the Intellectual Property Rights of any third party that is not a party to the Contract or a Purchase Order or Statement of Work issued under the Contract, and that is not directly or indirectly providing any goods or services to Customer under the Contract or a Purchase Order or Statement of Work issued under the Contract.

#### 5.1.4 "Successful Respondent IP"

Shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Successful Respondent:

- i) 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

- ii) after the Effective Date if such tangible or intangible items or things were independently developed by Successful Respondent outside Successful Respondent'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 Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **5.2 Ownership**

As between Successful Respondent and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Successful Respondent. Successful Respondent 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, Successful Respondent 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. Successful Respondent acknowledges that Successful Respondent and Customer do not intend Successful Respondent 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 Successful Respondent, to all Successful Respondent materials, premises, and computer files containing the Work Product. Successful Respondent 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 Successful Respondent.

## **5.3 Further Actions**

Successful Respondent, 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 Successful Respondent's signature due to the dissolution of Successful Respondent or Successful Respondent'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, Successful Respondent hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Successful Respondent's agent and Successful Respondent's attorney-in-fact to act for and in Successful Respondent'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 Successful Respondent, provided however that no such grant of right to Customer is applicable if Successful Respondent fails to execute any document due to a good faith dispute by Successful Respondent 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 Successful Respondent 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.

#### **5.4 Waiver of Moral Rights**

Successful Respondent hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Successful Respondent may now have or which may accrue to Successful Respondent'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. Successful Respondent 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.

#### **5.5 Confidentiality**

All documents, information and materials forwarded to Successful Respondent 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 Successful Respondent under Section [5.8 Successful Respondent License to Use](#). Hereunder, Successful Respondent 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.

#### **5.6 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, Successful Respondent acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of the Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

#### **5.7 Return of Materials Pertaining to Work Product**

Upon the request of Customer, but in any event upon termination or expiration of the Contract, or a Statement of Work, Successful Respondent 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 Successful Respondent or furnished by Customer to Successful Respondent, 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 Successful Respondent by Customer or by anyone else that pertain to the Work Product.



### 5.8 **Successful Respondent License to Use**

Customer hereby grants to Successful Respondent 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 Successful Respondent 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.

### 5.9 **Third-Party Underlying and Derivative Works**

- A. To the extent that any Successful Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, Successful Respondent 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 Successful Respondent 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. Successful Respondent agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party IP.
- B. On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third Party IP that may be embodied or reflected in the Work Product.

### 5.10 **Agreement with Third Party Providers**

Successful Respondent 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 Third Party Providers, prior to their providing such services or Work Product pursuant to the Contract, and that Successful Respondent shall maintain such written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Successful Respondent. Copies of such agreements shall be provided to the Customer promptly upon request.

### 5.11 **License to Customer**

Successful Respondent grants to Customer, at no additional charge, a world-wide, non-exclusive, perpetual, irrevocable, royalty free right and 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 Successful Respondent 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 Successful Respondent IP remain in Successful Respondent.



## 5.12 Successful Respondent Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in the Contract shall preclude Successful Respondent 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 Successful Respondent 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, Successful Respondent and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

## 6 TERMS AND CONDITIONS APPLICABLE TO STATE AGENCY PURCHASES ONLY

- A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR 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. Successful Respondent hereby represents, certifies, and warrants that it and its products and services comply with all relevant accessibility laws and standards.
- i) Upon request, and prior to a DIR Customer purchase, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product 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/service since the time of the original document completion.
  - ii) If Successful Respondent claims that a proposed product or family of products is exempt from accessibility requirements, it 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.
  - iii) Upon request, and prior to a DIR customer purchase for IT development services, Successful Respondent must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Successful Respondent's capability or ability to produce accessible electronic and information resources.
  - iv) Additionally, Successful Respondent must ensure that EIR 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.

- v) Upon request, and prior to a Customer purchase for COTS products, or IT development services, Successful Respondent must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.
- vi) Also upon request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. Examples may include but are not limited to: executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

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

- i) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined 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).
- ii) 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.
- iii) Successful Respondent agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Section.

## **7 CONTRACT FULFILLMENT AND PROMOTION**

### **7.1 Service, Sales and Support of the Contract**

Successful Respondent shall provide service, sales, and support resources to serve all Customers. It is the responsibility of Successful Respondent to sell, market, and promote products and services available under the Contract. Successful Respondent shall use best efforts to ensure that potential Customers are made aware of the existence of the Contract. All contracts for and sales to Customers for products and services available under the Contract shall be in accordance with the Contract.

### **7.2 Internet Access to Contract and Pricing Information**

**A. Successful Respondent Webpage**



Within thirty (30) calendar days from the Effective Date, Successful Respondent will establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's website. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent's website must have a Secure Sockets Layer (SSL) certificate and Customers must access Successful Respondent's website using Hyper Text Transfer Protocol Secure (HTTPS) and it will encrypt all communication between Customer browser and website. The webpage must include:

- i) a list with description of products and/or services awarded;
- ii) Successful Respondent contact information (name, telephone number and email address);
- iii) instructions for obtaining quotes and placing Purchase Orders;
- iv) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- v) a link to the DIR "Cooperative Contracts" webpage;
- vi) the DIR logo in accordance with the requirements of Section 7.9; and
- vii) any other information that the Contract indicates is required to be included on the webpage.

B. If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the Contract without penalty.

### **7.3 Accurate and Timely Contract Information**

Successful Respondent 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. Successful Respondent, at its own expense, shall correct any non-conforming or inaccurate information posted at Successful Respondent's website within ten (10) business days after written notification by DIR.

### **7.4 Webpage Compliance Checks**

Periodic Compliance Checks of the information posted for the Contract on Successful Respondent's website will be conducted by DIR. Upon request by DIR, Successful Respondent shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

### **7.5 Webpage Changes**

Successful Respondent hereby consents to a link from the DIR website to Successful Respondent'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 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 Successful Respondent with subsequent notice of link suspension, termination or removal. Successful Respondent 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.



## **7.6 Use of Access Data Prohibited**

If Successful Respondent stores, collects, or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Successful Respondent 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 Successful Respondent shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

## **7.7 Responsibility for Content**

Successful Respondent is solely responsible for administration, content, intellectual property rights, and all materials at Successful Respondent'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.

## **7.8 Services Warranty and Return Policies**

Successful Respondent will adhere to Successful Respondent's then-currently published policies concerning product and service warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated customers for like products and services.

## **7.9 DIR and Customer Logos**

Successful Respondent may use a Customer's logo only upon prior written approval of such Customer. Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with the following stipulations:

- A. the logo may not be modified in any way,
- B. when displayed, the size of the DIR logo must be equal to or smaller than Successful Respondent's logo,
- C. the DIR logo is only used to communicate the availability of services under the Contract to Customers, and
- D. any other use of the DIR logo requires prior written permission from DIR.

## **7.10 Successful Respondent Logo**

If DIR receives Successful Respondent's prior written approval, DIR may use Successful Respondent's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logo may be on the DIR website or on printed materials. Any use of Successful Respondent'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 Successful Respondent's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Successful Respondent.

## **7.11 Trade Show Participation**

At DIR's discretion, Successful Respondent may be required to participate in no more than two (2) DIR sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation, at Successful Respondent's expense, includes providing a manned booth display or similar presence. DIR will provide four (4) months advance notice of any required participation. Successful Respondent 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 Successful Respondent's booth.

#### **7.12 Orientation Meeting**

Within thirty (30) calendar days from execution of the Contract, Successful Respondent will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include administrative requirements for reporting and administrative fee payments. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

#### **7.13 Performance Review Meetings**

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

#### **7.14 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, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain: product or service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR Customers can procure the products or services.

### **8 PURCHASE ORDERS, INVOICES, AND PAYMENTS**

#### **8.1 Purchase Orders**

All Customer Purchase Orders will be placed directly with Successful Respondent. Accurate Purchase Orders shall be effective and binding upon Successful Respondent when accepted by Successful Respondent.

#### **8.2 Invoices**

- A. Invoices shall be submitted by Successful Respondent directly to Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to Successful Respondent. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.
- B. 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 services, prices, and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the products and services by the Customer.
- C. The DIR Administrative Fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.



### **8.3 Payments**

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Successful Respondent. 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. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.

### **8.4 Tax-Exempt**

As per Section 151.309, Texas Tax Code, Customers under the Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under the Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Successful Respondent upon request.

### **8.5 Travel Expense Reimbursement**

Pricing for services provided under the 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 (<https://comptroller.texas.gov/purchasing/programs/travel-management/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

## **9 CONTRACT ADMINISTRATION**

### **9.1 Contract Managers**

DIR and Successful Respondent will each provide a contract manager (“Contract Manager”) to support the Contract (respectively, the “DIR Contract Manager” and “Successful Respondent Contract Manager”). Information regarding each Contract Manager will be posted on the internet website designated for the Contract. DIR reserves the right to require a change in Successful Respondent Contract Manager if Successful Respondent Contract Manager is not, in the sole opinion of DIR, adequately serving the needs of the State.

#### **9.1.1 DIR Contract Manager**

The DIR Contract Manager’s duties include but are not limited to:

- A. monitoring compliance and management of the Contract,
- B. advising DIR of Successful Respondent’s performance under the Contract, and
- C. periodic verification of pricing and monthly reports submitted by Successful Respondent.

#### **9.1.2 Successful Respondent Contract Manager**

Successful Respondent Contract Manager’s duties shall include but are not limited to:

- A. supporting the marketing and management of the Contract,
- B. facilitating dispute resolution between Successful Respondent and Customers, and
- C. advising DIR of Successful Respondent's performance under the Contract.

## 9.2 Reporting and Administrative Fees

### 9.2.1 Reporting Responsibility

- A. Each month, Successful Respondent shall report all products and services purchased under the Contract. Successful Respondent shall file monthly reports to include monthly sales reports, subcontract reports, and pay the DIR 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 Successful Respondent's applicable Contract books. Successful Respondent will provide all required documentation at no cost.

### 9.2.2 Detailed Monthly Report

- A. Using the Vendor Sales Report (VSR) portal, Successful Respondent shall provide DIR with a monthly report in the format required by DIR detailing sales activity under the Contract for the previous month period. This included months in which there are no sales. Reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. Per transaction, the monthly report shall include, at a minimum, 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 estimated DIR Administrative Fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), 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 Successful Respondent for correction in accordance with this Section.
- B. Successful Respondent shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in Contract termination.

### 9.2.3 Historically Underutilized Businesses Subcontract Reports

- A. Successful Respondent shall electronically provide each Customer with their 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.



#### 9.2.4 DIR Administrative Fee

- A. The DIR Administrative Fee shall be paid by Successful Respondent 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. DIR will review monthly sales reports, close the sales period, and notify Successful Respondent of the amount of the DIR Administrative Fee no later than the fourteenth (14th) calendar day of the month following the date of the reported sale. Successful Respondent shall pay the amount of the DIR Administrative Fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Successful Respondent reports January sales no later than February 15th; DIR closes January sales and notifies Successful Respondent of the amount of the DIR Administrative Fee by March 14th; Successful Respondent submits payment of the DIR Administrative Fee for January sales by March 25th.
- B. DIR may change the amount of the DIR Administrative Fee upon thirty (30) calendar days written notice to Successful Respondent without the need for an amendment to the Contract.
- C. To preserve the DIR Administrative Fee in place at the time of the sale of product or service, the calculation of the DIR Administrative Fee is based on the Purchase Order date for each sale.
- D. Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

#### 9.2.5 Accurate and Timely Submission of Reports

- A. Successful Respondent shall submit reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Fee payments within three (3) business days upon written notification by DIR. Successful Respondent shall deliver any late reports or late DIR Administrative Fee payments within three (3) business days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate reports or DIR Administrative Fee payments or deliver late reports and DIR Administrative Fee payments within three (3) business days, Successful Respondent shall 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 Successful Respondent fail to correct inaccurate reports or cure the delay in timely and accurate delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right at DIR's expense to require an independent third-party audit of Successful Respondent's records as specified in Section [9.3 Records and Audit](#). DIR will select the auditor (and all payments to auditor will require DIR approval).
- C. Failure to timely submit three (3) reports or DIR 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 Successful Respondent's Contract.



### 9.3 Records and Audit

- A. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Successful Respondent and the requirement to cooperate is included in any subcontract 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.
- B. Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) 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, whichever is later. Such records shall include per transaction: 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 calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.
- C. Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, 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.
- D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff during the performance of Compliance Check. If Successful Respondent is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.



- E. For procuring State Agencies whose payments are processed by the CPA, the volume of payments made to Successful Respondent through the CPA and the administrative fee based thereon shall be presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

#### **9.4 Contract Administration Notification**

- A. Prior to execution of the Contract, Successful Respondent shall provide DIR with written notification of the following:
  - i) Successful Respondent Contract Manager's name and contact information,
  - ii) Successful Respondent sales representative name and contact information, and
  - iii) name and contact information of Successful Respondent personnel responsible for submitting reports and payment of DIR Administrative Fees.
- B. Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

### **10 SUCCESSFUL RESPONDENT RESPONSIBILITIES**

#### **10.1 Indemnification**

##### **10.1.1 Indemnities by Successful Respondent**

- A. Successful Respondent shall defend, indemnify, and hold harmless DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, 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, resulting from, or related to:
  - i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
  - ii) 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 (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
  - iii) any breach, disclosure, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and
  - iv) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.
- B. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED



DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FOR NON-STATE AGENCY CUSTOMERS, THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

#### 10.1.2 Infringements

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for 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.

#### 10.2 Property Damage

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, SUCCESSFUL RESPONDENT SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

#### 10.3 Taxes/Worker's Compensation/Unemployment Insurance

Successful Respondent agrees and acknowledges that during the existence of the Contract, Successful Respondent shall be entirely responsible for the liability and payment of Successful Respondent's and its employees' taxes of whatever kind, arising out of the performances in the Contract. Successful Respondent agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Successful Respondent agrees and acknowledges that Successful Respondent and its employees, representatives, agents, and subcontractors shall not be entitled to any state benefit or benefit of another governmental entity Customer. Customer, DIR, and/or the State shall not be liable to Successful Respondent, 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.



#### 10.4 Successful Respondent Certifications

- A. Successful Respondent represents and warrants that, in accordance with Section 2155.005, Texas Government Code, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Successful Respondent.
- B. Successful Respondent hereby certifies, represents, and warrants, on behalf of Successful Respondent that:
- i) it has 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) it is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under Section 231.006, Texas Family Code, and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
  - iii) neither it, nor anyone acting for it, has 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) it has 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 individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
  - vi) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;
  - vii) Successful Respondent 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, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.
  - viii) as of the Effective Date, it is not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website (<https://comptroller.texas.gov/purchasing/publications/divestment.php>);
  - ix) in the performance of the Contract, Successful Respondent shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Section 2155.4441, Texas Government Code;



- x) all equipment and materials to be used in fulfilling the requirements of the Contract are of high-quality and consistent with or better than applicable industry standards, if any. All works and services performed pursuant to the Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;
- xi) to the extent Successful Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full;
- xii) it is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- xiii) 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 Successful Respondent will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
- xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
- xv) it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Successful Respondent acknowledges the applicability of Section 2155.444 and Section 2155.4441, Texas Government Code, in fulfilling the terms of the Contract;
- xvi) Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Section 556.005 or Section 556.008, Texas Government Code;
- xvii) in accordance with Section 2271.002, Texas Government Code, by signature hereon, Successful Respondent does not boycott Israel and will not boycott Israel during the term of the Contract;
- xviii) in accordance with Section 2155.0061, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
- xix) in accordance with Section 2252.152, Texas Government Code, it is not identified on a list prepared and maintained under Section 2270.0201 (previously 806.051) or Section 2252.153, Texas Government Code;
- xx) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract;
- xxi) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

- xxii) under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive the Contract;
  - xxiii) if Successful Respondent is required to make a certification pursuant to Section 2274.0101, Texas Government Code, (A) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (B) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (C) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;
  - xxiv) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program (“TX-RAMP”), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual (“Program Manual”). Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent’s compliance with TX-RAMP; and
  - xxv) all information provided by Successful Respondent is current, accurate, and complete.
- C. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations, and warranties and any changes thereto.
- D. In addition, Successful Respondent understands and agrees that if Successful Respondent responds to certain Customer pricing requests, then, in order to contract with the Customer, Successful Respondent 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).

#### **10.5 Ability to Conduct Business in Texas**

Successful Respondent 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 in accordance with Texas Business Organization Code, Title 1, Chapter 9. Upon request by DIR, Successful Respondent shall provide all



documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and the validity of Successful Respondent's existence under the laws of its state of organization.

#### **10.6 Equal Opportunity Compliance**

Successful Respondent 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 of Texas in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Successful Respondent 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 Successful Respondent under the Contract. If Successful Respondent is found to be not in compliance with these requirements during the term of the Contract, Successful Respondent agrees to take appropriate steps to correct these deficiencies. Upon request, Successful Respondent 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.

#### **10.7 Use of Subcontractors**

If Successful Respondent uses any subcontractors in the performance of the Contract, Successful Respondent must make a good faith effort in the submission of its HUB Subcontracting Plan (HSP) in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can engage additional subcontractors in the performance of the Contract. A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can remove subcontractors currently engaged in the performance of the Contract. Successful Respondent shall remain solely responsible for the performance of its obligations under the Contract.

#### **10.8 Responsibility for Actions**

- A. Successful Respondent is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
- B. Successful Respondent, for itself and on behalf of its subcontractors, shall report to the DIR Contract Manager within five (5) business days any change to the information contained in the Certification Statement of **Exhibit A** of the RFO or Section [10.4, Successful Respondent Certifications](#) of this Appendix A to the Contract. Successful Respondent 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.

#### **10.9 Confidentiality**

- A. Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Section 552.003, Texas Government Code, are subject to the Texas Public Information Act. Successful Respondent 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.



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

#### **10.10 Security of Premises, Equipment, Data and Personnel**

- A. Successful Respondent or Third-Party Providers may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. Successful Respondent and Third-Party Providers shall preserve the safety, security, and the integrity of such personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the instruction of Customer and to the degree in which Successful Respondent or such Third-Party Provider protects its own information. Successful Respondent shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by Successful Respondent or a Third-Party Provider. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements, then Customer may immediately terminate the Purchase Order and related Service Agreement.
- B. If a Purchase Order is subject to Section 2054.138, Texas Government Code, Successful Respondent shall meet the security controls required by such Purchase Order, and shall periodically provide to the Customer evidence that Successful Respondent meets such required security controls.

#### **10.11 Background and/or Criminal History Investigation**

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct such background checks. Should any employee or Third-Party Provider of Successful Respondent 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 Third-Party Provider in question.

#### **10.12 Limitation of Liability**

- A. For any claim or cause of action arising under or related to the Contract, 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.
- B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.
- C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order 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 the 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.

#### **10.13 Overcharges**

Successful Respondent hereby assigns to DIR any and all of its claims for overcharges associated with the 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.

#### **10.14 Prohibited Conduct**

Successful Respondent represents and warrants that, to the best of its knowledge as of the date of this certification, neither Successful Respondent nor any subcontractor, firm, corporation, partnership, or institution represented by Successful Respondent, nor anyone acting for Successful Respondent or such 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 RFO directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

#### **10.15 Required Insurance Coverage**

- A. As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent 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. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.
- B. All required insurance must be issued by companies that have an A rating and a minimum Financial Size Category Class of VII from AM Best, and are 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 Successful Respondent thereunder. The minimum acceptable insurance provisions are as follows:



#### 10.15.1 Commercial General Liability

Commercial General Liability must include \$1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of \$2,000,000.00; Medical Expenses per person of \$5,000.00; Personal Injury and Advertising Liability of \$1,000,000.00; Products/Completed Operations aggregate Limit of \$2,000,000.00 and Damage to Premises Rented: \$50,000.00. 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; and
- D. Waiver of Subrogation.

#### 10.15.2 Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Title 5, Subtitle A, Texas Labor Code) and minimum policy limits for Employers' Liability of \$1,000,000 per accident, \$1,000,000 disease PER EMPLOYEE and \$1,000,000 per disease POLICY LIMIT.

#### 10.15.3 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. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- A. Waiver of subrogation;
- B. Additional insured.

#### 10.16 Use of State Property

Successful Respondent is prohibited from using a Customer's equipment, location, or any other resources of a Customer, DIR, or the State of Texas 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 of Texas long distance services. Any charges incurred by Successful Respondent using a Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Successful Respondent to such Customer immediately upon demand by such Customer. Such use shall constitute breach of contract and may result in termination of the Contract, the Purchase Order, and other remedies available to DIR and Customer under the Contract and applicable law.

#### 10.17 Immigration

- A. Successful Respondent 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 the Contract.
- B. Pursuant to Chapter 673, Texas Government Code, Successful Respondent shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:



- i) all persons 1) to whom the E-Verify system applies, and 2) who are hired by Successful Respondent during the term of the Contract to perform duties within Texas; and
  - ii) all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of the Contract and assigned by the subcontractor to perform work pursuant to the Contract.
- C. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

#### **10.18 Public Disclosure**

No public disclosures or news releases pertaining to the Contract shall be made by Successful Respondent without prior written approval of DIR.

#### **10.19 Product and/or Services Substitutions**

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

#### **10.20 Secure Erasure of Hard Disk Managed Services Products and/or Services**

Successful Respondent agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase, destroy, or render unreadable data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Purchase Order for such products and/or services, in accordance with 1 TAC 202 or NIST 800-88.

#### **10.21 Deceptive Trade Practices; Unfair Business Practices**

- A. Successful Respondent represents and warrants that neither Successful Respondent 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.
- B. Successful Respondent 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.

#### **10.22 Drug Free Workplace Policy**

Successful Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 280, Subpart F182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.



### 10.23 Public Information

- A. Pursuant to Section 2252.907, Texas Government Code, Successful Respondent is required to make any information created or exchanged with the State pursuant to the 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.
- B. Each State government entity should supplement the provision set forth in Section A, above, with the additional terms agreed upon by the parties regarding the specific format by which Successful Respondent is required to make the information accessible by the public.
- C. Successful Respondent represents and warrants that it will comply with the requirements of Section 552.372(a), Texas Government Code, where applicable. Except as provided by Section 552.374(c), Texas Government Code, the requirements of Subsection J, Chapter 552, Texas Government Code, may apply to the Contract or certain Purchase Orders, and Successful Respondent agrees that the Contract or such Purchase Orders can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

### 10.24 Successful Respondent Reporting Requirements

Successful Respondent shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109, requiring computer technicians to report images of child pornography.

### 10.25 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 or institution of higher education. 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.

## 11 CONTRACT ENFORCEMENT

### 11.1 Enforcement of Contract and Dispute Resolution

- A. Successful Respondent 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, (iii) except as provided in Sec. 2251.051 Texas Government Code, Successful Respondent shall continue performance while the dispute is being resolved, and (iv) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.
- B. Disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with the above. DIR shall not be a party to any such dispute unless DIR, Customer, and Successful Respondent agree in writing.



- C. 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 \$25,000.00.

## 11.2 Termination

### 11.2.1 Termination for Non-Appropriation

#### 11.2.1.1 Termination for Non-Appropriation by Customer

Customers 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, Successful Respondent will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

#### 11.2.1.2 Termination for Non-Appropriation by DIR

DIR may terminate the 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, Successful Respondent will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be in default or breach under the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

### 11.2.2 Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Successful Respondent 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) Successful Respondent 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) Successful Respondent is found by DIR to be ineligible to hold the Contract under Subsection (b) of Section 2155.006, Texas Government Code. Successful Respondent shall be provided written notice in accordance with Section 14.1, Notices, of intent to terminate.

### 11.2.3 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.

## 11.2.4 Termination for Cause

### 11.2.4.1 Contract

Either DIR or Successful Respondent may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, certification, representation, 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.

### 11.2.4.2 Purchase Order

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, 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. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

## 11.2.5 Immediate Termination or Suspension

DIR may immediately suspend or terminate the Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Successful Respondent (whether or not such potential violations directly impact the provision of goods or services under the Contract). In such case, Successful Respondent may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) business days after the suspension or termination. Successful Respondent may provide a response and request an opportunity to present its position. DIR or Customer will review Successful Respondent's presentation but is under no obligation to provide formal response.

### 11.2.6 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 any Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract in accordance with Section [4.5](#).

### 11.2.7 Successful Respondent Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately accepted.

### 11.3 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order (each such event, an “Event of Force Majeure”), provided that the party experiencing such 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 or impact 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 Section, 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 such Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of such Customer.

## 12 NON-SOLICITATION OF STATE EMPLOYEES

Successful Respondent shall not solicit, directly or indirectly, any employee of DIR who is associated with the Contract for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, Successful Respondent shall not solicit, directly or indirectly, any employee of a Customer who is associated with a Purchase Order for a period of ninety (90) calendar days following the expiration or termination of such Purchase Order.

## 13 WARRANTY

Customers may provide written notice to Successful Respondent of errors, inaccuracies, or other deficiencies in products or services provided by Successful Respondent under a Purchase Order within thirty (30) calendar days or receipt of an invoice for such products or services. Successful Respondent shall correct such error, inaccuracy, or other deficiency at no additional cost to Customer.



## **14 NOTIFICATION**

### **14.1 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 (3) 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 the Contract or to such other address as such party shall have notified the other party in writing.

### **14.2 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

## **15 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.

**<END OF APPENDIX A>**

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES**

<Successful Respondent Name>

## **1 Introduction**

### **1.1 Parties**

This contract for Software, Commercial Off the Shelf (COTS), and Related Services (this “Contract”) is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and <SUCCESSFUL RESPONDENT NAME> a <STATE><ENTITY TYPE> (hereinafter “Successful Respondent”), with its principal place of business at <SUCCESSFUL RESPONDENT ADDRESS>.

### **1.2 Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) **DIR-CPO-TMP-570, on 02/02/2023**, for Software, Commercially Off the Shelf (COTS) and Related Services (the “RFO”). Upon execution of all Contracts, a notice of award for **DIR-CPO-TMP-570** shall be posted by DIR on the Electronic State Business Daily.

### **1.3 Order of Precedence**

- a) For transactions under this Contract, the order of precedence shall be as follows:
  - i. this Contract;
  - ii. Appendix A, Standard Terms and Conditions;
  - iii. Appendix B, Successful Respondent’s Historically Underutilized Businesses Subcontracting Plan;
  - iv. Appendix C, Pricing Index;
  - v. **Appendix D, Service Agreement;**
  - vi. Exhibit 1, RFO **DIR-CPO-TMP-570**, including all Addenda; and
  - vii. Exhibit 2, Successful Respondent’s Response to RFO **DIR-CPO-TMP-570**, including all Addenda.
- b) Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent governing transactions.

## 1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in Appendix A, Standard Terms and Conditions.

## 2 Term of Contract

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the “Initial Term”), with (1) optional two-year renewal and two (2) optional one-year renewal (each, a “Renewal Term”). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

## 3 Option to Extend

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contract following the expiration of the Initial Term or any Renewal Term. 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 this Contract, with the sole and limited exception that the term shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to Successful Respondent.

## 4 Product and Service Offerings

4.1 Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-570 for Software, Commercially Off the Shelf (COTS) and Related Services. At DIR’s sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

## 5 Pricing

### 5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

### 5.2 Customer Discount

- a) The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or



MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

- b) Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.
- c) If products or services available under this Contract are provided 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 products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

### 5.3 Changes to Prices

- a) Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.
- b) Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

### 5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

### 5.5 Travel Expenses

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of such 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. Travel time may not be included as part of the amounts payable by Customer for any services provided under this Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

## 6 DIR Administrative Fee

- a) Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.
- b) All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

## 7 Internet Access to Contract and Pricing Information

In addition to the requirements listed in Appendix A, Section 7.2, Internet Access to Contract and Pricing Information, Successful Respondent shall include the following with its webpage:

- a) A current price list or mechanism to obtain specific contract pricing;
- b) MSRP/list price or DIR Customer price;
- c) Discount percentage (%) off MSRP or List Price;
- d) Warranty policies;
- e) Return policies;
- f) A link to DIR's list of TX-RAMP certified Cloud Products; and
- g) Service Level Agreements for each SaaS product awarded, including metrics and method for calculating and reporting results, for:
  - i. service availability.
  - ii. recovery time objectives; and
  - iii. data loss tolerance levels (also known as recovery point objectives).

## 8 Use of Order Fulfillers

### 8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract (“Order Fulfillers”).

### 8.2 Designation of Order Fulfillers

- a) Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State’s Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
- b) In addition to the required Subcontracting Plan, Successful Respondent 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.
- c) DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.
- d) Successful Respondent shall be fully liable for its Order Fulfillers’ performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
- e) Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent’s established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
- f) Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

### 8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State’s Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

**8.4 Order Fulfiller Pricing to Customer**

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

**9 Notification**

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

**If sent to the State:**

Hershel Becker or Successor in Office  
Chief Procurement Officer  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700  
Email: [hershel.becker@dir.texas.gov](mailto:hershel.becker@dir.texas.gov)

**If sent to Successful Respondent:**

*Successful Respondent Representative*  
*Company Name*  
*Address*  
*City, State Zip*  
*Phone: ( ) -*  
*Email:*

**10 Software License, Lease and Service Agreements**

**10.1 Software License Agreement**

- a) Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.
- b) 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.



## 10.2 Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in **Appendix D** of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and DIR. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

## 11 Conflicting or Additional Terms

- a) The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, “Additional Agreements”), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer’s responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.
- b) Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer’s solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.
- c) Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
- d) If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless

Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

## **12 Authorized Exceptions to Appendix A, Standard Terms and Conditions**

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

<Successful Respondent Name> - <Successful Respondent EIN>

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

<SUCCESSFUL RESPONDENT NAME>

Authorized By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Authorized By: \_\_\_\_\_

Name: Hershel Becker

Title: Chief Procurement Officer

Date: \_\_\_\_\_

Office of General Counsel: \_\_\_\_\_

Date: \_\_\_\_\_

**DIR-CPO-XXXX** APPENDIX D

SERVICE AGREEMENT

ENGAGEMENT CONTRACT ORDER FORM

Customer Name:

Customer Address:

This Order Form (“OF”) shall be governed by the terms of the STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT (CONTRACT NUMBER DIR-CPO-XXXX) dated \_\_\_\_\_ (the “Contract”) between the State of Texas, acting by and through the Department of Information Resources and <Successful Respondent Name> (“Successful Respondent”). In the event of any conflicts between this **Appendix D Service Agreement** and the Contract, the Contract will prevail. Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Contract Terms and Conditions**.

**1 SERVICES**

1.1 Successful Respondent’s Obligations

1.1.1 Scope of Services

Successful Respondent will provide the following services to Customer (“Services”):

<Describe Services including schedule>

**2 RATES AND PAYMENTS**

2.1 Labor Rates

Services shall be provided under this Order Form in accordance with **Contract** Section 4 Product and Service Offerings.

<(List Technician Level(s), Rate (Rates are inclusive of the Department of Information Resources Administrative Fee) Hours, and Total Labor Fee.)>

2.2 Travel, Meals, and Lodging Reimbursement

Rates for Services do not include travel, meals, and lodging.

2.3 Payment Type

To the extent allowable by the Contract the Services are provided on a time and materials (“T&M”) basis; that is, Customer shall pay Successful Respondent for all of the time spent performing such Services. Successful Respondent will bill for time and materials no more often than once every thirty (30) days. Successful Respondent acknowledges that Customer is an entity exempt from the imposition and collection of Texas sales taxes under Section 151.309 Texas Tax Code. Any estimate related to the Services performed under this Order Form is intended only to be an estimate for Customer’s budgeting and Successful Respondent’s resource scheduling purposes. Once fees for Services reach this estimate, Successful Respondent will cooperate with Customer to provide continuing Services on a T&M basis.



## 2.4 Purchase Order

The purchase order will reference **CONTRACT NUMBER DIR-CPO-XXXX**.

## 2.5 Purchase Order Number

Purchase Order number. \_\_\_\_\_ has been provided to Successful Respondent as of execution date of this Order Form.

## 2.6 Invoicing

All fees will be invoiced monthly and will be payable within thirty (30) days of the receipt of invoice, and in accordance with Chapter 2251, Texas Government Code.

## 2.7 Customer Billing Accounts Payable Contact/Mail Invoices To:

Name:

Address:

Telephone:

Fax:

E-mail:

# 3 PROJECT INFORMATION

## 3.1 Customer Facility Location

Name:

Address:

## 3.2 Successful Respondent Contact Information

Name:

Address:

Telephone:

Fax:

E-mail:

## 3.3 Customer Project Manager/Contact Information

Name:

Address:

Telephone:

Fax:

E-mail:

## 3.4 Successful Respondent Contract Manager/Contact Information

Name:

Address:

Telephone:

Fax:

E-mail:

**(Insert Customer Name:)**

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

Effective Date: \_\_\_\_\_

**<Successful Respondent Name>**

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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



### Addendum 1

<b>SOLICITATION NUMBER:</b>	DIR-CPO-TMP-570
<b>ADDENDUM NUMBER:</b>	1

**Addendum Date:** March 10, 2023

If you should have any questions regarding this Addendum, please contact:

Vania Ramaekers  
 Department of Information Resources  
 300 W. 15th Street, Suite 1300  
 Austin, Texas 78701  
 Email: [vania.ramaekers@dir.texas.gov](mailto:vania.ramaekers@dir.texas.gov)

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Software (COTS) and Related Services, Solicitation No. DIR-CPO-TMP-570, released February 2, 2023.

1. It contains, the RFO Pre-Solicitation Conference Slides (Attachment A), Pre-Proposal Conference Attendee List (Attachment B), and the Pre-Proposal Conference Video link: <https://youtu.be/bxqqLhloBeM>
2. Replaces Exhibit J, and Package 2 Itemized Pricing Sheet as revised per Addendum 1.
3. The Solicitation Schedule has been modified as follows:

Activity	Date/Time (CST)
Publish RFO on Electronic State Business Daily	2/2/2023
Deadline for submitting Pre-Proposal Conference questions	02/24/2023 05:00 PM (CT)
Pre-Proposal Conference (Optional)	03/01/2023 01:00 PM (CT)
Deadline for submitting all RFO Questions	03/21/2023 05:00 PM (CT)
Deadline to Post Q&A Addendum to ESBD	04/03/2023 05:00 PM (CT)
Deadline for submitting Response to RFO	04/28/2023 02:00 PM (CT)
Deadline for DIR to receive Respondent References	04/28/2023 02:00 PM (CT)
Evaluations, Clarifications, and Amended Responses	05/01/2023 – 5/30/2023
Negotiations and Awards	06/01/2023 – until completed

4. DIR is here by removing the submission requirements for End User License Agreements (EULA), Software Service Level Agreements and any other type of software agreement currently listed under the RFO as part of required response documentation.



**In the submission of its response to this solicitation, Respondents shall submit this signed “page” of the Addendum, acknowledging receipt of the Addendum.**

Respondent Acknowledgment of Receipt

---

(Printed entity name)

---

(Printed name of authorized representative)

---

(Signature of authorized representative)

---

(Date)

Addendum 1 Attachment Documents:

1. Attachment A – Pre-Solicitation Conference Slides
2. Attachment B – Pre-Solicitation Conference Attendees List
3. Attachment – Exhibit J Reference Form
4. Attachment – Itemized Pricing Sheet

DocuSign Envelope ID: C60E0299-0276-4666-92C3-3736F45968A3

# Software (COTS) and Related Services

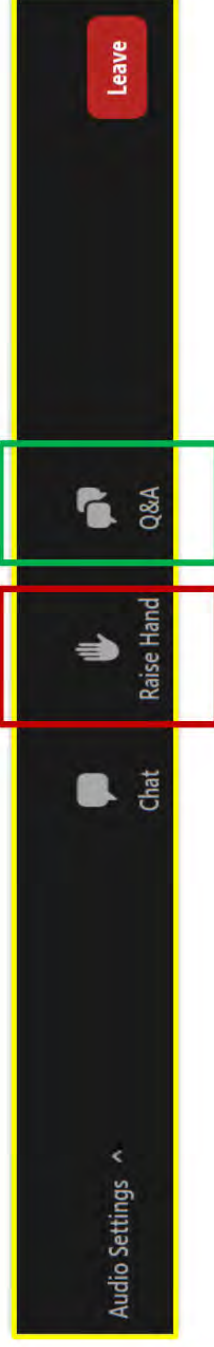
Vendor Pre-Solicitation Conference  
Wednesday, March 1, 2023  
1:00 PM (CT)



[dir.texas.gov](http://dir.texas.gov) | [@TexasDIR](https://twitter.com/TexasDIR) | [#DIRisIT](https://twitter.com/DIRisIT)

# Welcome & Zoom Webinar Notes

- Change Audio by switching between Computer Audio and Phone Call.
- Attendees are **Muted**
- Click the **Raise Hand** icon to confirm audio levels
- Submit all questions via the **Q&A** in the Meeting Controls, Chat may be disabled
- **HANDOUT:** Will be made available in addendums



# Introduction of Speakers and Staff



**Tom Hay,  
Outreach & Training  
Coordinator**



**Vania Ramaekers,  
Procurement Lead**



**Stephanie Harrison,  
Director  
Cooperative Procurements**



**Marie Cohan,  
Statewide Digital Accessibility  
Program Manager**



**Brianna Ballenger,  
HUB Coordinator**



# Agenda

## **Request for Offer (RFO)**

- RFO Overview
- RFO Contents
- RFO Scope
- Evaluation Criteria
- Term of Contracts
- Schedule
- HUB
- EIR - Accessibility

## **General Information**

## **BidStamp Vendor Information System Portal (VIS) Overview**

## **\*Pricing Sheet**

## **Mandatory Submissions**

## **Break**

## **Questions**

## **Conference Closing**



## RFO Overview

- The objective of this Request for Offer (RFO) is to solicit Responses from potential Respondents to provide Software, Commercial Off-the-Shelf (COTS) and Related Services, in addition DIR will be soliciting responses for Value Added Software from authorized resellers for software publishers with which DIR has established publisher agreements for **volume license** programs to DIR Customers, acting by and through the Department of Information Resources (DIR).
- Re-Soliciting Multiple RFO's
- DIR may make multiple awards from this RFO

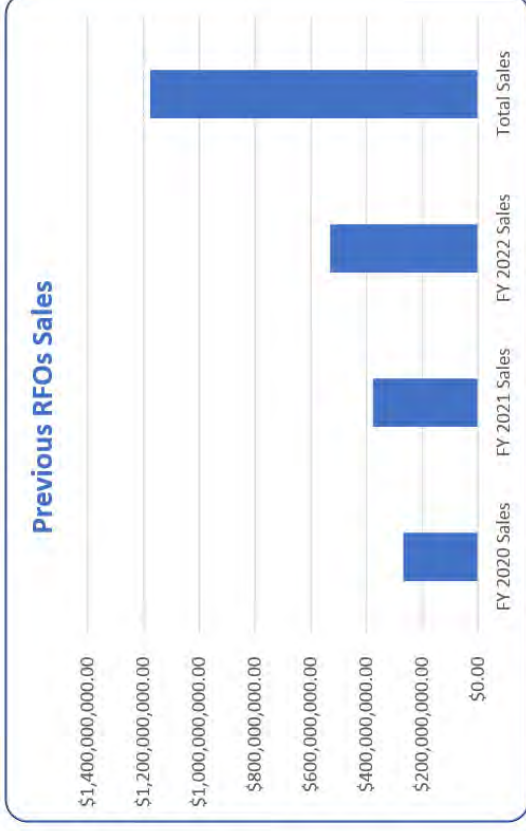
# RFO Overview Cont'd: Historical Sales

DIR Cooperative Contract Program Sales:

	2019	2020	2021	2022
<b>Assistance Org</b>	\$3,160,000	\$7,470,000	\$5,980,000	\$4,660,000
<b>Higher Ed</b>	\$347,330,000	\$347,820,000	\$398,930,000	\$446,820,000
<b>K-12</b>	\$645,820,000	\$851,820,000	\$920,490,000	\$891,630,000
<b>Local Government</b>	\$556,640,000	\$687,950,000	\$731,240,000	\$783,360,000
<b>Out of State</b>	\$36,910,000	\$59,450,000	\$74,970,000	\$84,600,000
<b>State Agency</b>	\$455,480,000	\$606,910,000	\$645,990,000	\$839,580,000
<b>Total:</b>	\$2,045,000,000	\$2,588,000,000	\$2,778,000,000	\$3,050,650,000

Software (COTS), Case Management, VAR and Related Services Sales Volume by DIR Fiscal Year:

FY 2020 Sales	FY 2021 Sales	FY 2022 Sales	Total Sales
<b>\$268,325,331.28</b>	<b>\$377,273,633.18</b>	<b>\$530,092,683.99</b>	<b>\$1,175,691,648.45</b>



# RFO Contents



# DIR-CPO-TMP-570 Package 1

- Exhibit A: Respondent Information
- Exhibit A1: Exceptions
- Exhibit B: Respondent History and Experience
- Exhibit C: Contract Marketing and Support Plan
- Exhibit D: HUB Subcontracting Plan (HSP) Sample Form
- Exhibit E: VPAT (for COTS)
- Exhibit F: Respondent Release of Liability

# DIR-CPO-TMP-570 Package 1

- Exhibit G: EDGAR Certification Form
- Exhibit H: Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment
- Exhibit I: Certification of OFF-Premises Customer Services
- Exhibit J: Reference Forms
- Exhibit K: Vendor Accessibility Development Services Information Request (VADSIR)
- Exhibit L: Definitions

## **DIR-CPO-TMP-570 Package 2**

- Itemized Pricing Spreadsheet

## **DIR-CPO-TMP-570 Package 3**

- Attachment 1: Sample Contract
- Attachment 2: Appendix A Terms and Conditions
- Attachment 3: Service Agreement Template





# Exhibits A, A1 & B

## Exhibit A, Respondent Information

- This form must be **filled out in its entirety** and **signed by an officer or agent empowered to contractually bind the Respondent**. Complete cancelled contract references if applicable.

## Exhibit A1: Exceptions

- Under Exhibit A Item 13 – Respondent will indicate weather or not it has any exceptions **if yes, the respondent will fill out this form as instructed in Exhibit A** (items 13a through 13g)

## Exhibit B, Respondent History and Experience

- Respondent must provide a detailed response to each question detailing the Respondent's history and experience in providing the products and services proposed.



# Exhibits C, D, & E

## **Exhibit C, Contract Marketing and Customer Support Plan**

- Respondent must provide a plan that describes the Respondent's ability and strategy for promoting and supporting the contract, if awarded.

## **Exhibit D, Historically Underutilized Business (HSP) Form sample**

- Respondents must provide HSP Form as instructed in Section 3.4.1, Hub Subcontracting Plan. (vendors must download the latest form using the link provided under this section)

## **Exhibit E, VPAT**

- Respondent must provide a completed Voluntary Product Accessibility Template (VPAT) for all commercial off-the-shelf (COTS) products.

# Exhibits F, G, & H

## **Exhibit F, Respondent Release of Liability for References**

- Form is required for all canceled contracts and must be provided to DIR with Respondent's proposal.

## **Exhibit G, EDGAR Certification Form**

- Respondents must provide the EDGAR Certification Form as requested in Section 3.6.1, Federal Requirements, of the RFO.

## **Exhibit H, PDAA**

- Respondent must complete the Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.

# Exhibit I, J, & K

## **Exhibit I Certification of OFF-Premises Customer Services**

- Form is required in case Respondent takes exception to the Auto Insurance Requirements, as services contracted under this Contract will not require Respondent to perform work on Customer's premises and services contracted under this Contract do not require use of employer vehicles (whether owned or otherwise) to conduct work on behalf of Customers

## **Exhibit J, Vendor References**

- Respondent must send the Exhibit E Reference Form to a minimum of three (3) companies or government agencies. References must respond to DIR on the form provided by the due date in order to be considered for evaluation. Respondent may **not** submit the Reference Form to DIR.

## **Exhibit K, Vendor Accessibility Development Services Information Request (VADSIR) (for non-COTS)**

- Respondent must provide a completed VADSIR for all proposed development services. (if it applies)

# RFO Scope



## Scope

**NOTE:** Under this RFO, DIR is combining scope from previously solicited RFOs.

- DIR-TSO-TMP-225 Software, Including Software as a Service Products and Related Services
- DIR-TSO-TMP-416 Software Products, Software as a Service and Enterprise Resource Planning Software Modules Products and Services
- DIR-CPO-TMP-449 Software Solutions
- DIR-TSO-TMP-401 Case Management Software and Related Services
- **DIR-CPO-TMP-404 Value Added Software Reseller Products and Related Services**



# RFO Scope

## Section 2.1 Scope

DIR intends to contract with the Successful Respondent(s) to provide Software, Commercial Off the Shelf (COTS), including, but not limited to, the following Categories/Functionalities.

DIR provided a list of Categories/Functionalities under this section of the RFO; however, it is important to **note** that this list is not all inclusive. Respondents may propose all types and all delivery methods of (COTS) software

It is the responsibility of the Respondent to ensure the products and/or services proposed are within the scope of this RFO.

# RFO Scope

## Section 2.2 VAR

DIR enters into Master License Agreements (MLA) with the software publishers named in this RFO to establish statewide pricing level/band or discount levels for software that is available through each of the software publisher's volume license program. DIR intends to contract with an authorized reseller or authorized resellers for these software publishers with which DIR has existing publisher agreements. The authorized Resellers will provide the software and related services for **Adobe, Microsoft, and Novell ONLY**. DIR reserves the right to make a single award for all the software publishers or multiple awards for each software publisher.

## RFO Scope

### Section 2.3 Out of Scope Products

- Custom application development products
- Products that require customization of the COTS core code; and
- Standalone hardware products (hardware is allowed when it is part of a complete software solution system)

**\*NOTE: 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>



# RFO Scope

## **Section 2.4.1 Related Services**

Related software services include but are not limited to installation; product configuration; maintenance and technical support; project management; licensing management services; managed services, licensing compliance services; and product training.

## **Section 2.4.2 VAR Authorized Resellers**

In Addition to items listed in 2.4.1 will provide, at no additional cost, reseller management services to include, but not be limited to, providing price quotes, tracking licenses (new and existing), management of licenses, monitoring volume levels and opportunities for cost savings, training, installation/de-installation/implementation support, and software advisement to DIR and/or DIR Customers. The VAR authorized Resellers would be expected to provide, at no additional cost, assistive and support services regarding the software that is representative of the State's interest and best value.

# RFO Scope

## Section 2.3 Out of Scope Services

Services only (installation, configuration, interfacing, migration, maintenance, support, etc.) without also providing any associated software or SaaS product

Custom application development services

Deliverables-Based Information Technology Services (DBITS)

Infrastructure as a Service (IaaS)

Cloud Broker Services

Cloud Assessment Services

Professional or Consulting services as defined in Chapter 2254 of the Texas Government Code

# Evaluation Criteria

# Evaluation Criteria

## Pass/Fail Criteria

- Administrative Review
  - Exhibit A – Completed & **Signed**
  - Missing or blank PDAA self-assessment
  - Hub Subcontracting Plan Completed and Signed
- Financial Review
  - Respondent shall provide an accurate DUNS number online item 3 of **Exhibit A Respondent Information**
  - Respondent's financial stability as reported by Dun and Bradstreet

**\*Note:** Dun and Bradstreet corporate address needs to match the address on Exhibit A item 6 Principal place of Business



## Evaluation Criteria

### RFO Section 4.2.1 – Evaluation of Responses

- Incomplete response package will be rejected
- The financial review and HSP review are on a pass/fail basis.
- Failure to provide a DUNs number may result in your response being disqualified.
- Only responses that receive the passing grade will proceed to the next evaluation phase.

### RFO Section 4.2.2 – Weighted Evaluation Criteria

- **Package 2-Itemized Pricing Sheet – 40%**
- Exhibit B-History and Experience – 30%
- Exhibit C-Contract Marketing and Customer Support Plan – 30%

# The Contract

## Term of The Contract

- Section 2.9 Term of Contract

DIR anticipates that the initial term of the Contract will be up to two (2) years with one (1) optional two-year renewal and two (2) optional one-year renewal (each, a "Renewal Term") to be exercised by DIR at its discretion.

- Section 2.10 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.



## Contract Web Site Requirements

**Section 7 of the Contract Document:** In addition to the requirements listed in Appendix A, Section 7.2, Internet Access to Contract and Pricing Information, Successful Respondent shall include the following with its webpage:

- A current price list or mechanism to obtain specific contract pricing;
- MSRP/list price or DIR Customer price;
- Discount percentage (%) off MSRP or List Price;
- Warranty policies;
- Return policies;
- **A link to DIR's list of TX-RAMP certified Cloud Products;**
- **Software License Agreements (EULA); and**
- **Service Level Agreements for each SaaS product awarded, including metrics and method for calculating and reporting results, for:**
  - service availability.
  - recovery time objectives; and
  - data loss tolerance levels (also known as recovery point objectives).



# RFO Schedule

# Solicitation Schedule

Activity	Date/Time (CST)
Publish RFO on Electronic State Business Daily	2/2/2023
Deadline for submitting Pre-Proposal Conference questions	02/24/2023 05:00 PM (CT)
Pre-Proposal Conference (Optional)	03/01/2023 01:00 PM (CT)
Deadline for submitting all RFO Questions	03/21/2023 05:00 PM (CT)
<b>*Deadline to Post Q&amp;A Addendum to ESBD</b>	<b>4/3/2023 05:00 PM (CT)</b>
Deadline for submitting Response to RFO	04/28/2023 02:00 PM (CT)
Deadline for DIR to receive Respondent References	04/28/2023 02:00 PM (CT)
Evaluations, Clarifications, and Amended Responses	05/01/2023 – 5/30/2023
Negotiations and Awards	06/01/2023 – until completed

\*This will be part of Addendum 1 to be posted shortly after this meeting.



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# HUB Subcontracting Plan (HSP)

Brianna Ballenger  
HUB Coordinator



## Attachment 3 - HUB Subcontracting Plan

**Vendors will complete the form at the Comptroller's website, print, sign, and upload the signed HSP in the VIS portal.**

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>



# Attachment 3 – HUB Subcontracting Plan

## Attachment 3 – 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 current HUB Subcontracting Plan (HSP) provided in the RFO, will **be disqualified per TAC Rule §20.285**
- 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
- Vendors must complete a **new** HUB Subcontracting Plan and a good faith effort for this procurement

## Attachment 3 – HUB Subcontracting Plan

### **The HUB Goal for this RFO is 21.1%**

- METHOD A (Attachment A) - If you are subcontracting and you are meeting or exceeding the HUB Goal for this RFO, you will complete Method A.
- Include all VID numbers for each vendor, all estimated dollar amounts and percentages for each vendor.

## Attachment 3 – HUB Subcontracting Plan

METHOD B (Attachment B) - If you are subcontracting, and are not going to meet the HUB Goal of 21.1% you will complete Method B.

- **Provide written notification** of subcontracting opportunity listed to at least three State of Texas certified HUBs
- **Provide written notification** of subcontracting opportunity to at least (2) 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 with RFO submittal

## Attachment 3 – HUB Subcontracting Plan

If not subcontracting, your response must contain a detailed explanation demonstrating HOW your company will fulfill the entire contract with its own resources

- Self-Performance Justification must be provided in the space provided in SECTION 3, do not reference sections in the RFO



# HUB Subcontracting Plan

You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) up to seven (7) working days before the RFO submittal.

**Brianna Ballenger**

**HUB Coordinator**

**Texas Department of Information Resources**

**DIR HUB Mailbox:**

[dir.hub@dir.texas.gov](mailto:dir.hub@dir.texas.gov)

# Electronic and Information Resources (EIR) Accessibility Forms

Marie Cohan,  
Statewide Digital Accessibility  
Program Administrator

Exhibits E, H, and K



## EIR Accessibility Background

- 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 Texas Administrative Codes [1 TAC 206](#) and [1 TAC 213](#), 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.
- Accordingly, all vendors must provide accessibility documentation.

# EIR Accessibility Required Document Types

- **Accessibility Conformance Report (ACR)**
  - Required for all commercial products which includes Software (SaaS), Platform (PaaS), Infrastructure (IaaS), and other managed services, and products that contain ANY user interface.
  - The ACR is a completed Voluntary Product Accessibility Template (VPAT)
- **Policy Driven Adoption for Accessibility (PDAA)**
  - Self-assessment of organization's accessibility maturity
  - Required for all respondents

**Supporting information may be requested by DIR.**



# Exhibit E: Voluntary Product Accessibility Template (VPAT)

- Required for commercial products such as SaaS, IaaS, PaaS, managed services, and ANY user interface products and services documenting accessibility compliance to US Section 508 technical standards
- ITIC VPAT 2.3 or higher template form must be used to create the ACR
- VPAT 1.0 forms are obsolete, but acceptable for unchanged products released on or before January 1, 2019
- Completion instructions included in template; instruction pages (1-9) should be deleted from the forms prior to submission
- Completed by individuals with relevant knowledge of product accessibility.
- VPATs are completed by manufacturer for products / product family specific
- Resellers should obtain a completed VPAT from the manufacturer
- Should be based on accessibility testing results and supported by documentation (on request)

## Exhibit E: Voluntary Product Accessibility Template (VPAT) Cont.

- Completed VPAT is an Accessibility Conformance Report (ACR) and this is what should be submitted with the response.
- \* For vendors with a high number of VPAT Documents, may submit all documents in a zip file, through the RFO email [rfodir-cpo-tmp-570@dir.texas.gov](mailto:rfodir-cpo-tmp-570@dir.texas.gov) prior to the RFO closing date and time, DIR will move these files to the response folder after the RFO opens.

## Exhibit H: Policy Driven Adoption for Accessibility (PDAA)

- Addresses the maturity of accessibility programs at the organization level
  - Self-assessment with results mapped to the PDAA Maturity Model
  - Accessibility policy maturity provides insight into vendors' ability to develop accessible commercial products and service offerings
- Vendors can use the results as a roadmap for implementing their organization-wide IT accessibility initiatives
  - Helps ensure that programs and processes are in place to facilitate the development of future accessible offerings.
  - Gaps in vendor internal governance systems and leadership commitment inhibit the ability to meet these standards for their products / services.

**Note:** Form should be completed and returned in its original format (Excel file).



## EIR Accessibility Resources

- **EIR Accessibility Website**
  - <https://dir.texas.gov/electronic-information-resources-eir-accessibility/eir-accessibility-procurement-vendor-information>
- **VPAT template**
  - <http://www.itic.org/public-policy/accessibility>
- **VADSIR template**
  - <https://dir.texas.gov/sites/default/files/Vendor%20Accessibility%20Dev%20Services%20Info%20Request.docx>
- **PDAA template**
  - <https://dir.texas.gov/sites/default/files/2021-10/Policy%20Driven%20Adoption%20for%20Accessibility%20-%20Vendor%20Assessment.xlsx>
- **Additional Information**
  - <https://dir.texas.gov/electronic-information-resources-eir-accessibility/eir-accessibility-procurement-vendor-information>



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# Electronic and Information Resources (EIR) Accessibility

## Questions

### CONTACT:

Marie Cohan, Statewide Digital Accessibility  
Technology Planning, Policy, and Governance  
Chief Technology Office

(512) 463-6186 | [marie.cohan@dir.texas.gov](mailto:marie.cohan@dir.texas.gov)

**NOTE:** DIR is now offering Accessibility  
Training for vendors; you can register by  
emailing [statewideaccessibility@dir.texas.gov](mailto:statewideaccessibility@dir.texas.gov)



# General Information

## General Information

- Reference the RFO page number and section number when submitting questions.
- **Webinar participants may submit questions electronically at anytime during the webinar, please use the question tab.**
- Questions answered today are unofficial until posted on the ESD in the form of an Addendum.
- Check the ESD often for updates
- All questions regarding this RFO must be **submitted in writing through the BidStamp Vendor Information System Portal (VIS) by March 21, 2023, 5:00 P.M. (CT).**

## General Information (cont'd)

- **Disqualification of Offers**
  - Failure to sign Respondent Information Form (Exhibit A)
  - Failure to complete Financial Information (DUNS Number)
  - Failure to complete a Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
  - Failure to complete and submit Exhibit D, Itemized Pricing Sheet
  - Failure to Complete and submit Exhibit H, Policy Driven Adoption for Accessibility (PDAA)
  - Failure to submit on or before due date and time
  - **Contact with DIR employees regarding this RFO other than designated contacts**
- **Delivery of Offers**
  - **Any Vendor responding to this RFO must submit their response through the BidStamp VIS.**



## **General Information (cont'd)**

Respondents and all respondent 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.

## General Information (cont'd)

### **Contacts for inquiries regarding this RFO:**

Vania Ramaekers CTCD, CTCM – [vania.ramaekers@dir.texas.gov](mailto:vania.ramaekers@dir.texas.gov)

### **Contacts for the following related topics:**

Vendor Information Systems (VIS) Portal - BidStamp:

Stephanie Harrison CTCD, CTCM – [stephanie.harrison@dir.texas.gov](mailto:stephanie.harrison@dir.texas.gov)

### **HUB Subcontracting Plan:**

Theresa Williamson – [theresa.williamson@dir.texas.gov](mailto:theresa.williamson@dir.texas.gov), or [dir.hub@dir.texas.gov](mailto:dir.hub@dir.texas.gov)

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# Vendor Information Systems (VIS) Portal - BidStamp

Stephanie Harrison CTCD, CTCM  
Director of Cooperative  
Procurements



## Bid Submittal

- Any Respondent responding to this RFO must submit their response through the BidStamp Vendor Information System (VIS)
- 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. Vendors will access the BidStamp VIS Portal via <http://dircommunity.force.com/BidStamp> and enter in their access credentials.
- If a Vendor does not yet have login credentials, Vendor will request one by clicking on "Are you a vendor and need to request an account?" button that is located on the login page.
- You may view a video on how to set up your BidStamp account at this link: <https://dir.texas.gov/outreach-and-training>.



## Bid Submittal

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 section 3.1 of this solicitation. Please allow at least five business days for response.

# Information For Vendors



How to navigate to the BidStamp Vendor login from DIR's home web page.

Cost-effective solutions for all levels of government.

Find IT products and services through DIR's Shared Technology Services, or buy directly from vendors through our Cooperative Contracts.

**Note:** Scroll down on web page for further information.



# Information for Vendors – Cont.



Home > IT Solutions and Services

INFORMATION FOR

## Selling Through DIR

Vendors are an important partner in the success of DIR's core mission to serve Texas. Our vendors provide the IT products and services that are vital to our customer's technology needs. Find out more about the steps and processes to becoming a DIR partner and which responsibilities each vendor has to fulfill.

Learn more about being a valued Vendor with DIR



- Doing Business with DIR**  
Start here to find out more about partnering with DIR as a Vendor
- Schedule of Solicitation Opportunities**  
Discover current and upcoming solicitation opportunities. This is the first step on how to bid and secure a DIR contract
- Historically Underutilized Business (HUB) Program**  
Our HUB program has a dual role of increasing HUB participation through DIR Internal Procurement and all DIR Contracts

**Note:** Scroll down on web page for further information.

# Information for Vendors – Cont.

## Posting Phase

These Solicitations are currently active. Vendors are able to submit responses until the deadline. Pre-Solicitation conferences are posted on the DIR calendar.

### BidStamp Application

The BidStamp application is DIR's e-procurement system that supports solicitations and contracts throughout the procurement lifecycle by automating the procurement processes, e.g., solicitation creation and posting, collecting vendor responses, evaluation of responses and recommendations, and contract creation, award, and management.

[BidStamp Online Solicitation Portal](#)

[Request Credentials for BidStamp Access](#)

The Vendor BidStamp Guide is posted on DIR's website on the Schedule of Solicitation Opportunities Page.

<https://dir.texas.gov/it-solutions-and-services/selling-through-dir/schedule-of-solicitation-opportunities>



PDF (2.06 MB)

BidStamp VIS Training Guide - Vendor Version 1.0

**Note:** Scroll down on web page for further information.



# Responding to a Solicitation

After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.



<https://dircommunity.force.com/BidStamp>

## BidStamp Vendor Login

Internet Explorer is not supported

Username	<input type="text"/>
Password	<input type="password"/>
	<input type="button" value="Login"/>

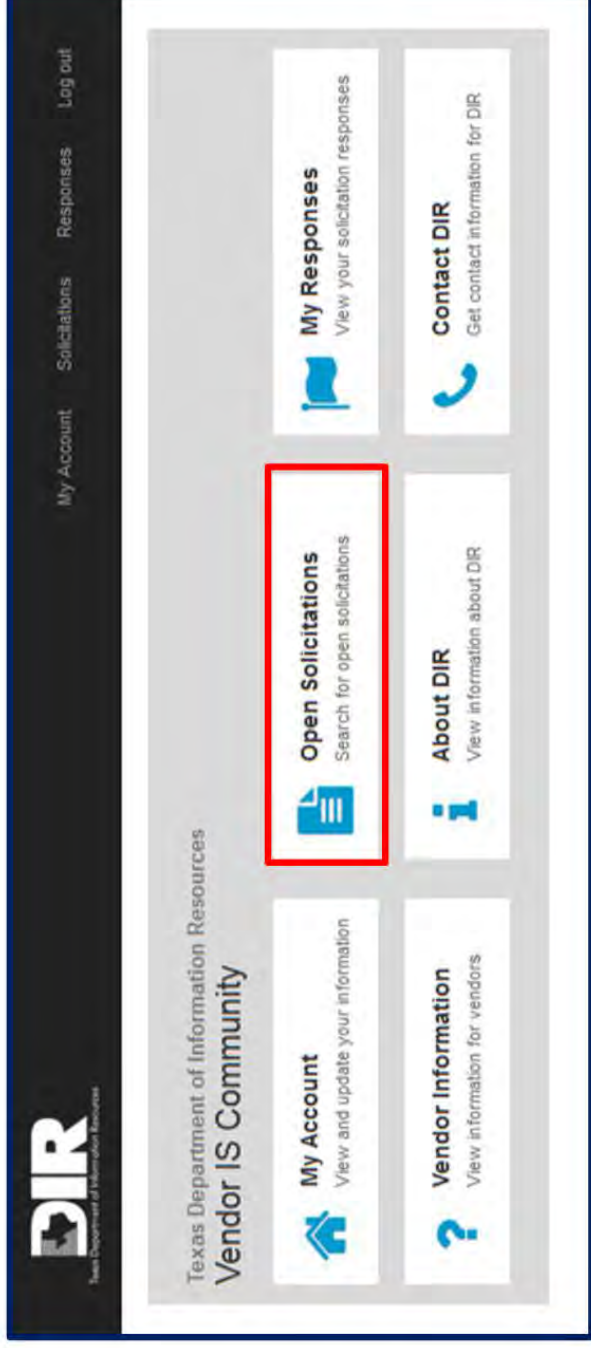
Are you a vendor and need to request an account?  
Forgot your password?

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300 W. 15th Street, Suite 1300  
Austin, TX 78701 | 512.475.4700



# Responding to a Solicitation

After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.



# Creating a New Response

## To create a new response:

1. Log in to the VIS portal and select the "Open Solicitations" tile
2. Click on the "RFO Number" (**DIR-CPO-TMP-570**) of the solicitation you want to respond to
3. You will be navigated to the "RFO Number" detail page

RFO Number *	RFO Description	Solicitation Status	Phase	Type	Date/Time Respo...	Question Submi...
<b>DIR-TSO-TMP-266</b>	testMadan	Posted	RFI - Posted	Cooperative	5/24/2017 9:18 AM	4/30/2017 9:18 AM
DIR-TSO-TMP-267	test	Posted	Posting	Cooperative	11/8/2017 9:49 AM	1/9/2017 6:13 AM
DIR-TSO-TMP-293	Request for Widg...	Posted	Posting	Cooperative	3/31/2017 10:24 AM	3/15/2017 9:52 PM
DIR-TSO-TMP-295	Test RFO Title	Draft	Posting	Cooperative	3/31/2017 2:11 PM	3/13/2017 2:13 PM
DIR-TSO-TMP-296	Dell-branded Prod...	Posted	Posting	Cooperative	4/30/2017 1:47 PM	3/17/2017 10:01 AM
DIR-TSO-TMP-297	RFO		Posting	Cooperative	3/15/2018 6:32 AM	

# Creating a New Response (cont'd)

**DIR**  
Texas Department of Transportation Services

RFO Number  
**DIR-TSO-TMP-473**

[Respond To Solicitation](#) [Ask A Question](#) [Subscribe to Solicitation](#) [View Solicitation Documents](#)

RFO Number Detail	
Actual Start Date Posting	5/15/2017
Question Submission Deadline Date	5/31/2017 2:00 PM
Date/Time Responses Due	6/15/2018 2:00 PM
Vendor Conference Date	5/25/2017 2:00 PM
RFO Answers to Questions Deadline Date	6/7/2017 5:00 PM
Actual Start Date Evaluation	6/16/2017

New Fields

Solicitation Status	Posted	Type
		Cooperative

RFO Questions  
No records to display

This page will display important deadlines for the solicitation and list any questions Vendor has submitted.

Buttons discussed on the next slide. 



## Creating a New Response (cont'd)

### RFO Number Detail Button Description:

- **Respond to a Solicitation (or View Response):** Create a new response or view a response that is in-progress. If a response has already been created or started, this button will read as “**View Response**” and allow you to resume your progress on an existing RFO response.
- **Ask a Question:** Submit a question to be reviewed by a DIR resource. Questions can be submitted up until the “Question Submission Deadline date” indicated in the RFO document and on the detail page.
- **Subscribe to Solicitation:** Subscribe to a solicitation if you would like to receive addendum notifications. To subscribe to the solicitation, you must select the “Subscribe to Solicitation” button AND have enabled your contact to “Receive Notifications”.
- **View Solicitation Documents:** Navigate to the ESDD posting for a solicitation and view the solicitation’s documents.



# Package 2 Itemized Pricing



## Package 2 – Itemized Pricing Spreadsheet

- RFO Section 3.9.4.2 of the RFO goes over the requirements for Package 2 of the RFO, read carefully
- Tab 0 Instructions
- Tab 1 Products Detail
  - Do not create individual tabs by brand
  - Do not change formulas
  - Make sure to copy and paste formula when adding lines
  - Double check your formulas
  - Do not change the spreadsheet format
  - Make sure to carry the brand name and Average Discount to Tab 2 in order to facilitate the data entry in BidStamp.
- **\*Tab 2 BidStamp Brand Average Discount** – this is the form you will use to enter pricing into BidStamp pricing form.



# Package 2 – Itemized Pricing Spreadsheet Cont.

- Tab 1 Product Detail

BRAND	FUNCTION	SOFTWARE CATEGORY (Select from Dropdown)	PRODUCT DESCRIPTION	PRODUCT PART NUMBER	MSRP or LIST PRICE	DIR Customer Discount % off MSRP	* DIR Customer Price*	Unit	AVERAGE BRAND DISCOUNT
Brand x	EXAMPLE: Audit Management	SaaS			\$ 1,000.00	15.00%	\$ 856.38	p/user	
Brand x	EXAMPLE: Audit Management	Software			\$ 2,000.00	25.00%	\$ 1,511.25	p/server	
Brand x	EXAMPLE: Audit Management	Related Services			\$ 10,000.00	10.00%	\$ 9,067.50	bundle	<b>16.67%</b>

\*Formula Column



# Package 2 – Itemized Pricing Spreadsheet Cont.

- Tab 2 BidStamp Brand Average

BRAND	CATEGORY/FUNCTION	Average Discount per Brand
Brand-x	Audit Management	15.00%
Brand-x	Case Management	10.00%
Brand-x	Artificial Intelligence (AI)	10.00%
Brand-x	Audit Management	20.00%
Brand-y	Back-Up Software	20.00%
Brand-y	Data Management Software	20.00%
Brand-y	Design and Development Software	15.00%
Brand-Z	Developer Tools Software	20.00%
Microsoft (VAR)	Office 365	7.50%
Adobe (VAR)	Adobe	10.00%
NOVELL (VAR)	Novell	10.00%
Brand-Various	Complete Solution	20.00%

# BidStamp Pricing Screen print

Pricing Form  
Edit Pricing Form

Back

Product		Action	Category	Brand	Product Description	Product Number	Manufacturer	Reseller	Discount off MSRP
		Edit   Del   Duplicate software		Adobe	case management	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
		<u>Edit</u>   Del   Duplicate stamps		forever	forever heart stamp	123	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15.00%
		Save   Cancel					<input type="checkbox"/>	<input type="checkbox"/>	

4

New Row

First Page Prev Page Next Page Last Page



## Package 2 – Itemized Pricing Spreadsheet

- Tab 3 Service Detail \*this is not entered into BidStamp
- Tab 4 Volume Discount \*is also not entered into BidStamp
- Tab 5a VAR Products Volume Discount \*note the average discount for these items will be entered in tab 2.
  - The VAR instructions is at the top of the tab
  - When entering these items in BidStamp. Vendor will identify each brand as VAR. to the brand name as some vendors may bid these brands without being part of the VAR program.



Publisher Category	Publisher Discount Level	DIR Customer Discount (from Publisher Discount Level)
<b>Adobe:</b>		
Cumulative Licensing Program (CLP) Education Membership	Level 3 100,000+ points Points target:	
Cumulative Licensing Program (CLP) Government Membership	Level 2 300,000+ points Points target:	
<b>Microsoft:</b>		
Enterprise Agreement (comprised of subcategories as listed below)		
Office Professional/Standard	Level D less 7.5%	
Windows Pro Desktop Operating System	Level D less 7.5%	
Core CAL/Enterprise CAL Suite (to include standalone components)	Level D less 6%	
All other or additional EA licensing	Level D	
Enterprise Subscription Agreement	Level D less 2%	
Select Plus Government	Level D	
Select Plus Academic	Level D	
<b>Novell Master License Agreement:</b>		
Education License and Value-Added Service	MLA Level 5	
Government License and Value-Added Service	MLA Level 5	

**PLEASE NOTE:** All prices quoted to Customers shall include the administrative fee. The administrative fee = .75% x Customer Price



## Package 2 – Itemized Pricing Spreadsheet

- Tab5b VAR Products Pricing Sheet
  - Vendors should update the product list according to the current volume program
  - Do not create individual tabs by brand
  - Double check your formulas
  - Do not change the spreadsheet format
  - Make sure to carry the brand name and discount to Tab 2 in order to facilitate the data entry in BidStamp.

<b>ADOBE ACADEMIC</b>						
<b>Product Description</b>	<b>Product Type</b>	<b>Product Number</b>	<b>List Price (Per Level Discount)</b>	<b>DIR Customer Discount % off MSRP</b>	<b>DIR Customer Price</b>	<b>DIR Customer Price</b>
Acrobat Professional v.10	MAC Full License	65083690AB03A00	\$200.00	5.00%	\$	191.43
Acrobat Professional v.10	WIN Full License	65083691AB03A00			\$	-
Acrobat Professional v.10	MAC Concurrent License	65083801AB03A00			\$	-
Acrobat Professional v.10	WIN Concurrent License	65083800AB03A00			\$	-
Acrobat Suite v.1	WIN Full License	65086502AB03A00			\$	-
After Effects CS5.5 v10.5	Full License	65110619AB03A00			\$	-
Audition CS5.5 v.4	Full License	65106839AB03A00			\$	-
Captivate v5.5	Full License	65125060AB03A00			\$	-





MICROSOFT ENTERPRISE AGREEMENT				DIR Customer Discount % off MSRP	DIR Customer Price
Product Description	Product Type	Product Number	List Price (Per Level Discount)		
ExchgEntCAL ALNG LicSAPk MVL DvcCAL wSrvcs	License/Software Assurance Pack	PGI-00267			\$ -
ExchgEntCAL ALNG LicSAPk MVL UsrcAL wSrvcs	License/Software Assurance Pack	PGI-00268			\$ -
ExchgStdCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack	381-01587			\$ -
ExchgStdCAL ALNG LicSAPk MVL UsrcAL	License/Software Assurance Pack	394-00520			\$ -
LyncSVrEnCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack	7AH-00281			\$ -
LyncSVrEnCAL ALNG LicSAPk MVL UsrcAL	License/Software Assurance Pack	7AH-00282			\$ -
LyncSvrStdCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack	6ZH-00395			\$ -
LyncSvrStdCAL ALNG LicSAPk MVL UsrcAL	License/Software Assurance Pack	6ZH-00396			\$ -
OfficeStd ALNG LicSAPk MVL	License/Software Assurance Pack	021-05331			\$ -





**NOVELL EDUCATION**

<b>Product Description</b>		<b>Product Number</b>	<b>List Price (Per Level Discount)</b>	<b>DIR Customer Discount % off MSRP</b>	<b>DIR Customer Price</b>
Sentinel Base Package 1-instance 1-Year Priority Maintenance		877-001862-EDU			\$ -
Sentinel Base Package 1-instance 3-Year Priority Maintenance		877-001863-EDU			\$ -
Novell Privileged user Mgr 2.3 1-Instance License + 1-Year Priority Maintenance		877-005821-EDU			\$ -
Novell Privileged User Manager 1-Instance 1-Year Priority Maintenance		877-005823-EDU			\$ -
Novell Privileged User Manager 1-Instance 3-Year Priority Maintenance		877-005824-EDU			\$ -
Novell Sentinel Log Manager 2500 EPS 1-Instance 1-Year Priority Maintenance		877-006391-EDU			\$ -
Novell Sentinel Log Manager 2500 EPS 1-Instance 3-Year Priority Maintenance		877-006392-EDU			\$ -
NetIQ Cloud Manager 1-Instance 1-Year Priority Maintenance		877-006963-EDU			\$ -
NetIQ Cloud Manager 1-Instance 3-Year Priority Maintenance		877-006964-EDU			\$ -
Self-service Password Reset 2.0 100-User 1-Year Priority Maintenance		877-007800-EDU			\$ -
Self-service Password Reset 2.0 100-User 3-Year Priority Maintenance		877-007801-EDU			\$ -

# Mandatory Submissions

# Response Content

## RFO Section 3.9.7 – Response Files

### **RESPONDENT MUST PROVIDE THE ITEMS LISTED BELOW.**

- Exhibit A – Respondent Information (**SIGNED**)
- Exhibit A – **Canceled Contracts** – Attachment 1 (if applicable)
- Exhibit A1 – Any Exceptions Requested or Affirmative Statement the Respondent takes no Exceptions
- Exhibit B – Respondent History and Experience
- Exhibit C – Contract Marketing and Customer Support Plan
- Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
- Exhibit E – Voluntary Product Accessibility Template (VPAT)
- Exhibit F – Respondent Release of Liability for Reference
- Exhibit G – EDGAR Certification Form

## Response Content Cont'd

- Exhibit H – Vendor Accessibility Policy Assessment (PDAA)
- Exhibit I – Certification of OFF Premise Customer Services (if applicable)
- Exhibit K – Vendor Accessibility Development Services Information Request (VADSIR) (if applicable)
- Manufacturer Letters for all brands proposed – (must be signed)
- Signed Addenda to RFO
- **\*Package 2 - Itemized Price Sheet**
- Exhibit J Reference Form - Vendor References should be submitted by customers through the RFO email provided



## Response Content Cont.

- For Vendors with a high volume of documents to be submitted here are 3 options to facilitate the issues with loading individual documents to BidStamp and the fact that BidStamp does not allow for Zip Files to be uploaded.
1. Embed the VPAT and LOA files in Package 2 itemized pricing loading only one document to BidStamp.
  2. Create a separate spreadsheet to embed the documents in alphabetical order by brand name loading only one document to BidStamp.
  3. Combine the documents into zip files and submit via the RFO email. Make sure files do not exceed 25MB per email. In Bidstamp vendors will upload a file with a list of zip files submitted for verification purposes. The RFO email [rfodir-cpo-tmp-570@dir.texas.gov](mailto:rfodir-cpo-tmp-570@dir.texas.gov). Emails will be received up to the RFO closing date and time, DIR will move these files to the response folder after the RFO opens.

## Authorized Resellers/Order Fulfillers

- Any Respondent who is not the manufacturer or publisher of a product included in its Response must supply a signed letter from the manufacturer or publisher certifying that Respondent is an authorized reseller of the manufacturers or publisher's products to the agencies and political subdivisions of the State, including institutions of higher education, and may sell such products under the terms and conditions of the DIR Contract, in support of Respondent's proposal. **Signed letters of authorization must be submitted with Respondent's proposal.**
- Any Respondent who is an authorized VAR Resellers must supply a letter from the publisher applicable to their response certifying that **Vendor is an authorized volume licensing reseller of publisher's** products to the agencies and political subdivisions of the State of Texas as described in **Section 2. Scope of this RFO. Failure to supply all letters of authorization will result in elimination of the related product or the entire proposal from the solicitation process.**

## EULA, Licenses and Service Agreements

- DIR is **removing all requirements for** vendors to provide software EULAs, licenses, and or service level agreements documents under this RFO.
- Vendors **may be required** on a case-by-case bases to provide these documents during the negotiation phase of this solicitation.
- Please note that any additional agreements may not conflict with the DIR Contract, including DIR's Standard Terms and Conditions.



# Rejection of Responses

## **Section 3.10 of the RFO states:**

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.



# Questions

- Break (10 minutes)
- **Reference the RFO Section Number and Page Number with your submitted question.**
- Questions answered today are unofficial until posted on the ESD.
- Submit additional questions through BidStamp VIS.

## Reminder

- Questions answered today are unofficial until posted on the Electronic State Business Daily (ESBD) in the form of an Addendum.
- Any changes or additional information regarding this RFO will be posted as an addendum to requisition number DIR-CPO-TMP-570 on the ESBD: <http://esbd.cpa.state.tx.us/>
- It is the responsibility of Vendors to monitor the EBSD web site for addenda.

# Solicitation Schedule

Activity	Date/Time (CST)
Publish RFO on Electronic State Business Daily	2/2/2023
Deadline for submitting Pre-Proposal Conference questions	02/24/2023 05:00 PM (CT)
Pre-Proposal Conference (Optional)	03/01/2023 01:00 PM (CT)
Deadline for submitting all RFO Questions	03/21/2023 05:00 PM (CT)
<b>*Deadline for Posting Q&amp;A Addendum to the ESBD</b>	<b>4/3/2023 05:00 PM (CT)</b>
Deadline for submitting Response to RFO	04/28/2023 02:00 PM (CT)
Deadline for DIR to receive Respondent References	04/28/2023 02:00 PM (CT)
Evaluations, Clarifications, and Amended Responses	05/01/2023 – 5/30/2023
Negotiations and Awards	06/01/2023 – until completed

\*This will be part of Addendum 1 to be posted shortly after this meeting.





## Conference Closing

All questions, inquiries **must** be directed to:

**Vania Ramaekers**

**Email: [Vania.Ramaekers@dir.texas.gov](mailto:Vania.Ramaekers@dir.texas.gov)**



DocuSign Envelope ID: C60E0299-0276-4666-92C3-3736F-45968A3

# Thank You

## DIR CPO Team



Texas Department of Information Resources

[dir.texas.gov](http://dir.texas.gov) | [@TexasDIR](https://twitter.com/TexasDIR) | [#DIRisIT](https://twitter.com/DIRisIT)

## Software, Commercial Off the Shelf (COTS) and Related Services, DIR-CPO-TMP-570 - Pre-Proposal Conference Attendees 03/01/2023

Host Details		Host Name	Email	
Attended	Yes	Chief Procurement Office, DIR	cpo@dir.texas.gov	
Panelist Details				
Attended	Panelist Name	Email		
Yes	<b>Vania Ramaekers</b>	<b>vania.ramaekers@dir.texas.gov</b>	<b>DIR Procurement Lead and Single Point of Contact for RFO DIR-CPO-TMP-570</b>	
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Yes	Marie Cohan	Marie.Cohan@dir.texas.gov	DIR	
Yes	Tom Hay	tom.hay@dir.texas.gov	DIR	
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**Department of Information Resources**

**Request for Offer DIR-CPO-TMP-570**

**Software, Commercially Off the Shelf (COTS) and Related Services**

**Exhibit J**

**Vendor References**

**VENDOR REFERENCES**  
**Department of Information Resources**  
**Request for Offer DIR-CPO-TMP-570**  
**Software, Commercially Off the Shelf (COTS) and Related Services**  
Revised 3/2/2023.

**REFERENCE DEADLINE TO DIR: No later than April 28, 2023, 2:00 PM**

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: [rfodir-cpo-tmp-570@dir.texas.gov](mailto:rfodir-cpo-tmp-570@dir.texas.gov)

**This portion to be completed by the Vendor requesting reference information**

Vendor Name \_\_\_\_\_  
Software 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 [rfodir-cpo-tmp-570@dir.texas.gov](mailto:rfodir-cpo-tmp-570@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 and Related Services**

- 1. Have you purchased any Software and/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 and 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

<b>Excellent (3)</b>	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.
<b>Satisfactory (2)</b>	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.
<b>Marginal (1)</b>	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.
<b>Unsatisfactory (0)</b>	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.

**\*NOTE: THIS SPREADSHEET MUST be turned in with your Response.**

## Instructions

**RESPONDENTS TO THIS RFO MUST ENTER THEIR PROPOSED AVERAGE BRAND DISCOUNT IN THE BIDSTAMP VENDOR INFORMATION SYSTEM (VIS). CATEGORIES MUST BE ENTERED IN BIDSTAMP AS LISTED.**

**TAB 1 - PRODUCTS DETAILS / DISCOUNT SHEET** - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).

Respondent will provide a MSRP price list of products being proposed  
Discount range (e.g., 0% - 99%) is not allowed.

**Product detail list Pricing information is not entered in the BidStamp VIS.**

Brand product detail will be entered in Brand Product Detail tab and submitted in BidStamp VIS in EXCEL spreadsheet format.

**TAB 2 - BidStamp BRAND Average Discount** - will be completed in accordance with Package 1 RFO Document Section 3.9.4 Pricing - Complete Tab 2 BIDSTAMP Average Discount Sheet, and entered in BIDSTAMP.

If Respondent is proposing multiple discounts for the same brand, the branded products must be listed separately with the associated discount or grouped with an associated discount. Respondent will calculate the average discount per brand in this Package. The brand average will be entered in BidStamp per instructions in Bid Package 1 RFO Document Section 3.9.4.1 For example:

Brand ABC



Department of Information Resources  
Request for Offer DIR-CPO-TMP-5:  
Software, Commercially of the Shelf and Related  
Bid Package 2 - ITEMIZED PRICING SCHEDULE

All Brands Discount Averages must be entered into DIR  
in the BidStamp VIS. Per instructions Package 1 RFO Document  
Pricing

Company Name: \_\_\_\_\_

THIS SPREADSHEET WILL BE PART OF RESPONSE

EXAMPLES for use. Respondent must enter the Brand Name  
BidStamp VIS, exactly as written in section 3.9.4.1 of Package  
so may result in Respondent's bid not tabulating

BRAND	FUNCTION
Brand-x	Audit Management
Brand-x	Case Management
Brand-x	Artificial Intelligence (AI)
Brand-x	Audit Management
Brand-y	Back-Up Software
Brand-y	Data Management Software
Brand-y	Design and Development Software
Brand-Z	Developer Tools Software
Microsoft (VAR)	Office 365
Adobe (VAR)	Adobe
NOVELL (VAR)	Novell



<i><b>Brand-Various</b></i>	<i><b>Complete Solution</b></i>

































































































































































































































Department of Information Resources Request for Offer DIR-CPO-TMP-570 Software, Commercially of the Shelf and Related Services Bid Package 2 - ITEMIZED PRICING SHEET			
COMPANY NAME:	Type of Volume	Product Category	DIR Customer Discount % off MSRP
By QTY	1-99 units		
	100-500 units		
	500+ units		

Additional Discount Based On Aggregate Sales					
Contract Sales Threshold	Product or Category Description	Part Number if Applicable	Original Discount	Additional Discount	Total Discount
Example: \$50,000.00			20.00%	(+) 5.00%	25.00%



**Department of Information Resources**  
**Request for Offer DIR-CPO-TMP-570**  
**Software, Commercially of the Shelf and Related Services**  
**Bid Package 2 -ITEMIZED PRICING SHEET**

**Company Name:** \_\_\_\_\_

**VAR Instructions:**

For the purposes of this RFO, the publisher's software licensing products are categorized into Publisher Categories. Publishers are required to offer ONLY one (1) discount for each Publisher Category listed. The discount for each publisher will be applied to all products within the publisher category to determine the net DIR Customer price. The prices must include all shipping and handling fees.

<b>Publisher Category</b>	<b>Publisher Discount Level</b>
<b>Adobe:</b>	
Cumulative Licensing Program (CLP) Education Membership	Level 3 Points target: 100,000+ points
Cumulative Licensing Program (CLP) Government Membership	Level 2 Points target: 300,000+ points
<b>Microsoft:</b>	
<b>Enterprise Agreement (comprised of subcategories as listed below)</b>	
Office Professional/Standard	Level D less 7.5%
Windows Pro Desktop Operating System	Level D less 7.5%
Core CAL/Enterprise CAL Suite (to include stand alone components)	Level D less 6%
All other or additional EA licensing	Level D
Enterprise Subscription Agreement	Level D less 2%
Select Plus Government	Level D
Select Plus Academic	Level D
<b>Novell Master License Agreement:</b>	
Education License and Value Added Service	MLA Level 5
Government License and Value Added Service	MLA Level 5

**PLEASE NOTE:** All prices quoted to Customers shall include the administrative fee. The a

es

n the table below. Vendors must  
isher category will be applied to  
ce to all DIR Customers shall

<b>DIR Customer Discount (from Publisher Discount Level)</b>

Administrative fee = .75% x





**Department of Informat**  
**Request for Offer DIR-(**  
**Software, Commercially of the Sh**  
**Bid Package 2 -ITEMIZED**

**Company Name:** \_\_\_\_\_

**Instructions:**

**A representative sample of software license products for each software publisher is provide**  
**Product listed. The price to the DIR Customer shall include all shipping and handling fees.**  
**process.**

**PLEASE NOTE: All prices quoted to Customers shall include the administrative fee. The ac**

**ADOBE ACADEMIC**

<b>Product Description</b>	<b>Product Type</b>
Acrobat Professional v.10	MAC Full License
Acrobat Professional v.10	WIN Full License
Acrobat Professional v.10	MAC Concurrent License
Acrobat Professional v.10	WIN Concurrent License
Acrobat Suite v.1	WIN Full License
After Effects CS5.5 v10.5	Full License
Audtion CS5.5 v.4	Full License
Captivate v5.5	Full License
Coldfusion Builder v.2	Full License
ColdFusion Ent v.9	Full License
ColdFusion Standard v.9	Full License
Contribute CS5 v.6	MAC Full License
Contribute CS5 v.6	WIN Full License
CS5.5 Design Premium 5.5 K12SITE<250	Full License
CS5.5 Design Premium 5.5 K12SITE>250	Full License
CS5.5 Design Std 5.5 K12SITE<250	Full License
CS5.5 Design Std 5.5 K12SITE>250	Full License
Dreamweaver CS5.5 v11.5	Full License
eLearning Suite v.2.5	Full License
Flash Pro CS5.5 v11.5	Full License
Photoshop Elements v10	Full License

**ADOBE GOVERNMENT**

<b>Product Description</b>	<b>Product Type</b>
Acrobat v10	WIN Full License
Acrobat Professional v10	MAC Full License



Acrobat Professional v10	WIN Full License
Acrobat Suite v1	WIN Full License
After Effects CS5.5 v10.5	Full License
Audition CS5.5 v4	Full License
Captivate v5.5	Full License
Coldfusion Builder v2	Full License
ColdFusion Ent v8	Full License
ColdFusion Standard v9	Full License
Contribute CS5 v6	MAC Full License
Contribute CS5 v6	WIN Full License
CS5.5 Design Premium v5.5	Full License
CS5.5 Design Std v5.5	Full License
CS5.5 Master Collector v5.5	Full License
CS5.5 Production Premium v5.5	Full License
Dreamweaver CS5.5 v11.5	Full License
eLearning Suite v2.5	Full License
Flash Pro CS5.5 v11.5	Full License
Photoshop CS5 v12	MAC Full License
Photoshop CS5 v12	WIN Full License
Photoshop Elements v10	Full License

## MICROSOFT ENTERPRISE AGREEMENT

### Product Description

### Product Type

ExchgEntCAL ALNG LicSAPk MVL DvcCAL wSrvcs	License/Software Assurance Pack
ExchgEntCAL ALNG LicSAPk MVL UsrCAL wSrvcs	License/Software Assurance Pack
ExchgStdCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack
ExchgStdCAL ALNG LicSAPk MVL UsrCAL	License/Software Assurance Pack
LyncSVrEnCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack
LyncSVrEnCAL ALNG LicSAPk MVL UsrCAL	License/Software Assurance Pack
LyncSvrStdCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack
LyncSvrStdCAL ALNG LicSAPk MVL UsrCAL	License/Software Assurance Pack
OfficeStd ALNG LicSAPk MVL	License/Software Assurance Pack
OfficeStd ALNG LicSAPk MVL Pltfrm	License/Software Assurance Pack
SharePointEntCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack
SharePointEntCAL ALNG LicSAPk MVL UsrCAL	License/Software Assurance Pack
SharePointStdCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack
SharePointStdCAL ALNG LicSAPk MVL UsrCAL	License/Software Assurance Pack
WinSvrCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack
WinSvrCAL ALNG LicSAPk MVL UsrCAL	License/Software Assurance Pack
CoreCAL ALNG LicSAPk MVL DvcCAL	License/Software Assurance Pack
CoreCAL ALNG LicSAPk MVL Pltfrm DvcCAL	License/Software Assurance Pack
CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL	License/Software Assurance Pack
CoreCAL ALNG LicSAPk MVL UsrCAL	License/Software Assurance Pack
CoreCAL ALNG SA MVL DvcCAL	Software Assurance
CoreCAL ALNG SA MVL Pltfrm DvcCAL	Software Assurance

CoreCAL ALNG SA MVL Pltfrm UstrCAL	Software Assurance
CoreCAL ALNG SA MVL UstrCAL	Software Assurance
EntCAL ALNG LicSAPk MVL DvcCAL wSrvcs	License/Software Assurance Pack
EntCAL ALNG LicSAPk MVL Pltfrm DvcCAL wSrvcs	License/Software Assurance Pack
EntCAL ALNG LicSAPk MVL Pltfrm UstrCAL wSrvcs	License/Software Assurance Pack
EntCAL ALNG LicSAPk MVL UstrCAL wSrvcs	License/Software Assurance Pack
OfficeProPlus ALNG LicSAPk MVL Pltfrm	License/Software Assurance Pack
ProDsktpwMDOP ALNG LicSAPk MVL	License/Software Assurance Pack

## MICROSOFT SELECT PLUS GOVERNMENT

Product Description	Product Type
Access 2013	License
Access LIC/SA	License/Software Assurance
Core Client Device Client License	License/Software Assurance
Core Client User Client License	License/Software Assurance
Excel 2013	License
Excel 2013	License/Software Assurance
Office 2013	License
Office 2013	License/Software Assurance
Office Pro Plus	License
Office Pro Plus	License/Software Assurance
Office Std 2013	License
Office Std 2013	License/Software Assurance
Powerpoint 2013	License
Powerpoint 2013	License/Software Assurance
Project 2013	License
Project 2013	License/Software Assurance
Visio Pro 2013	License
Visio Pro 2013	License/Software Assurance
Visio Std 2013	License
Visio Std 2013	License/Software Assurance
Visual Studio Premium w/MSDN	License/Software Assurance
Visual Studio Pro 2012	License
Visual Studio Pro w/MSDN	License/Software Assurance
Word 2013	License
Word 2013	License/Software Assurance

## MICROSOFT SELECT PLUS ACADEMIC

Product Description	Product Type
Access 2013	License

Access 2013	License/Software Assurance
Excel 2013	License
Office MAC Std 2011	License
Office MAC Std 2011	License/Software Assurance
Office Pro Plus 2013	License
Office Pro Plus 2013	License/Software Assurance
Office Std 2013	License
Office Std 2013	License/Software Assurance
Project 2013	License
Project 2013	License/Software Assurance
Project Pro 2013	License
Project Pro 2013	License/Software Assurance
Powerpoint 2013	License
Visio Pro 2013	License
Visio Pro 2013	License/Software Assurance
Visio Std 2013	License
Visio Std 2013	License/Software Assurance
Visual Studio Foundation Server Client Per Device	License/Software Assurance
Visual Studio Premium w/MSDN	License/Software Assurance
Visual Studio Premium w/MSDN	Software Assurance
Visual Studio Pro w/MSDN	License/Software Assurance
Word 2013	License
Word MAC 2011	License

## NOVELL EDUCATION

### Product Description

Sentinel Base Package 1-instance 1-Year Priority Maintenance
Sentinel Base Package 1-instance 3-Year Priority Maintenance
Novell Privileged user Mgr 2.3 1-Instance License + 1-Year Priority Maintenance
Novell Privileged User Manager 1-Instance 1-Year Priority Maintenance
Novell Privileged User Manager 1-Instance 3-Year Priority Maintenance
Novell Sentinel Log Manager 2500 EPS 1-Instance 1-Year Priority Maintenance
Novell Sentinel Log Manager 2500 EPS 1-Instance 3-Year Priority Maintenance
NetIQ Cloud Manager 1-Instance 1-Year Priority Maintenance
NetIQ Cloud Manager 1-Instance 3-Year Priority Maintenance
Self-service Password Reset 2.0 100-User 1-Year Priority Maintenance
Self-service Password Reset 2.0 100-User 3-Year Priority Maintenance
ZENworks Patch Management Patch Developer kit 6.4 Standard Edition License
ZENworks Patch Management Patch Developer kit 6.4 Premier Edition License
ZENworks Asset Management 1-Instance/User 3-Year Priority Maintenance
ZENworks Endpoint Security Management 1-Device 3-Year Priority Maintenance
SUSE Linux Enterprise Management Pack for System Center Operations Manager License + 1-Year
SUSE Linux Enterprise Management Pack for System Center Operations Manager License 1-Year
SUSE Linux Enterprise Server for IBM zSeries (per engine) 1-Year Standard Subscription

SUSE Linux Enterprise Server for IBM zSeries (per engine) 1-Year Priority Subscription
SUSE Linux Enterprise Desktop 1-Instance 1-Year Priority Subscription
SUSE Linux Enterprise Desktop 1-Instance 3-Year Priority Subscription
SUSE Linux Enterprise Server for IBM Power (per socket) Standard Subscription 3-Year
SUSE Linux Enterprise Server for IBM Power (per socket) Priority Subscription 3-Year
SUSE Linux Enterprise Server for X86, AMD64 & Intel64 (8 CPU Sockets, Standard Support, 1 Ph
SUSE Linux Enterprise Server for X86, AMD64 & Intel64 (8 CPU Sockets, Priority Support, 1 Phys

## NOVELL GOVERNMENT

### Product Description

Sentinel Base Package 1-instance 1-Year Priority Maintenance
Sentinel Base Package 1-instance 3-Year Priority Maintenance
Novell Privileged user Mgr 2.3 1-Instance License + 1-Year Priority Maintenance
Novell Privileged User Manager 1-Instance 1-Year Priority Maintenance
Novell Privileged User Manager 1-Instance 3-Year Priority Maintenance
Novell Sentinel Log Manager 2500 EPS 1-Instance 1-Year Priority Maintenance
Novell Sentinel Log Manager 2500 EPS 1-Instance 3-Year Priority Maintenance
NetIQ Cloud Manager 1-Instance 1-Year Priority Maintenance
NetIQ Cloud Manager 1-Instance 3-Year Priority Maintenance
Self-service Password Reset 2.0 100-User 1-Year Priority Maintenance
Self-service Password Reset 2.0 100-User 3-Year Priority Maintenance
ZENworks Patch Management Patch Developer kit 6.4 Standard Edition License
ZENworks Patch Management Patch Developer kit 6.4 Premier Edition License
ZENworks Asset Management 1-Instance/User 3-Year Priority Maintenance
ZENworks Endpoint Security Management 1-Device 3-Year Priority Maintenance
SUSE Linux Enterprise Management Pack for System Center Operations Manager License + 1-Year
SUSE Linux Enterprise Management Pack for System Center Operations Manager License 1-Year
SUSE Linux Enterprise Server for IBM zSeries (per engine) 1-Year Standard Subscription
SUSE Linux Enterprise Server for IBM zSeries (per engine) 1-Year Priority Subscription
SUSE Linux Enterprise Desktop 1-Instance 1-Year Priority Subscription
SUSE Linux Enterprise Desktop 1-Instance 3-Year Priority Subscription
SUSE Linux Enterprise Server for IBM Power (per socket) Standard Subscription 3-Year
SUSE Linux Enterprise Server for IBM Power (per socket) Priority Subscription 3-Year
SUSE Linux Enterprise Server for X86, AMD64 & Intel64 (8 CPU Sockets, Standard Support, 1 Ph
SUSE Linux Enterprise Server for X86, AMD64 & Intel64 (8 CPU Sockets, Priority Support, 1 Phys

**ion Resources**

**CPO-TMP-570**

**elf and Related Services**

**PRICING SHEET**

ed in the tables below. Vendors must offer ONLY one (1) price for each Publisher  
This is a representative sample only for the purposes of this RFO and evaluation

Administrative fee = .75% x Customer Price

Product Number	List Price (Per Level Discount)	DIR Customer Discount % off MSRP	DIR Customer Price
65083690AB03A00	\$200.00	5.00%	\$ 191.43
65083691AB03A00			\$ -
65083801AB03A00			\$ -
65083800AB03A00			\$ -
65086502AB03A00			\$ -
65110619AB03A00			\$ -
65106839AB03A00			\$ -
65125060AB03A00			\$ -
65123381AB03A00			\$ -
65047411AB03A00			\$ -
65047455AB03A00			\$ -
65070168AB03A00			\$ -
65070186AB03A00			\$ -
65112996AB03A00			\$ -
65113214AB03A00			\$ -
65122118AB03A00			\$ -
65122252AB03A00			\$ -
65105384AB03A00			\$ -
65126518AB03A00			\$ -
65109234AB03A00			\$ -
65137861AB03A00			\$ -

Example

Product Number	List Price (Per Level Discount)	DIR Customer Discount % off MSRP	DIR Customer Price
65086303AC02A00			\$ -
65083690AC02A00			\$ -



65083691AC02A00			\$ -
65086502AC02A00			\$ -
65110619AC02A00			\$ -
65106839AC02A00			\$ -
65125060AC02A00			\$ -
65123381AC02A00			\$ -
54025221AC02A00			\$ -
65047455AC02A00			\$ -
65070168AC02A00			\$ -
65070186AC02A00			\$ -
65112138AC02A00			\$ -
65121615AC02A00			\$ -
65117060AC02A00			\$ -
65114792AC02A00			\$ -
65105384AC02A00			\$ -
65126518AC02A00			\$ -
65109234AC02A00			\$ -
65048694AC02A00			\$ -
65048695AC02A00			\$ -
65137861AC02A00			\$ -

Product Number	List Price (Per Level Discount)	DIR Customer Discount % off MSRP	DIR Customer Price
PGI-00267			\$ -
PGI-00268			\$ -
381-01587			\$ -
394-00520			\$ -
7AH-00281			\$ -
7AH-00282			\$ -
6ZH-00395			\$ -
6ZH-00396			\$ -
021-05331			\$ -
021-08255			\$ -
76N-02345			\$ -
76N-02427			\$ -
H05-00176			\$ -
H05-00444			\$ -
R18-00095			\$ -
R18-00096			\$ -
W06-00022			\$ -
W06-01063			\$ -
W06-01066			\$ -
W06-00445			\$ -
W06-00021			\$ -
W06-01069			\$ -

W06-01072			\$ -
W06-00446			\$ -
76A-00025			\$ -
76A-00007			\$ -
76A-00010			\$ -
76A-00028			\$ -
269-12445			\$ -
M6D-00005			\$ -

Product Number	List Price (Per Level Discount)	DIR Customer Discount % off MSRP	DIR Customer Price
077-06705			\$ -
077-02521			\$ -
W06-00002			\$ -
W06-00426			\$ -
065-08166			\$ -
065-03452			\$ -
79H-00467			\$ -
79H-00042			\$ -
79P-04712			\$ -
269-05557			\$ -
021-10293			\$ -
021-05339			\$ -
079-06238			\$ -
079-01662			\$ -
076-05292			\$ -
076-01810			\$ -
D87-05994			\$ -
D87-01099			\$ -
D86-05323			\$ -
D86-01240			\$ -
9ED-00071			\$ -
C5E-00989			\$ -
77D-00110			\$ -
059-08670			\$ -
059-03715			\$ -

Product Number	List Price (Per Level Discount)	DIR Customer Discount % off MSRP	DIR Customer Price
077-06695			\$ -

077-02570			\$ -
065-08156			\$ -
3YF-00294			\$ -
3YF-00292			\$ -
79P-04691			\$ -
269-05623			\$ -
021-10282			\$ -
021-05331			\$ -
076-05273			\$ -
076-01776			\$ -
H30-04027			\$ -
H30-00237			\$ -
079-06228			\$ -
D87-05984			\$ -
D87-01057			\$ -
D86-05324			\$ -
D86-01175			\$ -
126-00156			\$ -
9ED-00071			\$ -
9ED-00073			\$ -
77D-00110			\$ -
059-08660			\$ -
D48-01082			\$ -

<b>Product Number</b>	<b>List Price (Per Level Discount)</b>	<b>DIR Customer Discount % off MSRP</b>	<b>DIR Customer Price</b>
877-001862-EDU			\$ -
877-001863-EDU			\$ -
877-005821-EDU			\$ -
877-005823-EDU			\$ -
877-005824-EDU			\$ -
877-006391-EDU			\$ -
877-006392-EDU			\$ -
877-006963-EDU			\$ -
877-006964-EDU			\$ -
877-007800-EDU			\$ -
877-007801-EDU			\$ -
873-009056-EDU			\$ -
873-009057-EDU			\$ -
877-001605-EDU			\$ -
877-001621-EDU			\$ -
877-006327-EDU			\$ -
877-006329-EDU			\$ -
874-005050-EDU			\$ -

874-005051-EDU			\$ -
874-005311-EDU			\$ -
874-005312-EDU			\$ -
874-005551-EDU			\$ -
874-005577-EDU			\$ -
874-006265-EDU			\$ -
874-006266-EDU			\$ -

Product Number	List Price (Per Level Discount)	DIR Customer Discount % off MSRP	DIR Customer Price
877-001862			\$ -
877-001863			\$ -
877-005821			\$ -
877-005823			\$ -
877-005824			\$ -
877-006391			\$ -
877-006392			\$ -
877-006963			\$ -
877-006964			\$ -
877-007800			\$ -
877-007801			\$ -
873-009056			\$ -
873-009057			\$ -
877-001605			\$ -
877-001621			\$ -
877-006327			\$ -
877-006329			\$ -
874-005050			\$ -
874-005051			\$ -
874-005311			\$ -
874-005312			\$ -
874-005551			\$ -
874-005577			\$ -
874-006265			\$ -
874-006266			\$ -



















TEXAS DEPARTMENT OF INFORMATION RESOURCES

**Addendum**

<b>SOLICITATION NUMBER:</b>	DIR-CPO-TMP-570
<b>ADDENDUM NUMBER:</b>	2

**Addendum Date:** March 27, 2023

If you should have any questions regarding this Addendum, please contact:

Vania Ramaekers  
Department of Information Resources  
300 W. 15th Street, Suite 1300  
Austin, Texas 78701  
Email: [vania.ramaekers@dir.texas.gov](mailto:vania.ramaekers@dir.texas.gov)

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Software (COTS) and Related Services, Solicitation No. DIR-CPO-TMP-570, released February 2, 2023. It contains the answers to vendor questions received by March 3, 2023.

**In the submission of its response to this solicitation, Respondents shall submit this signed “page one” of the Addendum, acknowledging receipt of the Addendum.**

Respondent Acknowledgment of Receipt

\_\_\_\_\_  
(Printed entity name)

\_\_\_\_\_  
(Printed name of authorized representative)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Date)

### Question and Answer Document

The following table outlines vendor questions, references Request for Offer (RFO) sections and page numbers, and the Department of Information Resources (DIR) response to questions (question are organized in order received):

#	RFO Section	Page #	Vendor Question	DIR Answer
1.	3.3	NA	The Pre-Proposal Conference is listed as being on 03/01/2023 at 01:00 PM (CT), however in the same document's 3.3.1 it says the Pre-Proposal Conference is listed as being on 03/01/2023 at 10:00 AM (CT). Can you please clarify which of these provided times is correct?	The ESBD and the DIR Notice announcements was updated to correct the meeting scheduled for March 1, 2023, at 1:00 PM.
2.	NA	NA	I am not able to download the documents. I have tried numerous browsers. This is for Solicitation number CPO-TMP-570.	Please contact the Comptroller's office for assistance. Sent files in 4 different emails due to size.
3.	NA	NA	In the Pre-solicitation Notice Executive Summary Asset Management is listed, however there is no Class Code for Asset Management Software. Will responses that propose Asset Management COTS solutions be accepted?	Yes, all COTS software will be accepted, regardless of its function, or class/code.
4.	NA	NA	After reviewing the RFO, we did not find anything that spoke to call center platforms, either cloud or on-prem. Are we able to respond with our call center software offerings and COTS services as well?	COTS Call Center Software is part of this RFO. It is unclear what is meant by COTS (Commercial Off the Shelf) services.
5.	3.3.1	NA	What is the recommended process for responding with more than one solution? Do you want us to submit a separate response for every solution or only pricing for each one?	Respondents will be able to respond to as many solutions as they want under the RFO Package 2. Respondents will need to provide pricing for all proposed solutions.
6.	NA	NA	If a solution for a brand would require hardware to utilize the COTS or SaaS solution, can we include pricing for Bundles?	Please use the Turnkey Solution Section of the RFO Package 2 to respond.

#	RFO Section	Page #	Vendor Question	DIR Answer
7.	Marketing Engagement	19	The response to question #19 in the Marketing Engagement Questions and Answers document prompts another question. If we are providing a URL link to a Brand's ACR - how will that be done in BidStamp? Do we need to create a document with all the applicable links? And to be clear, it is either an ACR or a VPAT, correct?	Links can be provided under Package number 2 of the RFO response documents, next to the product list; or you may create a document and name it ACR/VPAT links either way it will be accepted. An ACR or Accessibility Conformance Report is the completed VPAT (template). DIR requires the ACR or a link to the ACR. NOTE: DIR will not be responsible for links that do not work, and strongly encourages respondents to print ACRs and submit them to be sure.
8.	3.9.4.2	24	Response to Question #44 in the Marketing Engagement Questions and Answers seems to contradict page 24, Section 3.9.4.2 paragraph 3 of the RFP. Please advise.	Question #44 references the ability to print the pricing list once the respondent has entered it in BidStamp for review and correction, Section 3.9.4.2 reference the respondents' requirements to enter the pricing in BidStamp once Package 2 pricing spreadsheet is completed. These are 2 different subjects all together.
9.	RFO	26	Package 1 RFO Document Final page 26 Manufacture Letters of Authorization-Form of response titleABC_570_LOA_Brand.docx. is missing. We are unable to locate the document referred to in the bid documents.	Each brand will have its own letter of Authorization (LOA) and these letters are provided by the Manufacturer to the reseller. LOA is not a template document provided to respondents under this RFO.
10.	RFO	NA	Does the VAR have to create the document on their own and add all the letter of authorizations for different manufacturers or is the template document referred missing?	No, there are no template documents missing, if you are a VAR authorized volume resellers for Novell, Microsoft, or Adobe you will provide one VAR LOA form for each product. Resellers that are responding as VAR, must already have the agreements in place with Novell, Microsoft, or Adobe prior to submitting a response to this RFO. If a Reseller does not have a VAR agreement, you may not respond under the VAR offering.

#	RFO Section	Page #	Vendor Question	DIR Answer
11.	3.6.5	16	Also, in section 3.6.5 pg. 16 it says all VARs should certify that Vendor is an authorized volume licensing reseller of the publisher's products to the agencies and political subdivisions of the State of Texas. As a reseller of 2000+ manufacturing partners, we have generic wording on the LOA that indicates we are authorized sellers. Would it suffice your requirement, or does it have to specifically say authorized reseller for the State of Texas?	Under this RFO the VAR volume resellers will only be submitting responses for 3 products (Novell, Microsoft, or Adobe) all other brands will be part of your regular response. If a Respondent is a reseller for 2000 different COTS software brands, it will be required to provide a LOA for each brand being proposed.
12.	NA	NA	Bid Documents: How do we receive the curtesy documents from BidStamp? Is there a department or person to request them from?	BidStamp is the response submission portal only. Bid Stamp does not provide curtesy documents, all RFO documents must be downloaded from the ESBD official posting.
13.	3.3.1	NA	In 01-RFO-DIR-CPO-TMP-570 Package 1 RFO Document - Final section 3.3, the Pre-Proposal Conference is listed as being on 03/01/2023 at 01:00 PM (CT), however in the same document's 3.3.1 it says the Pre-Proposal Conference is listed as being on 03/01/2023 at 10:00 AM (CT). Can you please clarify which of these provided times is correct?	The ESBD and the DIR notice announcements were updated to correct the meeting scheduled for March 1, 2023, at 1:00 PM.



#	RFO Section	Page #	Vendor Question	DIR Answer
14.			<p>It is my understanding that the RFO is a replacement for the current DIR-TSO-TMP-416 contracts, which we currently hold as a VAR for multiple products. Reading through "01-RFO-DIR-CPO-TMP-570 Package 1 RFO Document – Final.docx" it sounds like this is not for VARs to respond to, but instead intended for the software publisher / manufacturer to respond and then include their VARs, which is a major change from the existing contracts. Can a VAR bid on this with software they resell even if the software publisher/manufacturer does not bid?</p>	<p>A respondent may respond to this RFO for all COTS software. The package number 2 Pricing has a special tab for VAR these are respondents that currently have a master reseller agreement for the special volume license programs with (Microsoft, Adobe, and NOVELL) All other software being provided will be submitted under the correct tab. Appendix A, B and C are general and applies to all respondents no matter what they are selling. Respondents with Volume Reseller agreements will provide additional information and the correct reseller agreement for the software they are proposing. Respondents may propose all types of COTS software and all brands of software there are no exclusions. If you are reseller for adobe, Microsoft and or Novell but not a VOLUME program reseller you may propose these brands under the regular software tabs. See Section 2.2 of the RFO document.</p>
15.	3.3.1	NA	<p>Regarding the DIR-CPO-TMP-570 Pre-Proposal Conference / Pre-Solicitation Webinar on March 1, 2023: On page 12 of the DIR-CPO-TMP-570 RFO document, the time of the Pre-Proposal conference on March 1, 2023, is listed as 1:00 PM CT in the Section 3.3 Schedule of Events table. On page 12 of the RFO, Section 3.3.1 Optional Webinar states that a Pre-Solicitation Webinar will be held on Zoom / Interactive Webcast on March 1, 2023 at 10:00 AM (no time zone stated). The ESB page states a Pre-Solicitation Conference on March 1, 2023, at 1:00 PM Can TX DIR please clarify: Are these three listings about the same event? If so, which time is correct on March 1, 2023 – 1:00 PM Central or 10:00 AM (Central?)</p>	<p>The ESB and the DIR Notice announcements were updated to correct the meeting scheduled for March 1, 2023, at 1:00 PM.</p>



#	RFO Section	Page #	Vendor Question	DIR Answer
16.	Exhibit J	NA	RFO-DIR-CPO-TMP-570 Package 1 Exhibit J Reference Form - How many references would you like provided for this procurement?	Reference Section 3.9.3.7 of the RFO. DIR requires a minimum 3 references.
17.	Exhibit E	NA	RFO-DIR-CPO-TMP-570 Package 1 Exhibit E VPAT (for COTS) -Is there a minimum compliance score on the VPAT required to receive an award?	No. ACRs (completed VPATs) are not evaluated for a "score". ACRs are evaluated for product-tested conformance to WCAG 2.0 AA success criteria.
18.	Exhibit A	NA	RFO-DIR-CPO-TMP-570 Package 1 Exhibit A Respondent Information / Question 14 - Does a current or former employee's employment by a city/county in Texas apply? Does this require full time employment or do internships apply as well?	This question is about State of Texas Employees not City or County. The time spend on this contract is not relevant to requirement of discloser of state employees in this form.
19.	Exhibit C	NA	RFO-DIR-CPO-TMP-570 Package 1 Exhibit C Customer Marketing and Support Plan / Question 7 - Adding list price to a non-password protected page may hinder abilities to negotiate with customers not on DIR and allow competitors an advantage, is it possible to not list the price but provide a mechanism to obtain DIR pricing?	DIR respondents are required to create a DIR contract Web page and that is what cannot be password protect. Question 7 is about the <u>staff in your company</u> responsible for maintaining the DIR Contract web page.
20.	Exhibit C	NA	RFO-DIR-CPO-TMP-570 Package 1 Exhibit C Customer Marketing and Support Plan / Question 7 - Adding list price to a non-password protected page may hinder abilities to negotiate with customers not on DIR and allow competitors an advantage, is it possible to not list the price but provide a mechanism to obtain DIR pricing?	This question seems to be a duplicate from the question above. However, in regard to posting price lists, please review the Contract Sample in package # 3 section 7 it states that vendors will have a. MSRP/list price or DIR Customer price; and Discount percentage (%) off MSRP or List Price.
21.	Exhibit C	NA	RFO-DIR-CPO-TMP-570 Package 1 Exhibit C Customer Marketing and Support Plan / Question 7 - Is it possible to list the discounts for DIR contracts on the webpage with DIR products without the MSRP listed?	This question seems to be a duplicate from the question above. However, in regard to posting price lists, please review the Contract Sample in package # 3 section 7 it states that vendors will have a. MSRP/list price or DIR Customer price; and Discount percentage (%) off MSRP or List Price.

#	RFO Section	Page #	Vendor Question	DIR Answer
22.	Exhibit H	NA	RFO-DIR-CPO-TMP-570 Package 1 Exhibit H Policy Driven Adoption for Accessibility (PDAA) Vendor Assessment - Is there a minimum percentage complete on the PDAA required to receive an award?	Respondents will need to answer every question on their PDAA for 100% completion.
23.	Exhibit C	NA	RFO-DIR-CPO-TMP-570 Package 1 Exhibit C Customer Marketing and Support Plan / Question 9(a) - What type of reporting is requested by DIR? Is it possible to provide an example?	Monthly Sales Report - See attached example.
24.	Package 2 Itemized Pricing Sheet	NA	RFO-DIR-CPO-TMP-570 Package 2 Itemized Pricing Sheet - Will DIR publish successful awardee's MSRP or only discounted DIR pricing?	Reference Package 3 A – Standard Terms and Conditions - Section 10.23 Public Information Act. DIR does not publish respondents' package 2 itemized pricing sheets as part of the solicitation process.
25.	Package 2 Itemized Pricing Sheet	NA	RFO-DIR-CPO-TMP-570 Package 2 Itemized Pricing Sheet - Do successful awardee's can provide additional discounts off DIR pricing at their discretion?	DIR does not prohibit respondents from providing additional discounts during negotiations with customers.
26.	Exhibit J	NA	The Exhibit J Reference Form asks the customer/vendor to provide feedback on "Quality of Comprehensive Web Development Services". I assume this should be changed and be generic to all responders' offerings, vs that specific??	The reference form has been updated and posted with Addendum 1 - Changed Web Development for Software and Related Services
27.	Exhibit A	NA	Exhibit A, Attachment 1, List of Respondent's Cancelled Contract. Can you more clearly define "Cancelled Contract"? Is this referring to a cancelation "with cause" (due to lack of or poor performance by the responder) or any type of cancelation (such as due to lack of budget or purchase of a competitor's solution)?	This section does not require disclosure of contracts that expired after a customer declined to exercise an optional contract renewal.

#	RFO Section	Page #	Vendor Question	DIR Answer
28.	HUB	14	Document 01-RFO-DIR-CPO-TMP-570 Package 1 RFO Document - Final Pg 14 Under HUB Subcontracting Plan: Is it necessary for a reseller/vendor to be a hub vendor to participate in this solicitation? Can a NON-HUB vendor participate in this solicitation and state in the HUB SUBCONTRACTING PLAN(HSP) that they do not intend to subcontract? Are you able to confirm that it is only mandatory to fill out an HSP and not to become a HUB vendor or to have a HUB Plan in order to qualify for participation?	No, it is not necessary to be a HUB vendor to participate. Yes, a non-hub vendor can participate in this solicitation, and they will need to fill out the HUB subcontracting plan as required and fill out the correct section on self-performing.
29.	NA	NA	Could you please confirm if all required forms can be signed electronically by the authorized representative OR is it mandatory to get these forms manually signed in wet ink and scanned forms are then uploaded to BidStamp?	A DocuSign or other electronically verifiable signature will be accepted. A typed name in the required signature location will not be accepted as a "signed".
30.	Exhibit C	NA	RFO-DIR-CPO-TMP-570 Package 1 Exhibit C Customer Marketing and Support Plan: In Exhibit C, Contract Marketing and Customer Support Plan, please confirm if the page limit of 5 is non-exclusive of the questions/statements. In the template, total number of questions/statements are over two pages.	The page limit of 5 includes the questions and answers sections.
31.	2.2	6	Can DIR confirm that DIR-CPO-TMP-570 is for the ability to sell COTS software (and related software) other than Adobe, Microsoft, and Novell? I just want to make sure that I am understanding section 2.2 starting on pg. 6 correctly.	This RFO is for all types of software COTS and Related Services, the VAR portion of the RFO is just for Adobe, Microsoft, and Novell. Please see Package 2 Itemized pricing Tab 1 is for all software, <b>Tab 5a and 5b is for VAR only.</b>

#	RFO Section	Page #	Vendor Question	DIR Answer
32.	2.1	5 & 6	<p>RE: Software, Commercial Off-The-Shelf (COTS) RFO DIR-CPO-TMP-570 579, RFO document, Section 2.1 Products, pages 5-6.</p> <p>QUESTION: If a company proposes several products via their response to this RFO, is it possible that TX DIR would select some of those products and not others within a single respondent's proposal? Or if one or more products offered is not of interest to TX DIR, would the company's entire proposal be ineligible for award?</p>	Responses are evaluated based on the evaluation criteria set forth in the RFO, not based on the number of products being proposed.
33.	2.1	5 & 6	<p>RE: Software, Commercial Off-The-Shelf (COTS) RFO DIR-CPO-TMP-570 579, RFO document, Section 2.1 Products, pages 5-6.</p> <p>QUESTION: Is a Respondent's proposal including multiple software products selected for award on an all-or-nothing basis? Or can TX DIR choose to award a contract for only some of the Respondent's software product offerings, and not others?</p>	<p>NO, DIR will not be determining award on an all or nothing basis.</p> <p>RFO Section 1.2 states: 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. 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.</p>
34.	Package 2 Itemized Pricing Sheet	NA	RFO-DIR-CPO-TMP-570 Package 2 Itemized Pricing Sheet - Will DIR publish successful awardee's MSRP or only discounted DIR pricing?	Reference Package 3 A – Standard Terms and Conditions - Section 10.23 Public Information Act. DIR does not publish respondents' package 2 itemized pricing sheet as part of the solicitation process.
35.	2.11	10	After award of a TX DIR contract via this RFO, may vendors add COTS software products (that are within the scope of this RFO) to our offerings under this contract vehicle?	Yes, respondents may request to add products to an awarded contract.



#	RFO Section	Page #	Vendor Question	DIR Answer
36.	2.11	10	<p>RE: RFO Document, Section 2.11, Products and Services Offerings, page 10.</p> <p>QUESTION: If the selected vendors are allowed to add COTS software products to their offerings after award (within the scope of this RFO), what are the vendors' options for doing so?</p>	<p>Reference Contract Sample package # 3 of the RFO section 4.1 Product and Service Offerings. Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-570 for Software, Commercially Off the Shelf (COTS) and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.</p>
37.	3.7.1	8 & 9	<p>RE: RFO Document, Section 2.7, Electronic and Information Resources (EIR) Accessibility, pages 8-9; and Section 3.7.1, ACR Submission and Review, pages 17-18. QUESTION: We have been advised that ACRs/VPATs for our products should be completed by a third-party vendor. If ACRs/VPATs for any of our products are still in progress, and we submit an Accessibility Statement letter, as mentioned in section 3.7.1 of the RFO, will our proposal receive a lower evaluation score?</p>	<p>VPATs can be completed by anyone with knowledge of how the product tested against (conforms with) WCAG 2.0 AA success criteria. For VPATs in progress, an Accessibility Statement will suffice for a reasonable amount of time until the ACR is available. Evaluation is based on credibility of the accessibility documentation. The Accessibility Statement should be comprehensive included expected completion date, potential gaps in compliance, and how the vendor will accommodate the gaps in accessibility.</p>



#	RFO Section	Page #	Vendor Question	DIR Answer
38.	2.2	NA	We are an Oracle Partner. We resell Oracle software and perform "Related Services" for Oracle products. In the RFO Section 2.2 VAR, it states, "The authorized Resellers will provide the software and Related Services for Adobe, Microsoft, and Novell ONLY." By your definition in Exhibit L – Definitions of RFO, Related Services is defined as: "Services for the purpose of this RFO include, but are not limited to installation, configuration, maintenance and support." 1. Are related services to Oracle software unacceptable to this response? 2. How do we respond to the Related Services category for Oracle software? 3. Did you intend to exclude other software, like Oracle?	This is a software COTS solicitation, do not confuse the VAR section of the RFO with another section, Oracle is not part of the VAR product section, however Oracle is a COTS software and can be part of the regular section of the RFO response. Please see Package 2 Itemized pricing Tab 1 which is for all software, Tab 5a and 5b is for VAR only.
39.	NA	NA	Is the VPAT necessary because we take video in moving vehicles and drivers cannot be; blind or deaf.	The camera hardware does not need a VPAT because there is no user interaction (they are installed by vendor), but the software that captures the video should be accessible.
40.	NA	NA	We have an old VPAT for our product that is on another DIR contract. I read that we don't have to submit a new one. Is that correct?	If your product has not been versioned and the code affecting the interface has not changed, then an old ACR can be used. If there has been any change at all that affects the interface, a new VPAT is needed.
41.	NA	NA	How do I complete the VPAT?	The VPAT is a template that lists performance criteria for websites and applications. The product is tested against the success criteria for the corresponding function and conformance is measured as follows: Supports, Partially Supports, Does Not Support, and Not Applicable. Someone knowledgeable of how the product tested against WCAG 2.0 AA success criteria should complete the VPAT.

#	RFO Section	Page #	Vendor Question	DIR Answer
42.	NA	NA	How do we test our product? Do we do that internally or do we hire someone?	Testing can be done internally or by hiring a third-party tester. It is preferred that a person with a disability test the product.
43.	2.6	NA	Is an Online E-Commerce Store / Portal required to support the DIR COTS Contract in the case of an award?	No
44.	Package 2 Itemized Pricing Sheet	NA	Is Volume Licensing Pricing required to participate in this RFO?	NO
45.	3.9.3.5	NA	Exhibit D HUB Subcontracting Plan (HSP) - Will there need to be a HSP Notification sent out to notify potential Subcontractors for Each proposed COTS Brand? Clarification Provided: I am preparing to propose five (5) COTS Software Brands. Will I be required to provide proof of HSP Notifications for each of 5 COTS Software Brands?	Vendors responding to this RFO will be completing the HSP, the notification requirements are for prime vendors to communicate with HUB vendors or potential resellers for Method B. The HUB plan requirements is not based on each individual product being proposed.
46.	3.9.3.7	NA	Exhibit J Respondent References - Are there alternative submission options for Respondent References due to State Agency and Local Government Customers not being allowed to provide Customer References?	Yes, DIR will require the reference form to be submitted via email. To the extent a customer prefers to answer the questions orally, we ask that they indicate that preference on the form, along with other information they are willing to provide in writing to be contacted.
47.	Exhibit B	NA	RFO-DIR-CPO-TMP-570 Package 1 Exhibit B Respondent Experience - Question 4 - Can you please define "Market Segment"?	Market segments are defined as part of a larger market, often lumping individuals together based on one or more similar characteristics. Corporations and their marketing teams use various criteria to develop a target market for their products and services. For Question 4 the market segment is whatever market your company sales the products and services your company is proposing to sale to the State of Texas Customers.

#	RFO Section	Page #	Vendor Question	DIR Answer
48.	Exhibit B	NA	RFO-DIR-CPO-TMP-570 Package 1 Exhibit B Respondent Experience - Question 5 - Does "Local Governments" refer only to local governments within Texas or any and all local governments?	Texas Local Governments (City, County, etc..)
49.	Exhibit C	NA	RFO-DIR-CPO-TMP-570 Package 1 Exhibit C Customer Marketing and Support Plan / Question 9 - Can you please provide additional detail regarding the following: Reporting to be provided to DIR and when; On-boarding times; Order Tracking communications; and Follow-up process and timeline	Does your company currently have a "Service Level Agreement" for the products and services your company is proposing to sale to the State of Texas? If so, just attach your response as directed in Question 9. The bullet items listed are simply examples.
50.	Exhibit C	NA	RFO-DIR-CPO-TMP-570 Package 1 Exhibit C Customer Marketing and Support Plan / Question 9 - Can you provide details on the DIR order process? For example, does the vendor submit an order on behalf of the DIR customer or does the customer submit directly to DIR?	DIR Cooperative Contract Program, is a self-service program, where our customers order directly from vendors based on Cooperative Contracts awarded.
51.	Exhibit C	NA	RFO-DIR-CPO-TMP-570 Package 1 Exhibit C Customer Marketing and Support Plan / Question 9 - When referencing "on-boarding" does this reference from contract signature to go-live or is there another definition?	No, the on boarding plus the other items listed under Question 9 are simply examples of items that a service level agreement may cover. Please attach your company Service Level Agreement or simply answer that you do not have one.
52.	Exhibit C	NA	RFO-DIR-CPO-TMP-570 Package 1 Exhibit C Customer Marketing and Support Plan / Question 9 - Does "follow up process and timeline" refer to following up on an order?	No, the follow up process and timeline plus the other items listed under Question 9 are simply examples of items that a service level agreement may cover. Please attach your company Service Level Agreement or simply answer that you do not have one.
53.	NA	NA	Is DIR holding a conference next week? Also, the link to solicitation files herein needs updating.	Conference is March 1, 2023, at 1PM - ESBD was down but it is back up again.

#	RFO Section	Page #	Vendor Question	DIR Answer
54.	2.2	6	Package 1, Section 2.2, Value Added Resellers (VAR) [page 6] of the RFO Document specifically calls out Adobe, Microsoft, and Novell. Please confirm that Respondents can propose additional publishers beyond just those three.	For the VAR program DIR can only accept responses for the 3 brands we currently have volume Agreements with manufacturers. The RFO package 2 Tabs 1, 2,3 and 4 are for all other COTS.
55.	Exhibit J	NA	Package 1, Exhibit J, Reference Form references "Comprehensive Web Development and/or Managed Services". Can you please provide an updated form that asks the reference to evaluate the Vendor on the scope of this RFO?	The reference form has been updated and posted under Addendum 1 - Changed Web Development for Software and Related Services
56.	3.9.4.1	NA	Requirement: RFO 3.9.4.1 Automated Pricing Form in BidStamp Vendor Information System (VIS) Respondents must offer only one discount for each brand, product family or whatever group of Respondent's choice proposed. The discount shall be applied to all products within that brand, product family or whatever group of Vendor's choice. Question: Per RFO package 2 worksheet 5a. VAR product volume discount, Vendors must offer ONLY one (1) discount for each Publisher Category listed. This conflicts with section 3.9.4.1. Please provide detailed clarification.	Due to the addition of VAR to this Solicitation the volume discount can be confusing, however if you read the instruction on Package 2 Itemized Pricing the directions in the RFO document will make sense. Also, the Pre-Solicitation Conference video provides additional information that would be helpful when completing this form.
57.	3.6.2	NA	Section 3.6.2 appears to permit a Reseller to submit "links to the manufacturer accessibility documentation" in lieu of a completed ACR. Please confirm that a link to a software manufacturer's existing VPAT is acceptable in lieu of the reseller submitting a VPAT in the form of Exhibit E, Accurate Product VPATs.	Yes, a link to current ACRs on the manufacturer's website will be accepted, however DIR will not be responsible for links that do not work, and strongly encourages vendors to print ACRs and submit them to be sure.

#	RFO Section	Page #	Vendor Question	DIR Answer
58.	NA	NA	If a Successful Respondent has Authorized Resellers/Order Fulfillers under their DIR Contract, are the Authorized Resellers/Order Fulfillers permitted to perform services in connection with the resale of the software under the Successful Respondent's DIR Contract?	Each reseller must submit a LOA for each brand being proposed under this RFO, no previous links to current contracts or previous RFO's submissions will be accepted. If the respondent is proposing related services (installation, maintenance, etc.) To the software the respondent is authorized to resell, the respondent must include the related services in the Tab 3 of Bid Package 2. Services only are out of scope for this RFO.



59.	NA	NA	<p>The RFO currently prohibits "Services only (installation, configuration, interfacing, migration, maintenance, support, etc.) without also providing any associated software or SaaS product." Would DIR consider amending the RFO to permit "Services only" so long as the services are related to the brand of software or SaaS product that was awarded under the Successful Respondent's DIR Contract? Alternatively, would DIR consider amending the RFO to permit "Services only" so long as the services are related to the brand of software or SaaS product and previously sold by the Successful Respondent to the Customer from a previous DIR Contract? DIR Customers who purchased software from a Successful Respondent through an expired DIR contract may require standalone services (post implementation services, configuration, interfacing, migration, maintenance, support, etc.) and would not be able to obtain these services under the proposed terms of the RFP. DBITS contracts may not be friendly to configuration, post-implementation and simple maintenance due to these services generally being hourly services. ITSAC contracts are more oriented to staffing services rather than software technical/professional services, and as such, the rates for ITSAC, to be competitive for staffing, are much lower than the software-related technical/professional services. It would be helpful for these customers to acquire these services for a software-related contract designed for these types of services.</p>	<p><u>No, this RFO will not be awarded for vendors providing services only.</u> Only Related Services. DIR customers know that they can purchase services from any DIR Contracts for any previously purchased software. If the brand of software is on the current contract approved list the services can be purchased. the requirement that only software sold by a specific contract could be sale related services is no longer a valid requirement.</p>
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#	RFO Section	Page #	Vendor Question	DIR Answer
60.	NA	NA	Would DIR consider amending the term of the proposed awarded contract? Many customers seeking enterprise related software seek a long-term purchase, which equates to lower pricing. Customers may be hesitant to purchase off of a two-year contract. We suggest at least a four-year or longer base term of the contract with subsequent one-year renewals.	DIR anticipates the award of a 5-year contract (2 initial term, with 2 year renewal and a (2) 1 year optional extension. In addition, the contract has a Survivability Clause that customers may utilize as needed.
61.	Exhibit B	NA	-RFO-DIR-CPO-TMP-570 Package 1 Exhibit B Respondent Experience - Question 6 - Are you looking for a list of all state/local accounts outside of Texas that a respondent has a contract with?	DIR is requesting a list of Current Active Contracts a respondent has with any other entity in or out of the State of Texas. DIR is not looking for respondents Account information.
62.	NA	NA	Hi, we are planning on bidding on this. We are also currently engaged in providing services with several entities who wish to conduct purchases from us in the near term. Our question: Is it possible to submit our response early, since this isn't a single award but rather a selection process, and could it be reviewed prior to the 6/1 date indicated in the Solicitation? Thank you for your response.	DIR follows the State of Texas Procurement Laws and a solicitation response cannot be accepted, evaluated or opened prior to established solicitation opening date and time of 4/28/2023 2PM. No contract will be awarded outside of the process prior to evaluation and recommendation for negotiation.
63.	Exhibit J	NA	# RFO/Document Location/Cell Reference Question 1 Exhibit J Respondent References Form Question 1 Question 1 asks the customer's opinion re: "Comprehensive Web Development and/or Managed Services." Should we modify the form based on the category or categories the reference can provide feedback?	The reference form has been updated and posted with Addendum 1 - Changed Web Development for Software and Related Services

#	RFO Section	Page #	Vendor Question	DIR Answer
64.	3.9.3.7	NA	RFO 3.9.3.7 page 21 re: Exhibit J Respondent References We assume the same reference may be provided for multiple categories if the reference fits those categories. Is this correct?	The Reference form may be submitted for as many products and services as the respondent and customer agree to submit. The reference form has been updated and it will be posted with Addendum 1 - Changed Web Development for Software and Related Services.
65.	2.2	NA	RFO section 2.2 Value Added Resellers (VAR) pages 6-7 "DIR enters into Master License Agreements (MLA) with the software publishers named in this RFO to establish statewide pricing level/band or discount levels for software that is available through each of the software publisher's volume license program. DIR intends to contract with an authorized reseller or authorized resellers for these software publishers with which DIR has existing publisher agreements. The authorized Resellers will provide the software and related services for Adobe, Microsoft, and Novell ONLY. DIR reserves the right to make a single award for all the software publishers or multiple awards for each software publisher." Please confirm "ONLY" should be removed from the third sentence.	No, DIR can only enter VAR contracts for brands in which DIR currently has a master volume program agreement with the manufacturer. DIR is only requesting responses for VAR products as listed (NOVELL, ADOBE, and Microsoft) No other brands will be accepted for the VAR program.
66.	NA	NA	Regarding Microsoft Scope and its pricing: Q1) Is this bid intended to replace DIR-TSO-4061 and DIR-TSO-4092 for Microsoft used by the State of Texas?	DIR does not replace contracts, however the vendors that currently have contracts related to any of the RFOs being combined by this solicitation are encouraged to respond for the opportunity to receive new contracts.
67.	NA	NA	Regarding Microsoft Scope and its pricing: Q2) Is this an additional contract to add more vendors to sell Microsoft?	The Microsoft under the VAR program is a current volume program agreement DIR has with Microsoft. This solicitation is for DIR to award new VAR contracts. However, vendors not part of the VAR program with Microsoft may propose Microsoft products under the regular software section.

#	RFO Section	Page #	Vendor Question	DIR Answer
68.	NA	NA	Regarding Microsoft Scope and its pricing: Q3) Can the State provide more information about the amount Microsoft spent on this contract in previous years?	The RFO Document Section 1.3.6 table 2 shows the total amount spent by DIR for Software. If you need detail information for specific sales, you may request an open records request via the DIR portal.
69.	NA	NA	Regarding Microsoft Scope and its pricing: Q4) The products requested in package 2 Itemized pricing bid template 5b are either no longer available or at end of life; does State want us to provide wider catalog pricing for all the MS products or some of the major ones such as M365/O365/EMS/ Windows?	DIR expects the VAR vendors to update this list to show the current volume program products.
70.	NA	NA	Regarding Microsoft Scope and its pricing: 5a-VAR Product Volume Discount, it has mentioned under publisher discount level as Level d less 7.5% & 2%, is this 7.5% & 2% discount on the cost charged to a reseller or is it the discount on retail price? Shall our price be over that 7.5% and 2%? For example, if M365 E5 retail price to the reseller is 62.8 per user per month and the cost price to the reseller is 50.54 per user per month, so shall we quote our discount on (62.8-2%) or (50.54-2%)?	VAR - Volume discount is determined by the DIR volume agreement with the publisher, currently the discounts shown under TAB 5a, is the volume discount, vendors will provide additional discounts, which will be added to the DIR customer discount prices. Example DIR discount is 7.5% VAR vendor proposed an additional 2% discount = 8.5% is the discount DIR customers expect to receive from the product MSRP price when purchasing through the VAR program.
71.	NA	NA	Regarding Adobe Scope and its pricing: Q1) Is this bid intended to replace DIR-TSO-4052 for Adobe currently used by the State of Texas?	DIR does not replace contracts, however the vendors that currently have contracts related to any of the RFO's being combined by solicitation are encouraged to respond for the opportunity to receive new contracts.
72.	NA	NA	In regards to Adobe Scope and its pricing: Q2) Is this an additional contract to add more vendors to purchase Adobe?	The Adobe under the VAR program is a current volume program agreement DIR has with Adobe. This solicitation is for DIR to award new VAR contracts. However, respondents not part of the VAR program with Adobe may proposed Adobe products under the regular software section.

#	RFO Section	Page #	Vendor Question	DIR Answer
73.	NA	NA	In regards to Adobe Scope and its pricing: Q3) Can the State provide more information about the amount Adobe spent on this contract in previous years?	The RFO Document Section 1.3.6 table 2 shows the total amount spent by DIR for Software. If you need detail information for specific sales, you may request an open records request via the DIR portal.
74.	NA	NA	In regards to Adobe Scope and its pricing: Q4) The products requested in package 2 Itemized pricing bid template 5b are either no longer available or at end of life; does State want us to provide wider catalog pricing for all the Adobe products?	DIR expects the VAR respondents to update this list to show the current volume program products.
75.	NA	NA	In regard to Adobe Scope and its pricing: Q5) 5a-VAR Product Volume Discount, it has mentioned under publisher discount level as Points target: 100,000 + and 300,000+ points? It's hard to quote one single discount percentage level on all products, can we provide a cost-plus/ minus percentage model rather than discount percentage on retail price? Similarly for Microsoft, can we provide a cost plus/minus margin rather than a discount percentage? This is because cost of every product is different so it's hard to quote a blanket percentage discount percentage for every product.	DIR cooperative VAR program will not accept ranges or +/- discounts for this solicitation.
76.	Package 2 Itemized Pricing Sheet	NA	For the main categories mentioned under the 5b VAR Products pricing sheet, does a reseller quote just Microsoft and leave the other two products not interested in bidding? Can that lead to disqualification or give more points to a VAR who is bidding on all three?	Yes, respondents proposing under the VAR program can propose for all 3 or just 1 or 2.



#	RFO Section	Page #	Vendor Question	DIR Answer
77.	Package 2 Itemized Pricing Sheet	NA	For the main categories mentioned under the 5b VAR Products pricing sheet, does a reseller quote just Microsoft- can a reseller get just one product contract in these three categories or would all three be awarded to a single reseller?	The respondent will receive one contract for the solicitation response. If a vendor proposes, COTS software under Tab2 and Tab3 of the Pricing Sheet, and also proposes under the VAR program Tab5a and Tab5b, still will receive one contract.
78.	3.7.1	17	Document 01-RFO- Package 1 (Pg 17 3.7.1 3.7.1 ACR Submission and Review) Q) There are some products we sell that can only provide LOA, not the other two. Do you need VPAT/ACR for every product you've requested? Can we still add product just with LOA?	If a COTS software product owner does not provide resellers with an Accessibility Conformance Report (ACR) or completed VPAT), the vendor may not be able to sell the product, as DIR accessibility requirements are very clear. All Responses must include a Policy Driven Adoption for Accessibility (PDAA) self-assessment.
79.	Exhibit J	NA	Exhibit J- Vendor References Q) Vendors have been asked to get the forms filled out by the end customers. Most of our customers are willing to be called by DIR and share updates about Softchoice's work, but many are not willing to fill out the forms due to non-disclosure/privacy clauses. Is it possible to just add the detailed work done along with the customer's contact details instead of having them fill out the form?	The requirement is for the customer to provide the information and submit the form. Any request for a phone reference must come from the customer and must be requested prior to the due date for the submission of the reference forms. DIR reserves the right to accept/not accept a phone reference in lieu of the written reference requirement.
80.	3.9.5	3	In Package 1, the RFO Exhibit A, Respondent Information Section 13; P. 3 of 11, and in the RFO Document, Section 3.9.5, Exceptions to Requirements; P. 25, both documents reference Exhibit A1 as an excel sheet (.xlsx). However, Exhibit A1 is a Word Document. Should the reference be updated to reflect that it is a Word Document?	The document is being provided as a word document, please disregard the references to a Spreadsheet.

#	RFO Section	Page #	Vendor Question	DIR Answer
81.	1.2	NA	<p>Requirement: 1.2 Purpose The objective of this Request for Offer (RFO) is to solicit Responses from potential Respondents to provide Software, Commercial Off-the-Shelf (COTS) and Related Services, in addition DIR will be soliciting responses for Value Added Software from authorized resellers for software publishers with which DIR has established publisher agreements for volume license programs to DIR Customers, acting by and through the Department of Information Resources (DIR).</p> <p>Question: Please clarify the scope. Are respondents allowed to bid other Software Publishers beyond Adobe, Novell, and Microsoft?</p>	<p>The scope for this RFO is very clear, DIR is requesting respondents to propose all types of COTS software in any type of delivery available. The addition of the 3-volume program software referenced throughout the RFO as VAR are for the 3 manufactures referenced in the RFO (Microsoft, Adobe, and Novell). The addition of the VAR request does not change the RFO scope for COTS Software. vendors that currently have a VAR contract, a Case Management Contract and /or a Software contract, will respond to this solicitation for all products and if the vendor moves to the negotiations, it will be awarded one contract.</p>
82.	Package 2 Itemized Pricing Sheet	NA	<p>Requirement: TAB 1 Products Detail and TAB 2 - BidStamp BRAND</p> <p>Average Question: When bidding Adobe, Novell and/or Microsoft, are respondents required to complete 1. Product detail worksheet and 2. Brand Average? If so, there is no separate column for Publisher Category on price worksheet 2. Brand Average, we presume that we should use the Function column to distinguish the pricing by Publisher Category followed by All products (to indicate that regardless of the function all products will have the same discount for the respective Publisher Category). Another option is to allow respondents to add a column for Publisher Category. Please provide confirmation or provide detailed clarification.</p>	<p>This will be clarified in detail during the Pre-solicitation conference presentation. Tab1 will contain a detailed product list for every brand being offered along with each discount. Tab 2 will have only the average discount for all products within a brand which is carried over from Tab1. However, the VAR products will show only the additional discount being proposed. Tab 2 will have the VAR discount being proposed for these 3 products identified and clearly market, when entered into BidStamp. These 3 products will be entered individually.</p>

#	RFO Section	Page #	Vendor Question	DIR Answer
83.	Exhibit E	NA	Requirement: Exhibit E: VPAT (for COTS) - Question: May we provide links to the publisher's VPAT's?	Yes, Links can be provided under Package number 2 of the RFO response documents, next to the product list; or you may create a document and name it ACR/VPAT links either way it will be accepted. NOTE: DIR will not be responsible for links that do not work, and strongly encourages vendors to print ACRs and submit them to be sure.
84.	3.4.1	NA	Requirement: 3.4.1 HUB Subcontracting Plan Question: We are considering using HUBs as resellers/order fulfillers. However, we are uncertain how that works. Would the state please share some additional information on how that works?	Please contact the HUB office via email at <a href="mailto:dir.hub@dir.texas.gov">dir.hub@dir.texas.gov</a> for a detail training on how the HUB program works.
85.	3.4.1	NA	Requirement: 3.4.1 HUB Subcontracting Plan Question: May a DIR customer issue the PO and make payment to the HUB reseller?	Please contact the HUB office via email at <a href="mailto:dir.hub@dir.texas.gov">dir.hub@dir.texas.gov</a> for a detail training on how the HUB program works.
86.	3.4.1	NA	Requirement: 3.4.1 HUB Subcontracting Plan Question: are respondents that Self-perform required to provide Prime Contractor Progress Reports? Is the report required monthly whether or not customer was invoiced on a given month?	Please contact the HUB office via email at <a href="mailto:dir.hub@dir.texas.gov">dir.hub@dir.texas.gov</a> for a detail training on how the HUB program works.
87.	Exhibit J	NA	Requirement: Exhibit J Respondent References Question: If we provide more than 3 references will the state evaluate the 3 highest scoring references?	DIR will consider the first three references received.

#	RFO Section	Page #	Vendor Question	DIR Answer
88.	4.2.2	NA	Requirement: 4.2.2 Weighted Evaluation Criteria 3.9.3.7.? Respondent? S references will be evaluated in accordance with Section 4.2.2 Weighted Evaluation Criteria.? Question: We did not see Respondent References listed in the weight evaluation criteria. Is this requirement part of another category? If not, will you please detail how the references will be evaluated?	References are part of the Exhibit B evaluation Criteria; it is part of the vendor experience overall score.
89.	4.2.2	NA	Requirement: 4.2.2 Weighted Evaluation Criteria 3.9.3.7.? Respondent? S references will be evaluated in accordance with Section 4.2.2 Weighted Evaluation Criteria.? Question: How much weight will total estimated contract dollar amount account for in the state? weighted evaluation criteria?	There are no weighted evaluation criteria for dollar amounts in the RFO. Vendor may need to clarify these questions.
90.	Exhibit J	NA	Requirement: Exhibit J Respondent References Question: Does the State require 3 total references, or is it 3 per Publisher?	A minimum of 3 references in total, 3 customers total is required. Reference does not have anything to do with how many products the vendor is proposing.
91.	Package 2 Itemized Pricing Sheet	NA	Requirement: Package 2 Itemized pricing sheet - on the Instructions tab (line 11), it states " Respondent shall provide a link to Manufacturer Suggested Retail Published Pricing List.? Question: Where should these links be included our response?	This line has been removed under the revised package 2 under addendum 1
92.	Exhibit J	NA	Requirement: Exhibit J Respondent References Question: Must the reference customer be an Adobe licensing customer if we are bidding Adobe?	NO, it is reference of your company experience with your customers.

#	RFO Section	Page #	Vendor Question	DIR Answer
93.	Package 2 Itemized Pricing Sheet	NA	Requirement: RFO package 2 itemized pricing sheet, 5b VAR Products Pricing Sheet Question: May bidders add the formula for the DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%) to Worksheet 5B?	Yes, Vendors may add the formula, Package 2 Revised per addendum 1 will have the formula.
94.	Package 2 Itemized Pricing Sheet	NA	Requirement: RFO package 2 itemized pricing sheet Question: 5b VAR Products Pricing sheet - some of the part numbers are discontinued. May the respondent provide currently available part numbers instead? Or will DIR update this worksheet to include only currently available part numbers?	The information provided in an example. Respondents should provide the actual information to include accurate and updated part numbers.
95.	Package 2 Itemized Pricing Sheet	NA	Document: 14-RFO-DIR-CPO-TMP-570 Package 2 Itemized Pricing Sheet.xls Q: We have reviewed current pricing from comparable companies and notice most do not provide specific pricing but only MSRP discount % and Unit of pricing, is that typical and acceptable?	No, what you are seeing under the DIR page Appendix C pricing sheet is the final negotiated discounts to be posted on the web site. The vendor is required to post pricing in the awarded contract requirements Web Page. Vendors must submit pricing under Package 2.
96.	Standard Terms and Conditions Section 4.9	9	Document: 15-RFO-DIR-CPO-TMP-570 Package 3 A-DIR Standard Terms and Conditions (December 2021 - Final).pdf Section 4.9 Data Location, page 9 Q: Data hosting is provided by Microsoft Azure in European instances. Is this acceptable?	No, the data location is a Texas Legislative requirement. This RFO does not cover Data Hosting Services. However, these are the types of things you will list under the Exhibit A1 Exceptions. Just follow the directions for this section and if/and when your company moves to Negotiations these items will be negotiated with DIR Legal.



#	RFO Section	Page #	Vendor Question	DIR Answer
97.	Standard Terms and Conditions Section 5.1.1	9	Document: 15-RFO-DIR-CPO-TMP-570 Package 3 A-DIR Standard Terms and Conditions (December 2021 - Final).pdf Section 5.1.1? Work Product? page 9 and; Section 5.2 Ownership, page 11 Q: Our data is deliverable rather than a? work for hire? product. Is it acceptable to re-define the work product and identify what will be? owned? by the customer and what the customer will be given a license to?	These are the types of things you will list under the Exhibit A1 Exceptions. Just follow the directions for this section and if/and when your company moves to Negotiations these items will be negotiated with DIR Legal.
98.	Standard Terms and Conditions Section 7.11	17 & 18	Document: 15-RFO-DIR-CPO-TMP-570 Package 3 A-DIR Standard Terms and Conditions (December 2021 - Final).pdf Section 7.11 Trade Show Participation, pages 17-18 Q: Please provide examples of a trade show and a range of costs to the respondent.	The price for events varies from event to event. Please check the DIR Calendar for posted information on DIR events.
99.	NA	NA	RFO Package 3 C? Sample Service Agreement Section 2.3 Payment Type describes Services provided on a time and materials (T&M) basis. May services be contracted on a Firm Fixed Price (FFP) basis?	That is a sample document, Service agreements are usually made at the customer level. Under Package 2, Tab 3 vendors will list the type of services they provide and the unit of measure for these services.
100.	3.4.1	NA	Requirement: 3.4.1 HUB Subcontracting Plan Question: May 1099 employees qualify as a HUB.	The HUB Subcontracting plan is for vendors to provide opportunities, to Resellers and Subcontractors. A Employee regardless of how it is paid, is a company Employee and it does not qualify as a HUB.

#	RFO Section	Page #	Vendor Question	DIR Answer
101.	NA	NA	<p>Marketing Engagement Questions and Answers Questions 68 "Per the Marketing Engagement Questions and Answers, ""if a COTS standard commercial term i.e., a EULA or License / Service agreement requires a DIR customer to sign this document outside of the Purchase Order signature, such documents are to be reviewed, redlined, and approved by DIR Legal and become part of the negotiated contract appendices. NOTE: this does not include shrink-wrap software agreements." Most respondents will be responding on behalf of software publishers with commercial terms that are offered through 1) shrink-wrap agreements; and/or 2) agreements that require additional negotiation / a DIR customer signature. Question: In the interest of expediting contract negotiation/award process, will DIR consider awarding contracts to respondents / software publishers with shrink-wrap agreements through a separate process than respondent / software publishers with agreements that require further negotiation (and signature)?"</p>	<p>This requirement has been deleted from this solicitation see, Addendum 1</p>

#	RFO Section	Page #	Vendor Question	DIR Answer
102.	Standard Terms and Conditions Section 5	NA	<p>"Attachment A - Appendix A - DIR Standard Terms and Conditions Section 5, Intellectual Property Matters" 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? As agreed under the software supply agreements, the customer is provided limited use of the application and storage processes. We are seeking confirmation that the ownership of all developed processes remains the property of the vendor and the customer's ownership rights are limited to storable data products produced through the use of the vendor. Supplied applications.</p>	<p>These are the types of things you will list under the Exhibit A1 Exceptions. Just follow the directions for this section and if/and when your company moves to Negotiations these items will be negotiated with DIR Legal.</p>

#	RFO Section	Page #	Vendor Question	DIR Answer
103.	NA	NA	<p>"Marketing Engagement Questions and Answers Questions 67" "Per the Marketing Engagement Questions and Answers, ""if a COTS standard commercial term i.e., a EULA or License / Service agreement requires a DIR customer to sign this document outside of the Purchase Order signature, such documents are to be reviewed, redlined, and approved by DIR Legal and become part of the negotiated contract appendices. NOTE: this does not include shrink-wrap software agreements." Most respondents will be responding on behalf of software publishers with commercial terms that are offered through 1) shrink-wrap agreements; and/or 2) agreements that require additional negotiation / a DIR customer signature. In the interest of expediting the contract negotiation/award process, will DIR consider allowing respondents to submit two separate responses (one response for software publishers with commercial terms in a shrink-wrap agreement, and one response for software publishers with commercial terms that require additional signatures/negotiation?)"</p>	<p>This requirement has been deleted from this solicitation see, Addendum 1</p>
104.	NA	NA	<p>RFO Document - Final Will DIR accept multiple responses from a single company in response to this solicitation?</p>	<p>No, DIR will not consider multiple responses from the same company.</p>
105.	NA	NA	<p>RFO Document - Final In the event that a company provided multiple responses to this solicitation and those responses each met the criteria to receive an award, would DIR award multiple contracts to a single company in response to this solicitation?</p>	<p>No, DIR will not consider multiple responses and DIR will not be awarding multiple contracts to the same company.</p>

#	RFO Section	Page #	Vendor Question	DIR Answer
106.	NA	NA	<p>Our company (Prime TX DIR Bidder) has acquired several companies that all have COTS applications. Each company also has their own individual Tax IDs, and they are currently being consolidated under the Prime TX DIR Bidder's Tax ID. The consolidation is planned to be completed in the 3rd Quarter of 2023. Q. 1 What are our options for bidding on the current TX DIR COTS RFO?</p>	<p>All respondents to this RFO will need to submit their proposal in accordance with their legal structure and authorized selling authority at the time the proposal is submitted in accordance with the RFO requirements. The respondent will be evaluated and scored based on what is submitted in the proposal. Any changes to a company's structure and/or selling authority (authorized reseller/manufacturer) after the evaluation period has concluded will be considered on a case-by-case basis. Depending on what the company's changes include, DIR, at its discretion, will determine if the submitting entity will continue to the next phase of the negotiation/award process and whether or not changes to proposed offerings will be allowed.</p>
107.	NA	NA	<p>Our company (Prime TX DIR Bidder) has acquired several companies that all have COTS applications. Each company also has their own individual Tax IDs, and they are currently being consolidated under the Prime TX DIR Bidder's Tax ID. The consolidation is planned to be completed in the 3rd Quarter of 2023. Q.2. Would we be able to bid as the Prime TX DIR Bidder with our COTS solutions and include the COTS solutions of the acquired companies by submitting Manufacture Letters of Authorization (Pg. 24 Section, 3.9.4.4 of 01-RFO-DIR-CPO-TMP-570 Package 1 RFO Document - Final) for each acquired company's COTS solution being proposed?</p>	<p>All respondents to this RFO will need to submit their proposal in accordance with their legal structure and authorized selling authority at the time the proposal is submitted in accordance with the RFO requirements. The respondent will be evaluated and scored based on what is submitted in the proposal. Any changes to a company's structure and/or selling authority (authorized reseller/manufacturer) after the evaluation period has concluded will be considered on a case-by-case basis. Depending on what the company's changes include, DIR, at its discretion, will determine if the submitting entity will continue to the next phase of the negotiation/award process and whether or not changes to proposed offerings will be allowed.</p>



#	RFO Section	Page #	Vendor Question	DIR Answer
108.	NA	NA	Our company (Prime TX DIR Bidder) has acquired several companies that all have COTS applications. Each company also has their own individual Tax IDs, and they are currently being consolidated under the Prime TX DIR Bidder's Tax ID. The consolidation is planned to be completed in the 3rd Quarter of 2023. Q.3. Furthermore, following the award would the Prime TX DIR Bidder be able to modify the contract to reflect the finalized change of ownership?	All respondents to this RFO will need to submit their proposal in accordance with their legal structure and authorized selling authority at the time the proposal is submitted in accordance with the RFO requirements. The respondent will be evaluated and scored based on what is submitted in the proposal. Any changes to a company's structure and/or selling authority (authorized reseller/manufacture) after the evaluation period has concluded will be considered on a case-by-case basis. Depending on what the company's changes include, DIR, at its discretion, will determine if the submitting entity will continue to the next phase of the negotiation/award process and whether or not changes to proposed offerings will be allowed.
109.	NA	NA	Following contract award if the Prime Bidder Company is acquired by another company. What happens to the awarded DIR Contract? Can a previously awarded contract be amended to reflect the change in ownership?	These are handled on a case-by-case basis. Generally speaking, in the event of an acquisition the contract assignment process is completed through a formal contract amendment with the acquiring company and DIR.
110.	NA	NA	Contract modifications: Can an awarded contract be modified during the life of the contract to add additional COTS solutions?	Yes, please read Contract Sample package # 3 of the RFO section 4.1 Product and Service Offerings. Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-570 for Software, Commercially Off the Shelf (COTS) and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.
111.	Exhibit I	NA	Exhibit I: Certification of OFF Premise Customer Services Do we need to fill this out if we only conduct installation and training on customer premises? Otherwise, we are off premise	No, however you will need to provide all the required insurance listed under the DIR Standard Terms and Conditions Section 10:15 Required Insurance Coverage.

#	RFO Section	Page #	Vendor Question	DIR Answer
112.	NA	NA	Will DIR retain ownership on a bidder's IP if awarded?	These are master contracts for DIR customers and not contracts directly with DIR. Please refer to RFO Bid Package 3, DIR Standard Term and Conditions for the term regarding Intellectual Property (IP). This RFO is for COTS (Commercial Off-The-Shelf) Software. As such, most if not all offerings will not have IP associated with them.
113.	NA	NA	Please provide a link to that place to download the documents from.	The Solicitation Documents can be downloaded from the Texas State Comptrollers Web Site Electronic Business Daily (ESBD). This site works better when using google chrome. It is better if you copy and paste this link to the google chrome search bar. <a href="http://www.txsmartbuy.com/esbddetails/view/DIR-CPO-TMP-570">www.txsmartbuy.com/esbddetails/view/DIR-CPO-TMP-570</a> Also see Addendum 2 Attachment B for detail instructions to navigate the State Comptrollers Site to find the documents if the links available do not work.
114.	NA	NA	Will a recording of today's pre-proposal conference be provided to vendors?	Yes, See Addendum 1
115.	NA	NA	Exhibit A1: Exceptions - Do you want us to propose additional terms and conditions in this section or wait until contract negotiations	All Exceptions must be requested with your response, please follow the instructions set forth in the RFO document Section 2.8 Proposed Changes and Exceptions.
116.	NA	NA	Does Exhibit A need a wet signature or is a digital signature appropriate/acceptable?	A DocuSign or other electronically verifiable signature will be accepted. A typed name in the required signature location will not be accepted as a "signed".
117.	NA	NA	We have a contract that was awarded for a base year and four option years. We completed the base year successfully, but the agency did not exercise the options because they lost funding. We regularly use this an account as a reference. Does not exercising the options considered a cancelled contract?	Yes, it is considered a cancelled contract, and it needs to be listed under Exhibit A, however it can also be used as a reference for the successful year completed.

#	RFO Section	Page #	Vendor Question	DIR Answer
118.	NA	NA	Do all signatures need to be wet signatures or are e-signatures allowed on any of the exhibits?	A DocuSign or other electronically verifiable signature will be accepted. A typed name in the required signature location will not be accepted as a "signed".
119.	NA	NA	Can a COT software be added to HSP plan of more than one prime vendor?	The HSP form does not require that a product (COTS Software) is listed for each subcontractor, however a sub-contractor or Reseller can be listed in several prime responses for this solicitation.
120.	NA	NA	Will the recording for this call be shared with the respondents registered for this meeting?	The recording information has been provided under Addendum 1.
121.	NA	NA	Do we need to have our references, fill out a reference form and send it directly to DIR? Or just mentioning references name and contact info on the response document is sufficient?	No, a vendor cannot provide information for your references, each reference must come from the customer through the RFO email box listed under Exhibit J.
122.	Exhibit J	NA	When can we expect the updated exhibit J?	This form has been provided under Addendum 1.
123.	Exhibit F	NA	Do you need a separate Exhibit F for each reference or should all references be listed in one Exhibit F response?	Each reference must provide a separate reference form. The respondent may provide the same respondent information at the top of each reference form.
124.	Exhibit I	NA	Question on Exhibit I - If we need to go on customer premises for installation and training, do we need to fill out this form?	No, however you will need to provide all the required insurance listed under the DIR Standard Terms and Conditions Section 10:15 Required Insurance Coverage.
125.	NA	NA	Is the VPAT requirement for Primes, subs, or everyone?	Accessibility Conformance Reports (ACRs (completed VPATs)) are required for each software product being proposed under this solicitation regardless of who is submitting the response (vendor, subs or primes, or resellers).
126.	NA	NA	Regarding 3 References. Can this be 3-Commercial References or only 3-Government References?	References can be from any customer your company has sold the products and services under the scope of this solicitation.
127.	NA	NA	How many companies will be awarded a contract with DIR? Is there a maximum number of contracts to be awarded?	DIR will award as many contracts as needed to fulfill the needs of our customer base and be in the best interest of the State.

#	RFO Section	Page #	Vendor Question	DIR Answer
128.	NA	NA	What if the software is delivered through the Cloud?	This RFO does not have any restrictions on the software delivery method. Cloud-based software delivery systems are allowed.
129.	NA	NA	Will this PowerPoint Presentation be provided to participants after the zoom call?	This has been provided under Addendum 1
130.	NA	NA	How will the different software solutions that serve different purposes be classified and awarded?	Each respondent's proposed pricing and corresponding discount off the MSRP/List Price is considered as part of the total weighted evaluation score. Respondents should make their best offering and not assume that they will have the opportunity to provide a better discount during the process.
131.	NA	NA	We are a Value-added reseller for another company (not Adobe, Microsoft, or Novell), and we currently have a DIR contract. Does this mean that we cannot respond to this RFO?	The scope of this RFO includes all COTS (Commercial Off-the-Shelf) software providers and/or authorized Value-Added Resellers (VAR) for Microsoft, Adobe, or Novell. Currently, DIR is not considering additional VAR resellers as a part of this RFO. If the respondent can provide any of the three VAR offerings in this RFO or any COTS software offering as described in the Scope section of the RFO, a respondent is eligible to respond.
132.	NA	NA	Regarding 3 References, can references be outside of the United States, and/or can they include Canada?	References can be from any customer your company has sold the products and services under the scope of this solicitation.
133.	Exhibit J	NA	For the Exhibit J Reference Form - vendors do not submit this directly with our bid response, correct? Or do we need to include a copy with our response, even though the form says the reference must email it directly to the DIR email address provided?	Correct, Exhibit J, Reference Form will be submitted by the customer providing the reference through the RFO email provided in this form. Vendors are not required to provide this form with their responses.
134.	NA	NA	What about integration of our solution to other DIR customer's products? That may require some development effort to integrate.	If the integration development <b>does not require the change of a software core code</b> , as defined in the RFO out of scope section.



#	RFO Section	Page #	Vendor Question	DIR Answer
135.	NA	NA	Is any application software with some configurations and implementation, be considered part of this scope?	A COTS Software configuration and implementation are part of the RFO scope and can be proposed.
136.	NA	NA	Is it possible to offer a blended pricing response? i.e., a COTS software brand using ELA pricing and COTS software brand without ELA pricing	Yes, if the ELA pricing you are proposed means ( <u>Enterprise license agreement (ELA)</u> ) is a contract between a customer and a vendor that allows purchase of a software product for a company at a discounted, fixed rate for a certain time period. At the end of the contract, the customer can usually opt to extend maintenance for an additional year at the discounted ELA price).
137.	NA	NA	Is there any percentage limitation in terms of the scope of the contract for subcontractors? (e.g., Some jurisdictions allow up to 50% of the contract to be performed by the subcontractor and the rest for the prime contractor)	No
138.	NA	NA	Were a vendor looking to sell on the DIR via a VAR/Distributor (Carahsoft). Can we submit our documentation to work with multiple VAR/ Distributor (i.e., Carahsoft, and SHI)?	A vendor cannot respond to this Solicitation to be a reseller under a current or future prime vendor. A vendor may contract with several primes and be listed under several primes HUB Subcontracting Plan. There are no restrictions on how may prime HUB Subcontracting plans a vendor can be contracted.
139.	NA	NA	Please repeat --- Are these renewals after five years? What are the total number of years?	This contract has a 2-year initial contract, a 2-year renewal and a 2 (1)-year extension. All renewal terms are to be exercised at DIR discretion. See Package 3 Contract Sample Section 2 Contract Term.
140.	NA	NA	Will DIR process TX Ramp interim based on award of this contract?	No
141.	NA	NA	The website we need to establish, can we require login and have an account verification? We do not want the public to see the rates we are offering Texas.	No, there are other methods to provide pricing in the web page without making the MSRP available to the public, reference Package 3 DIR Standard Terms and Conditions Section 7.2 and Package 3 Contract Sample Section 7.



#	RFO Section	Page #	Vendor Question	DIR Answer
142.	NA	NA	What was the name of the criteria that VPAT was examined with?	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.
143.	NA	NA	What if there are inaccuracies in my Duns and Bradstreet financial report? Can I provide additional information to address the inaccuracies?	Yes
144.	NA	NA	How will awards be prioritized? Will it be based on the order of responses received? So first in, first out to get awarded?	DIR receives all responses at the same time as the BidStamp portal does not allow access to the responses until the official closing date and time for the RFO. The recommendation of award will be determined after evaluations are completed and it will be determined by DIR at the DIR discretion based on the best interest for the State.
145.	NA	NA	If I own an existing DIR contract as prime vendor and now, I'm offering my services to other vendors as a sub, do I have to offer the exact same pricing I offer as a prime as a sub?	Please refer to the terms and conditions regarding pricing and customer discounts in your cooperative contract.
146.	NA	NA	Will this presentation be made available to vendors?	Yes, it has been provided under Addendum 1
147.	NA	NA	Are Letters of Authorization required for the software brands being offered or will a standard reseller agreement suffice?	As long as the reseller agreement <u>list the individual brands</u> and products being authorized for sale, a single agreement will suffice.
148.	NA	NA	We are currently under DIR-TSO-4278 which expires 12/2024. Do we need to bid on this or are we allowed to extend the contract?	Any contracts under the solicitation numbers posted in the RFO will reach the end of life upon expiration of the contract. If a current contract holder would like to have the opportunity to continue as a software vendor under the cooperative contracts program, they will be required to submit a new proposal under this RFO.

#	RFO Section	Page #	Vendor Question	DIR Answer
149.	NA	NA	If we have a 3rd party accessibility firm perform our VPAT, do you have author preference? (i.e., should we submit it on our own letterhead or is the 3rd party accessibility firm's form okay)	There is no preference on who completes the Accessibility Conformance Reports (ACRs (completed VPATs)). Best practice is for a person with knowledge of how the product is tested against standards to complete the VPAT. ACRs can be submitted on letterhead if version 2.3 or higher is used and information from the original VPAT version is included.
150.	NA	NA	On BidStamp the link to RFO documents is broken.	The Solicitation Documents can be downloaded from the Texas State Comptrollers Web Site Electronic Business Daily (ESBD). This site works better when using google chrome. It is better if you copy and paste this link to the google chrome search bar. <a href="http://www.txsmartbuy.com/esbddetails/view/DIR-CPO-TMP-570">www.txsmartbuy.com/esbddetails/view/DIR-CPO-TMP-570</a> . Addendum 2 Attachment B for detail instructions to navigate the State Comptrollers Site to find the documents if the links available do not work.
151.	NA	NA	As a VAR, I'm constantly adding new solutions to my line card based on customer needs and new technologies. Am I able to add new COTS software solutions after the contract award?	Yes, please read Contract Sample package # 3 of the RFO section 4.1 Product and Service Offerings. Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-570 for Software, Commercially Off the Shelf (COTS) and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

#	RFO Section	Page #	Vendor Question	DIR Answer
152.	NA	NA	FYI. The "View Solicitation Button" in BidStamp for 570, is a broken link.	The Solicitation Documents can be downloaded from the Texas State Comptrollers Web Site Electronic Business Daily (ESBD). This site works better when using google chrome. It is better if you copy and paste this link to the google chrome search bar. <a href="http://www.txsmartbuy.com/esbddetails/view/DIR-CPO-TMP-570">www.txsmartbuy.com/esbddetails/view/DIR-CPO-TMP-570</a> . Addendum 2 Attachment B for detail instructions to navigate the State Comptrollers Site to find the documents if the links available do not work.
153.	NA	NA	What software category does software training fall into?	COTS Software - Training Category - NIGP Code (208-66) Professional: Computer Training, E-learning, Hospital/Pharmacy, Legal, etc. Software, Microcomputer.
154.	NA	NA	Are VPAT's required for software training?	Yes, training software does require an Accessibility Conformance Report (ACR) or completed (VPAT). Training documentation must be in an accessible format.
155.	NA	NA	We sell by the Tier i.e., 1-20 = \$1,600, 21-35 - \$2,400 etc. How should I present to DIR?	First you must respond based on the Software brand and functional category, then under Tab 1 list the different packages you provide and what discount you will offer under this Solicitation.
156.	NA	NA	Will we have access to a recording of the Prebid meeting?	This has been provided under Addendum 1
157.	NA	NA	Also, would you prefer a Per User MSRP and then the discount?	Your Choice, please review the recording of the pre-solicitation conference Package 2 Itemized Pricing section, it goes into details of how to fill out the pricing form and how to deal with volume discounts.
158.	NA	NA	Can we just bid on Microsoft and put Adobe/Novell as NA if we want to? or do we have to bid on all three as a VAR?	Yes, a vendor may respond to one, two or all 3 VAR options.
159.	NA	NA	If the prime who is responding to the bid is not a VAR for Adobe, Microsoft, or Novell, if they partner with a company that is a VAR would this be acceptable if the VAR is listed as a subcontractor or reseller?	No, a prime can only respond to the VAR section if they are a certified VAR reseller, if they are partnering with a VAR certified reseller they will be listed under the Prime VAR vendor HUB subcontracting plan.

#	RFO Section	Page #	Vendor Question	DIR Answer
160.	NA	NA	On the Products Detail tab of the Pricing Sheet: If we have tiered pricing, do you want us to list each tier for each product line? Or just the minimum tier for each product line?	Your Choice, please review the recording of the pre-solicitation conference Package 2 Itemized Pricing section, it goes into details of how to fill out the pricing form and how to deal with volume discounts.
161.	NA	NA	Will software license agreements only be required after award?	Software License Agreements may / or may not be requested at the time of negotiations. However, respondents will be required to post software agreements in the contract web page after award.
162.	NA	NA	Will these state software products be available to TxDOT?	Yes, the DIR Cooperative Contract Program Contracts are available for use to all DIR Customers base.
163.	NA	NA	Under Law Enforcement COTS category, are there any features the state is looking for? This may help us not to bid if any features are missing in our current COTS product.	The Cooperative Contract Program does not cover specific specifications and detailed requirements for individual customers, that is decided by our customers at the time they are looking for a specific product. Therefore, if you have COTS software for Law enforcement please respond.
164.	NA	NA	If we are a software reseller, where the customer issues a PO or signs the vendor's contract, it is not our contract. Does this type of engagement fit this contract?	The Cooperative Contract Program is a self-serve program, the DIR customer will issue a Purchase Order to the Prime contract and the Prime will be responsible to engage with its resellers according to the Prime and Reseller contract terms and conditions.
165.	NA	NA	I am not too sure if this RFO applies to us. We are a traffic signal equipment distributor. We deal with remote traffic monitoring software called Centracs... would this type of software apply to this RFO? or is this more along the lines of actual Off the Shelf software (adobe, Microsoft, Etc.)	If your Traffic Signal Monitoring software is considered COTS and is ready for use, you should respond to this Solicitation, as the Turnkey solution options will allow you to market and sell the equipment along with the software as a solution package to DIR customer base.



#	RFO Section	Page #	Vendor Question	DIR Answer
166.	NA	NA	VPATs typically are sent once a customer selects a product. Sending all VPATs with a bid package can be very cumbersome, especially with multiple companies responding with the same brand. Can a company reference that VPATs are available by the manufacturer for each product rather than sending full VPATs for every company responding to the RFO?	No, each prime vendor will provide an Accessibility Conformance Report (ACR) or completed (VPAT) for the products being offered under the solicitation response. There is a way to facilitate a large volume of these ACRs. Please listen to the conference presentation section Mandatory submission and review slide 76 regarding options on how to provide these documents. Missing ACRs will impact the pass/fail score.
167.	NA	NA	Do we need to submit a Manufacturer Letters of Authorization if we are the only manufacturer of our products?	No, you will provide a letter that states you are the developer and/or manufacturer of the products you are proposing.
168.	NA	NA	We have received LOAs from OEM's but are having trouble receiving VPATs/ACRs. Are we still able to quote those OEMs/vendors with just an LOA and no VPAT/ACR?	Most OEM's have Accessibility Conformance Reports (ACRs) or completed (VPATs) posted on their web site, and you may provide links to these documents as well as actual documents. If a COTS software product owner does not provide resellers with an Accessibility Conformance Report (ACR) or completed (VPAT), the vendor may not be able to sell the product, as DIR accessibility requirements are very clear. NOTE: DIR will not be responsible for links that do not work, and strongly encourages vendors to print ACRs and submit them to be sure.
169.	NA	NA	Is this solicitation prepared as a NASPO cooperative contract as well?	No, DIR is its own Cooperative Contract Program.
170.	NA	NA	If a company is FedRAMP ready and StateRAMP ready, will this suffice for the TX RAMP requirement?	Please refer to the TX-RAMP Manual, FAQs, and additional information provided on DIR's website: <a href="https://dir.texas.gov/information-security/texas-risk-and-authorization-management-program-tx-ramp">https://dir.texas.gov/information-security/texas-risk-and-authorization-management-program-tx-ramp</a>



#	RFO Section	Page #	Vendor Question	DIR Answer
171.	NA	NA	Is it okay for a reseller to not include any HUB partners under method B? Do we still need to include them in our HUB plan?	Yes
172.	NA	NA	In Exhibit A: Canceled Contracts. I assume this only applies to any contracts that were canceled (either by the vendor or the customer) prior to fulfilling the contract term. Canceled contracts do not apply to situations where a contract term was satisfied, but a customer opted not to pursue a subsequent renewal term, thereby terminating the business relationship	Correct, this section does not require disclosure of contracts that expired after a customer declined to exercise an optional contract renewal.
173.	NA	NA	If a company offers multiple software products, unrelated to each other, does DIR prefer separate submissions for each product? Or does DIR prefer to receive a single submission with each software product noted in separate pricing line items?	Please review the Conference recording for the Pricing Section, the detail provided for filling our Package 2 itemized pricing sheet, will assist you in providing your response for all products under one response.
174.	NA	NA	Has DIR already received discounted pricing from Microsoft, if so, is there a CPS or pricing details you can share with us, or is that listed on BidStamp?	DIR does not have specific pricing from Microsoft, the agreement is based on the VAR volume discount program.
175.	NA	NA	Vania mentioned page numbers while going over the proposal format slides (e.g., 5 pages for vendor history; 5 pages for marketing plan); are these official page limits and if so, where can they be located? Or will they be released in an addendum?	This requirement is listed under Exhibit C - "In no more than five (5) pages total, non-inclusive of the requested attachments, Respondent must provide a plan that describes the Respondent's ability and strategy for promoting and supporting the contract, if awarded. The plan must include the information listed below. " And under Exhibit B as well.
176.	NA	NA	On the pricing sheet, if we (the vendor) are NOT a VAR, do we ignore tab 5 or do we need to explicitly state on tab 5 that we are not a VAR	If a respondent is not a VAR provider just leave tab 5 blank.

#	RFO Section	Page #	Vendor Question	DIR Answer
177.	NA	NA	could you clarify, yes, we can extend the contract or yes, we need to bid?	If you are a current DIR vendor under any of the listed RFO in Slide 16 of the presentation, you must respond to this solicitation.
178.	NA	NA	Bullet 3 states no redlines to DIR Standard Ts and Cs. Is that Appendix A?	Yes, under Package 3A - DIR standard Terms and Conditions. Respondents must list all exceptions in Exhibit A1, document.
179.	NA	NA	Is there a section that outlines the reporting requirements (once an award has been made)?	Yes. Please refer to Section 9.2 of the DIR Standard Terms and Conditions.

Addendum 1 Attachment Documents:

1. Attachment A – Example Vendor Sales Report Template per Addendum 2
2. Attachment B – Accessing and Downloading Documents ESBID Instructions

Vendor Name:					
Contract Number:					
Submitted Reporting Month:					
RAMIP Certified					
Customer Name (Customer's Proper Name)	Reference Number	Sales Period	ORDER DATE	INVOICE DATE	INVOICE NUMBER


SHIP DATE	Product Type (DBITS contracts)	Description	BRAND	LEASE




Quantity	Unit Price	Extended Price	MSRP	Customer Contact Name (If not avail. put Accounts Payable)	Customer's Billing Address	City	State	Zip Code


Customer's Email (If not available leave blank)	Mfg Part Number (If not available put in N/A)	Reseller	Subcontractor	EPEAT	Bulk Purchase put "Yes" (if not leave blank)	Contract Discount Percentage	Actual Discount Percentage




Contract Price


<b>Vendor Name:</b> DIR-CPO-5123	202201	Customer Name (Customer's Proper Name)	Reference Number	Sales Period	ORDER DATE	INVOICE DATE
<b>Submitted Reporting Month:</b> RAMP Certified	Enter "Yes" if the product is RAMP Certified (e.g. TX, State, Federal, etc.) If the product is not RAMP Certified, leave BLANK. For more information on the Texas Risk Authorization Management Program, go to <a href="https://dir.texas.gov/tx-ramp">https://dir.texas.gov/tx-ramp</a>	Enter customer name. Name is case sensitive and must match how it is in the portal. You can find customer names under Lookup in the DIR VSR Portal. If you cannot find a customer name in the portal lookup please email <a href="mailto:ict.sales@dir.texas.gov">ict.sales@dir.texas.gov</a>	This number should be the customer Purchase Order number. For State Agency's Purchase Order Numbers must be used. If a purchase order is not available, use an agreement or project number that ties the sale back to the customer purchase. (Field length is 30 characters)	Put in the sales period that corresponds with the invoice date. Formatting for this column is as follows: <b>YYYYMM</b> . Ex: Invoice date is 03/31/2021, reporting month is 202103.	This date should be the actual date of order. The date must be on or after the contract start date and on or before the contract end date. Formatting for this column is: Default setting is M/D/YYYY. Date should be in either M/D/YY, MM/DD/YY or M/D/YYYY format. (Field length is 10 characters)	Actual invoice date on the invoice. Invoices are reported for previous calendar month. The date must be on or after the order date. Default setting is M/D/YYYY. Date should be in either M/D/YY, MM/DD/YY or M/D/YYYY format. (Field length is 10 characters)

**SEND ALL QUESTIONS ON REPORTING TO: [ict.sales@dir.texas.gov](mailto:ict.sales@dir.texas.gov)**

INVOICE NUMBER	SHIP DATE	Product Type (DBITS contracts)	Description	BRAND	LEASE	Quantity
Actual invoice number (Field length is 50 characters)	Actual date of service or when item was shipped. The date can't be before the order date NOR after the invoice date. <b>Default setting is M/D/YYYY Date should be in either M/D/YY, MM/DD/YY or M/D/YYYY format.</b>	This column is <b>ONLY</b> for vendors who have a Deliverable Based IT contract (DBITS). If you do not have a DBITS contract leave this column BLANK. For each row list the type associated with the description. They must be listed in this column <b>EXACTLY</b> as they appear on the DBITS Product Types tab. You can use the data on the tab to copy and paste into your report. <b>The type must be allowed under your contract.</b> <b>Use the DBITS Product Types Tab.</b>	Actual products or services that are listed on the invoice. The description should be sufficient to determine what goods or services were purchased. <b>It cannot exceed 150 characters including spaces.</b> Do not use any periods or other mathematical function symbols such as *, =, /,  , or blank space. It should fully left align and shouldn't have any extra spaces at the end.	This is the brand (manufacturer) name listed in your pricing list and showing on your main DIR contract web page. Name must match exactly by spelling and punctuation. It may be Services or N/A if you have no brands listed. Check with your DIR contract manager if unsure.	Put in Lease if the purchase is a lease, otherwise use the word Buy. <b>Cannot be blank.</b>	Enter the quantity ordered by the customer (must be a numeric value) with up to four (4) digit decimal afterwards). Ex: 1.5123 or 6.0000. All numbers must display to load correctly. If reporting a credit put a minus sign at the beginning of the number. Ex: -1.0000. <b>This Column CAN have a negative number when reporting a credit.</b>
<b>CAN BE A NEGATIVE NUMBER</b>						

Unit Price	Extended Price	MSRP	Customer Contact Name	Customer's Billing Address	City	State	Zip Code
Enter the Unit price listed on the invoice/Purchase Order. This cannot be a negative number. Can be up to a 6 digit decimal number however all numbers must display for it to calculate correctly. Ex. 1.234567. <b>This Column CANNOT have a negative number when recording a credit</b>	This number should equal the quantity times the unit price. This number is limited to only a 2 digit decimal place display. Ex: 1.68. If the Quantity is a negative number this should also be a negative number. If possible, use the calculation put in the first row and copy down (-m5*n5) through all other rows to ensure the amounts calculate correctly. <b>This Column CAN have a negative number when reporting a credit.</b>	List the MSRP or the number that is negotiated in appendix C, that lists the actual manufacturer price for the individual item (based on unit price). It cannot be blank or negative and should have no more than 2 digit decimal number. Ex: 2.88. This Column CANNOT have a negative number. <b>This Column CANNOT have a negative number.</b>	List contact for the order (individual's name).	Put in actual billing street address or PO Box. If third party prepares billing find out actual customer address and put it in.	Put in city name. Do not abbreviate or add punctuation at end.	State needs to be the all caps 2 digit abbreviation. Don't put upper lower case combination or period at end. Ex: Texas is TX	Put in actual the zip code that goes with the city name. This can be just the 5 digit number or the 5 digit number followed by a dash and then a 4 digit number. Ex: 78709 or 78619-0648
<b>CANNOT BE A NEGATIVE NUMBER</b>	<b>CAN BE A NEGATIVE NUMBER</b>	<b>CANNOT BE A NEGATIVE NUMBER</b>					



Customer's Email	Mfg. Part Number (if not available put in N/A)	Reseller	Subcontractor	EPEAT
Put in email address of customer contact, it can be left blank if unknown, but preferred to be filled in...	Put in manufacturer part number related to the item listed in the description column L. If it is services put in N/A.	List name of order fulfiller/reseller, if any, from your HUB subcontracting Plan (HSP). Any order fulfiller/reseller sales should be detailed with those separated from Subcontractor or regular sales on the report. See examples below. If sales from a line item on an invoice include products or services from a Prime Vendor and/or Reseller and/or Subcontractor, you must split out the dollar amount attributed to the Prime Vendor/Reseller/Subcontractor on separate lines. Order Fulfiller/Reseller/Subcontractor's name(s) will need to match the HSP, including spelling, punctuation, etc. It should show on your main DIR contract page under Reseller Vendor Contacts. If any discrepancies, contact the assigned DIR Contract Manager. If you don't have an Order Fulfiller/Reseller leave this field blank. NOTE: Reseller is a company other than your own, that is authorized to sell products on your DIR contract on your behalf. Reseller should report sales directly to prime vendor.	List name of subcontractor, if any, from your HSP. If none, leave blank. Any order fulfiller/reseller sales should be detailed with those separated from Subcontractor or regular sales on the report. See examples below. If sales from a line item on an invoice include products or services from a Prime Vendor and/or Reseller and/or Subcontractor, you must split out the dollar amount attributed to the Prime Vendor/Reseller/Subcontractor on separate lines. Order Fulfiller/Reseller/Subcontractor's name(s) will need to match the HSP, including spelling, punctuation, etc. It should show on your main DIR contract page under Reseller Vendor Contacts. If any discrepancies, contact the assigned DIR Contract Manager. If you don't have an Order Fulfiller/Reseller leave this field blank. NOTE: Reseller is a company other than your own, that is authorized to sell products on your DIR contract on your behalf. Reseller should report sales directly to prime vendor.	Electronic Product Environmental Assessment Tool (EPEAT) for green products. Those that fit the criteria need to list the level: Bronze, Silver or Gold. If it doesn't fit criteria (not green), leave blank. Go to epeat.net to determine if product is 'green'.

Bulk Purchase put "Yes" (if not leave blank)	Contract Discount Percentage	Actual Discount Percentage	Contract Price
Put "Yes" in this column for each row that pertains to a sale made using a Bulk Purchase agreement. For all other rows leave blank. (This only pertains to vendors that have entered into a Bulk Purchase agreement with DIR.)	If manufacturer discount percentage is used in your DIR contract pricing (general Appendix C, Pricing Index), list your DIR contract discount percentage for the item listed in column N. Put in #.##%. Ex: 15.00% or 6.50%. If you complete this column you must also complete the Actual Discount Percentage (Column AC). If your contract pricing (e.g., Appendix C) is fixed rate pricing, leave this column AB and Actual Discount Percentage (Column AC) blank. Complete Contract Price (Column J) instead. This Column CANNOT have a negative number.	List actual discount percentage provided to the customer. This amount could be a larger discount than column AB, if a larger discount than is listed on the contract is given or negotiated. The percentage is never less than Contract Discount Percentage (column AB). Put in #.##% format. Ex: 15.15% or 6.78%. If fixed rate pricing leave blank and fill in Contract Price (Column AD) instead. This column is required if you have discount percentages in your contract pricing and completed Contract Discount Percentage (Column AB). This Column CANNOT have a negative number.	Negotiated DIR contract Price. Number is in #.## format. Required if fixed pricing is offered instead of discounted percentage off of MSRP. If your contract consists of a fixed price (e.g., price per product or hourly rate) and does not include a manufacturer discount percentage, then you do not need to complete Contract Discount Percentage and Actual Discount Percentage (Columns AB and AC). NOTE: Some contracts contain both a discount percentage and fixed rates. In that case Vendor should complete appropriate column for item specified in Description (Column J). This Column CANNOT have a negative number.
	CANNOT BE A NEGATIVE NUMBER For Columns AB, AC and AD: either fill in AB and AC and leave AD blank, OR Fill in just AD and leave AB and AC blank	CANNOT BE A NEGATIVE NUMBER	CANNOT BE A NEGATIVE NUMBER

1
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**For use in filling in Column "I" Product Type (DBITS contracts)**

**For DBITS contracts awarded under RFO-553 use the four (4) available types below for reporting sales. Types must match exactly for loading. Types must be listed under the contract being reported.**

Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP), Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing  
IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Assistance, and Project and Program Management

**For DBITS contracts awarded under RFO-253 use the ten (10) available types below for reporting survivability sales. Types must match exactly for loading. Types must be listed under the contract being reported.**

- Application Development
- Application Maintenance and Support
- Business Intelligence/Data Warehouse
- Enterprise Resource Planning (ERP)
- IT Assessments/Planning
- Service Oriented Architecture (SOA)
- Project Management
- Technology Migration/Upgrade
- Independent Verification Validation
- Information Technology Procurement Assistance

Enterprise Resource Planning (ERP)

visory, and Contract Implementation Services



## ADMIN FEE PAYMENT REMITTANCE

**Instructions: Use the following Admin Fee Payment Remittance form to applying Admin Fees associated with your contract(s). Admin Fees a following submission of this report, unless stated otherwise in y**

**Example of Reporting Timeline:** Invoiced sales during the month of Januar reported via the Vendor Sales Report by the 15th of the following month ( the 15th falls on a weekend or holiday, then the VSR is due the following b and approves the submitted VSR, DIR will email the Total Admin Fee (Final applicable)) between March 1st – 10th to the Vendor Contract Manager ar Payment of Admin Fees (via ACH or Check) is due on or before March 25th

**IF PAYING BY CHECK,** enter your Contract Number(s) on the check memo l enclose the completed Admin Fee Payment Remittance Form and email a

**Mail Checks to:**

Department of Information Resources  
 ATTN: Accounts Receivable  
 PO Box 12728  
 Austin, TX 78711

**Express or Overni**

Department of Inf  
 ATTN: Accounts R  
 300 West 15th Str  
 Austin, TX 78701

**IF PAYING BY ACH/EFT PAYMENT,** email a copy of this completed form to: To sign up for ACH payments, [download the form](#) or request a form from [e](#) approximately 30 days for processing.

<b>Vendor Name (ABC Company)</b>			
<b>Vendor Contact Name (John Smith)</b>			
<b>Vendor Contact Phone</b>			
<b>Vendor Contact Email</b>			
<b>Date of Remittance (MM/DD/YYYY)</b>			
<b>Month of Sales Reported (YYYYMM)</b>			
<b>Method of Payment (ACH or Ck#)</b>			
<b>Contract Number</b> (ex. DIR-CPO-XXXX or DIR-TSO-XXXX)	<b>Total Sales</b>	<b>Admin Fee Percentage</b>	<b>Late Fees (If applicable)</b>
	\$	%	\$
<b>Total Amount Remitted (Admin Fee(s) + Late Fees)</b>			



# ADMINISTRATIVE FEE PAYMENT FORM

To assist DIR with identifying and processing payments due the 25th of the month, please complete your Contract Appendix A.

Payments (1st through 31st) must be received by the 25th of the month (business day). Once DIR processes the payment, Admin Fee + Late Fees (if applicable) will be assessed and any other listed contacts.

Please email this form (or accompanying form) and payment copy to: [adminfee@dir.texas.gov](mailto:adminfee@dir.texas.gov).

**Light Shipping:**  
 Information Resources  
 Receivable  
 1000 West, Suite 1300

Contact: [adminfee@dir.texas.gov](mailto:adminfee@dir.texas.gov)  
[adminfee@dir.texas.gov](mailto:adminfee@dir.texas.gov) and allow

To preserve the Administrative Fee in place for the calculation of the Administrative Fee that is reported on the monthly report, please use the following examples:

**Example 1:**

- A 3-year lease of a copier/printer has an original Order Date of January 1, 2017. Because the original Order Date, January 1, 2017, is the Order Date for that particular contract, the 3-year lease does not change, the Administrative Fee would have an Administrative Fee Payment Date of January 1, 2017.

**Example 2:**

- Any sale with an Order Date of October 20, 2017, would have an Administrative Fee Payment Date of October 20, 2017.


Admin Fee Payment	Notes
\$	
	(Use additional lines for multiple contracts with each Admin Fee Payment)
	(Use additional lines for multiple contracts with each Admin Fee Payment)
	(Use additional lines for multiple contracts with each Admin Fee Payment)
\$\$	

Last Revised: August 2020

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at the time of the sale of product or service,  
is based on the Order Date of the purchase  
Vendors Sales Reports (VSR) to DIR.

Scenario:

Final Order Date of January 2, 2017. On that date,  
Administrative Fee was 0.50%.

Administrative Fee was changed to 0.75%.

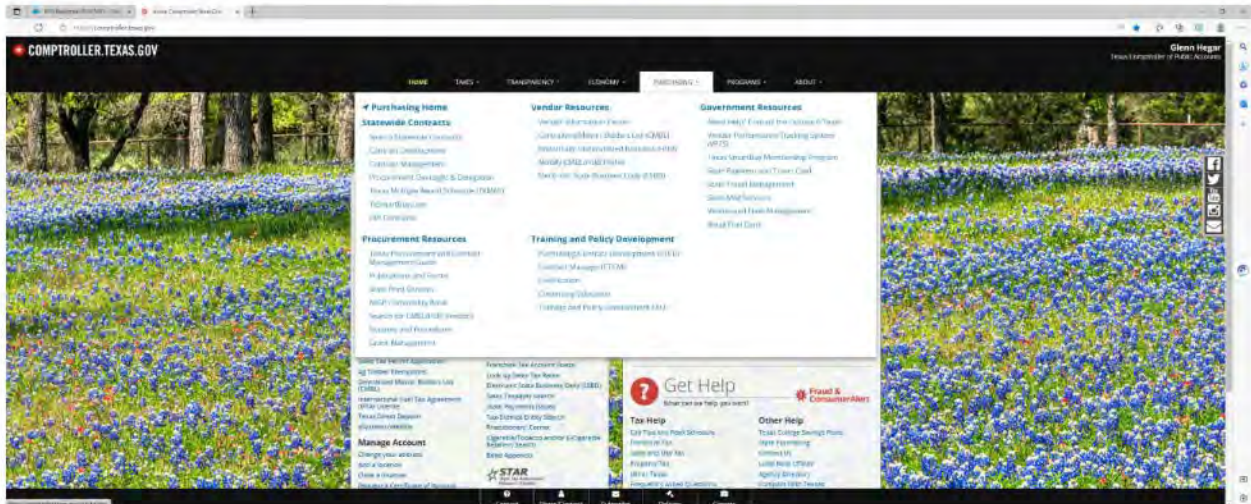
January 2, 2017, reported on the VSR for the  
calculation of the Administrative Fee  
Annual sale is 0.50%.

Effective on or after October 20, 2017

Administrative Fee of 0.75%.



1. Using Google Chrome type in [www.comptroller.texas.gov](http://www.comptroller.texas.gov)



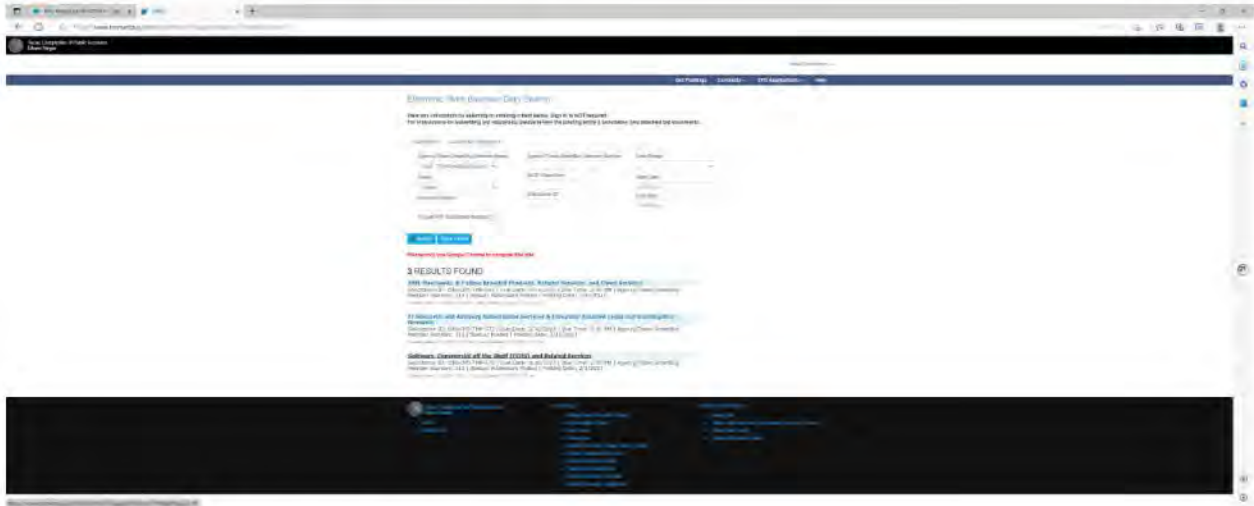
2. Go to the Purchasing menu at the top and select ESBD



3. Once on the ESBD select the agency 313 Department of Information Resources



4. Selected posted solicitations.



5. Select the DIR-CPO-TMP-570

[www.txsmartbuy.com/esbddetails/view/DIR-CPO-TMP-570](http://www.txsmartbuy.com/esbddetails/view/DIR-CPO-TMP-570)



6. Please navigate to the bottom of the page to see the list of zip files to download.



**PS: Remember to open the zip files and download each document.**

**Also remember to download the latest Addendum 1.**





TEXAS DEPARTMENT OF INFORMATION RESOURCES

**Addendum**

<b>SOLICITATION NUMBER:</b>	DIR-CPO-TMP-570
<b>ADDENDUM NUMBER:</b>	3

**Addendum Date:** April 04, 2023

If you should have any questions regarding this Addendum, please contact:

Vania Ramaekers  
Department of Information Resources  
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Austin, Texas 78701  
Email: [vania.ramaekers@dir.texas.gov](mailto:vania.ramaekers@dir.texas.gov)

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Software (COTS) and Related Services, Solicitation No. DIR-CPO-TMP-570, released February 2, 2023. It contains the answers to vendor questions received through March 21, 2023.

**In the submission of its response to this solicitation, Respondents shall submit this signed “page one” of the Addendum, acknowledging receipt of the Addendum.**

Respondent Acknowledgment of Receipt

\_\_\_\_\_  
(Printed entity name)

\_\_\_\_\_  
(Printed name of authorized representative)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Date)

### Question and Answer Document

The following table outlines vendor questions, references Request for Offer (RFO) sections and page numbers, and the Department of Information Resources (DIR) response to questions (question are organized in order received):

#	RFO Section	Page #	Vendor Question	DIR Answer
1.	Exhibit C	NA	Question 3, can we provide the overview of products as a separate attachment which will not be included in 5-page limit?	No, respondents will provide a summary overview of the products being proposed within the 5-page limit.
2.	General	NA	For planning purposes, when the addendum with answers and the updated pricing sheet will be published to ESD from the proposal conference on 3/1/2023?	Addendum 1 with the revised documents was posted on 3/10/2023.
3.	Exhibit J	NA	This reference form refers to Web Development or Managed Services and not COTS. Are we to use this as is? I have checked the ESD Smartbuy portal and do not see any amendment.	Addendum 1 with the revised documents was posted on 3/10/2023.
4.	Exhibit J	NA	Quality of Comprehensive Web Development Services 1. Have you purchased any Comprehensive Web Development and/or Managed Services from this Vendor in the past 2 years? Yes___ No___	Addendum 1 with the revised documents was posted on 3/10/2023.

#	RFO Section	Page #	Vendor Question	DIR Answer
5.	General	NA	In the past, TX DIR has offered Master Lease Agreement and Master Operating Lease Agreement templates, to allow multi-year payment options for financing larger dollar purchases. Will TX DIR issue these templates as part of solicitation - RFO-DIR-CPO-570 (COTS and Related Services)? If yes, how would those be submitted and cited in the response?	Addendum 1 has removed all requirements for respondents to provide any type of agreement related to this solicitation. Any Lease Agreement or Master Operating Lease Agreements will be discussed and provided to DIR during negotiations.
6.	Exhibit J	NA	RE: RFO DIR-CPO-TMP-570 - Exhibit J / Webinar It was shared on the pre-proposal webinar by Vania that DIR was updating Exhibit J and an addendum would be released with the slide deck from the webinar, additional info if required, and the revised Exhibit. When can we expect the addendum to be released?	Addendum 1 with the revised documents was posted on 3/10/2023.
7.	3.3.1	11	When will the slides and recording be made available? And where will they be located?	Addendum 1 with the revised documents was posted on 3/10/2023.
8.	Exhibit J	NA	Is the "Comprehensive Web Development and/or Managed Services" reference included in the Exhibit J Reference Form in error?	Yes, see Addendum 1 with the revised documents was posted on 3/10/2023.
9.	Exhibit A	NA	Are e-signatures permissible on all forms or is TX DIR expecting wet (scanned) signatures? Or is the wet signature requirement (as indicated during the bid conference on 3/1) pertinent to a specific form/all forms?	A DocuSign or other electronically verifiable signature will be accepted. A typed name in the required signature location will not be accepted as a "signed".



#	RFO Section	Page #	Vendor Question	DIR Answer
10.	Package 2 Itemized Pricing Sheet	NA	On the instruction tab of the Pricing Sheet there is this instruction for Tab 1. "Product detail list Pricing information is not entered in the BidStamp. VIS". Does this mean we are not to enter the information from our Pricing sheet into BidStamp. as we have in the past? There is a "Create Price List: link so it is confusing. It seems contradictory.	Respondents will create a pricing sheet, and Respondents will enter the average brand discount as listed in tab 2 of the pricing sheet into BidStamp. Please review the pre-solicitation conference video for detail on how to complete the pricing sheet.
11.	General	NA	The contract holder gets purchased by another company. What happens to their contract?	DIR has a contract assignment process to deal with companies buy out.
12.	General	NA	The contract holder purchases another company. Can the contract holder begin selling the purchased company's products/services on the existing contract?	Sales cannot be made under a contract with an entity that is no longer in existence. There is an amendment process and a Contract Assignment process that must be followed and completed before any sales can be made.
13.	Exhibit J	NA	The Reference Form asks for reference customers to provide feedback on the respondent's ability to provide comprehensive web development services. However, this RFO is for the resale of general software products and this type of reference is not relevant. Will DIR, please revise the questions in this reference form to reflect the scope of the solicitation more accurately?	Yes, see Addendum 1 with the revised documents was posted on 3/10/2023.

#	RFO Section	Page #	Vendor Question	DIR Answer
14.	3.3	11-12	As per the Pre-Proposal Conference held on 01Mar2023, checking on the status of the release to Addendum 1. We've checked the ESD site several times since last Friday, not seeing it posted. Can you advise when Addendum 1 will be released?	Addendum 1 was posted on 3/10/2023.
15.	Terms and Conditions	NA	Is the expectation for this RFO that the reseller ensures all proposed software publishers have agreed to and will meet the terms of Appendix A while also ensuring there are no conflicting terms with the publisher's end user license agreements?	Additional terms and conditions, including those in end user license agreements, may not conflict with the terms and conditions of Appendix A. Please reference sample Contract Template Section 10.1 Software license Agreements and 11.a Conflicting or Additional Terms.
16.	Terms and Conditions	NA	Is it the expectation of DIR and this RFO that resellers eliminate any publishers from their response that do not agree to the terms as outlined in Appendix A?	Additional terms and conditions may not conflict with the terms and conditions of Appendix A. Please reference sample Contract Section Template Section 10.1 Software license Agreements and 11.b Conflicting or Additional Terms.
17.	Terms and Conditions	NA	Are respondents able to add publishers to their offering post award?	Yes, please reference sample Contract Section Template Section 4.1 Products and Services.
18.	Package 2 Itemized Pricing Sheet	NA	For recurring fees, should those be reflected on an annual, monthly, or other basis?	Recurring fees should be listed /reflected how it is charged to the customers.
19.	Package 2 Itemized Pricing Sheet	NA	Are vendors permitted to include one-time fees (ex. implementation fees)? If yes, how would DIR prefer we list these fees in the pricing sheet?	Respondents are encouraged to list any fees that will impact the customer prices.

#	RFO Section	Page #	Vendor Question	DIR Answer
20.	Package 2 Itemized Pricing Sheet Tab-4	NA	Are volume discounts offered once an individual transaction reaches a threshold or once total vendor sales through this DIR contract reach the level defined?	The top portion of Tab-4 Volume Discounts is offered when an individual transaction reaches a threshold based on quantity/or volume, not dollar thresholds. The bottom portion of Tab 4 is for Aggregate Sales which means that the discount will increase based on the respondents contract total sales.
21.	Exhibit J	1	What should go in "Group" [sic] in the section to be completed by the Vendor?	<p>The form does not have a requirement for a "Group" anywhere, please fill out exactly what is requesting below the red line: Vendor name _____</p> <p>Software Product/Services Category _____</p> <p>Prime Contractor _____</p> <p>Subcontractor(s) _____</p> <p>Dates of Performance: Starting Date _____ Ending Date _____</p> <p>Total Est. Contract Dollar Amount \$ _____</p>

#	RFO Section	Page #	Vendor Question	DIR Answer
22.	Exhibit J	NA	<p>The portion to be completed by the Customer refers to "Comprehensive Web Development and/or Managed Services" in the header and several questions. Web Development Services is only one of the categories of this RFO, and it is not applicable to our company. It will confuse our customers, and they will most likely answer "NA" because they did not receive Web Development Services from us. Would DIR consider revising the form to say: "Offerings (Products and/or Services)" instead of "Comprehensive Web Development and/or Managed Services"? Otherwise, are we allowed to modify this portion to align with the products and services we provided to our customers?</p>	<p>Addendum 1 with the revised documents was posted on 3/10/2023.</p>
23.	3.9.4	31	<p>Please confirm what the partial statement "may be made available through a Contract." is in reference to.</p>	<p>Respondents may disregard the last statement under this paragraph. The section 3.9.4 Pricing should read "Any Respondent responding to this RFO must submit specific pricing for the products and services 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 instructed. "</p>

#	RFO Section	Page #	Vendor Question	DIR Answer
24.	Exhibit C	NA	The State has provided 3 pages of requirements. The State has requested Vendors respond, "In no more than five (5) pages total, non-inclusive of the requested attachments". In Vendor's completion of response to Exhibit C please confirm the response length is allowed to be a total of 8 pages of those 8 pages; 5 pages will be of Vendor generated response and 3 pages of the State requirements.	Exhibit C provides 3 pages, these are the questions DIR requires the Respondents to answer, to reflect the Marketing Plan strategy that is proposing, the total of 5 pages is to avoid Respondents providing DIR with a lengthy document that does not answer the questions. Respondents may attach organizational charts, Service Level Agreements Samples, which does not count as part of the 5 pages requirements.
25.	General	NA	Reference Pre-Proposal Conference. During the Pre-Proposal Conference for the subject RFO, if was communicated that document, addendums, etc. would be found at ESBD <a href="https://www.txsmartbuy.com/esbd">https://www.txsmartbuy.com/esbd</a> ). We have found there appears to be no addendums, no link to the Pre-Proposal Conference recording, no questions posed during the conference, nor other communications have been posted yet. Can you please confirm if the link is correct, and if addendums etc. are forthcoming?	The ESBD link is correct, however the comptroller's office uses google chrome engine, and sometimes the links from other engines do not work. Please reference the document provided under Addendum 2, Accessing and Downloading Documents ESBD instructions.



#	RFO Section	Page #	Vendor Question	DIR Answer
26.	2.7	8	(EIR) Accessibility In order to protect our Company, Solutions, and our clients, we would require DIR to sign a non-disclosure agreement before sharing documents that detail EIR accessibility (e.g. - VPATs). Would DIR be willing to sign an NDA prior to the RFP closing date?	DIR will not sign an NDA. If the respondent believes the information submitted is confidential, Respondent should comply with the RFO section 3.14. Failure to submit all required submission documentation may result in the disqualification of the response.
27.	Exhibit A	NA	Exhibit E: VPAT (for COTS) Will DIR accept an existing VPAT e.g., <a href="https://simpligov.com/vpat">https://simpligov.com/vpat</a>	DIR will accept an existing ACR (completed VPAT) as long as the product has not changed since the last accessibility test to WCAG standards. If the product has been updated a new VPAT needs to complete with updated testing results.
28.	Exhibit C	NA	Is a page 8" by 11" portrait or is a page up to the respondent's discretion?	Up to the respondent discretion.
29.	Exhibit C	NA	Please define what a "page" is?	A page is defined as one (1) side of an 8 ½ X 11-inch sheet of paper. One (1) 8 ½ X 11-inch sheet of paper printed on both sides constitutes two (2) pages. Respondents may attach organizational charts, Service Level Agreements Samples, which does not count as part of the 5 pages requirements.
30.	Exhibit C	NA	Is it okay to submit in tabloid/landscape format?	No, A page is defined as one (1) side of an 8 ½ X 11-inch sheet of paper. One (1) 8 ½ X 11-inch sheet of paper printed on both sides constitutes two (2) pages. Vendors may attach organizational charts, Service Level Agreements Samples, which does not count as part of the 5 pages requirements.

#	RFO Section	Page #	Vendor Question	DIR Answer
31.	Exhibit G	NA	<p>EDGAR Certification form - Conflict of Interest Questionnaire at the end of the document (no page numbers). Is the Conflict-of-Interest Questionnaire (Form CIQ) at the end of Exhibit G - EDGAR Certification form provided as a "for information only" example of what will need to be completed and provided upon establishing a Respondents relationship with an applicable Customer? Or are respondents required to complete and submit this Form CIQ with their proposal responses?</p>	<p>Respondents must provide the EDGAR Certification Form as requested in Section 3.6.1, Federal Requirements, of the RFO.</p>
32.	Exhibit A	10-11	<p>Attachment 1, List of Respondent's Cancelled Contracts, page 10, states: "THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT...." but there is no designated signature block on this form. Is this instruction referring to the signature block on page 9 of Exhibit A - Respondent Information?</p>	<p>Yes, that is correct.</p>

#	RFO Section	Page #	Vendor Question	DIR Answer
33.	Exhibit B	1	Paragraph (3) on page 1, requires an experience summary for each Technology Category Experience. Are respondents required to provide the experience summary(is) inserted into the same Exhibit B document, and if so, where in the document should these be placed? Or are respondents required to provide the experience summary(is) in a separate response document?	Respondents will provide their experience regarding the products being proposed under this RFO as part of the Exhibit B document under Question 3. Respondents will create a paragraph for each Category being proposed, and the experience related to that category listed under Table 1.
34.	Exhibit C	NA	Contract Marketing and Customer Support Plan, pages 1-2, items 1 through 7. Are respondents required to insert their response content after each item in the Exhibit C document itself, or should their Contract Marketing and Customer Support Plan be provided as a separate response document?	Respondents may choose to insert their responses after each item or to create a separate document clearly titled and labeled as Exhibit C. The total page count applies in both instances.

#	RFO Section	Page #	Vendor Question	DIR Answer
35.	Exhibit B	NA	RE: Exhibit B - Respondent History and Experience, paragraph (4), Table 2: Number of Years Providing Requested Products/Services, page 1. QUESTION: In Table 2: Number of Years Providing Requested Products/Services, in the column with the "Products / Services" heading, are respondents required to list each product being proposed in the first column, or only the Technology Categories listed in Table 1: Category(is) to which Respondent is Responding?	Respondents will use the categories listed under Table 1, to which respondents are proposing.
36.	Standard Terms and Conditions Section 10.4	NA	Successful Respondent Certifications, paragraph B, sub-paragraph xxiv. Successful Respondent Certifications, paragraph B, sub-paragraph xxiv. QUESTION: If a Successful Respondent's COTS /SaaS software is FedRAMP authorized, does that satisfy the TX-RAMP certification requirements for the State of Texas and 1 TAC §§ 202.27 and 202.77?	No, Fed Ramp and TX-RAMP certifications are not required to be awarded a contract under this RFO; however, TX-RAMP certification is required for state agencies, institutions of higher education, and public community colleges to purchase cloud computing services. Please refer to Texas Risk and Authorization Management Program (TX-RAMP)   Texas Department of Information Resources for more information.
37.	Package 2 Itemized Pricing Sheet	NA	Will our pricing be provided to potential customers through the DIR websites, or will they only show our % off MSRP?	DIR will post the final negotiated pricing index with the percentage discount from MSRP.

#	RFO Section	Page #	Vendor Question	DIR Answer
38.	Package 2 Itemized Pricing Sheet	NA	Will our pricing be included in the contract required to be hosted on the DIR landing page upon award?	The Package 2 Itemized Pricing Sheet is part of the Respondents response documents. The pricing requirements for the DIR Contract web page are detailed in Package 3A Standard Terms and Conditions Section 7 and Package 3B Sample Contract Template Section 7 Internet Access to Contract and Pricing Information.
39.	Exhibit B	NA	Question 3 - For each Technology Category selected in Table 1 and in no more than three (3) pages total... Question: We are responding to 3 categories. May we combine our response into 9 pages (3X3) if we identify the categories that each experience relates to? We intend to provide multiple customer experience/projects that include multiple categories, and this would avoid having us having to duplicate the information.	Please provide your related experience within Exhibit B question 3 by creating a paragraph for each category being proposed under this RFO. Keep your experience paragraph per category simple and as clear as possible. Exhibit B has a limit of 5 total pages.
40.	3.6.5	NA	Authorized Reseller / Order Filler Question: Several publishers have asked what the intent is for this statement "...and may sell such products under the terms and conditions of the DIR Contract, in support of Respondent's proposal". Would DIR please clarify?	As an authorized reseller, the respondents must understand the Terms and Conditions of the DIR contract to make sure there are no conflicts with your manufacturers and publishers. Any additional terms and conditions related to EULA's, SLA's etc.... For additional details on how this relates to the respondent, DIR customer and the publisher please reference sample Contract Template Section 10.1 Software license Agreements and 11.a Conflicting or Additional Terms.



#	RFO Section	Page #	Vendor Question	DIR Answer
41.	2.6.h	NA	<p>AUTHORIZED VAR RESELLERS MUST HONOR EXISTING / CURRENT CUSTOMER AGREEMENTS</p> <p>Question: How is this handled if there is a multiple award?</p>	<p>Currently DIR has VAR agreements with several customers, depending on the selection of the VAR provided for the next contract term under each brand (Microsoft, Adobe and Novell) the Respondents awarded the contracts will coordinate the transition of each license agreement renewal dates as the current Respondent's contract expires and the new contract terms begins. There is a specific transition process set forth by each Manufacturer (Microsoft, Adobe and Novell) that needs to be followed. If you are a VAR provider with these 3 manufactures, you should be aware of this transition process. DIR Contract Manager and the Successful Respondents will work together each step after the award of the new contract is made.</p>

#	RFO Section	Page #	Vendor Question	DIR Answer
42.	Exhibit J	NA	Vendor References form asks the entity providing the reference if they have ever purchased Comprehensive Web Development Services. This RFO is not for Comprehensive Web Development Services; it is for Software, Commercially Off the Shelf (COTS) and Related Services. Can DIR please correct the reference document so that it aligns with the RFO in question? Or can we have our customers edit where necessary. Example: if we are asking our customer to provide a reference for ERP software, the Comprehensive Web Development Services questions, won't be applicable and therefore they cannot complete the form as intended.	Addendum 1 with the revised documents was posted on 3/10/2023.
43.	General	NA	We are evaluating TXRAMP certification for SaaS offerings, but these offerings are not likely to be certified at the time of RFO submission. Will DIR consider SaaS customer references who are not, yet TXRAMP certified in order to qualify for the SaaS category? If not, will there be an opportunity to add this category before or during the period of performance?	DIR will accept all customers references provided on or before 4/28/2023. TXRAMP has no impact on the reference's requirements for this RFO. The SaaS category will be awarded based on the evaluations process, the TXRAMP requirements can be done before or after the award of these contracts. TXRAMP can be done throughout the life of the contract.

#	RFO Section	Page #	Vendor Question	DIR Answer
44.	Package 2 Itemized Pricing Sheet	NA	Tab 3. For the Itemized Price Sheet I wanted to confirm that we are putting Related Services on tab 3. Also, what is the purpose for the Subcategory on tab 3 (there are 3 category fields)? The Subcategory examples are not clear as they do not necessarily relate to the types of services we provide. Our services for software versus a SaaS application would be the same.	Yes, all related services will be listed under Tab 3. The purpose of the Subcategory is to identify the product listed under Tab 1, and to analyze products and services as a package and stand alone. It is ok to enter NA if the service you are providing is not related to a specific software function, brand or category listed in Tab1.
45.	3.6.5	NA	Authorized Resellers/Order Fulfillers Question: Can DIR please provide a sample of an approved manufacturer's letter?	No, this is a document provided by the manufacturer to a reseller.
46.	3.6.5	NA	When we purchase thru an entity such as ScanSource for products such as HP, do we get letter from ScanSource or HP?	Are you a ScanSource authorized Reseller? If yes, they should provide you with a letter that shows you can sell all the products listed under their business catalogue. If not, you will need to be a HP authorized reseller and you should provide an HP authorized reseller letter.
47.	Exhibit C	NA	Question 7 - We understand we will need a website for DIR. How quickly after the award is this required?	DIR requires the web site to be completed 30 days after the award letter is sent to Respondents.
48.	Package 2 Itemized Pricing Sheet	NA	We noticed that Apple's DIR pricing is a percentage of MSRP. Due to the high volume of part numbers that Transact Campus offers, is this acceptable for the price component?	Please clarify, DIR does not list Apple products under this RFO, nor are we providing any type of percentage off MSRP information either. You may want to check with the Manufacturer if this RFO is suited for Apple Software products.
49.	General	NA	Will DIR provide the live Q&A responses from the March 1st webinar	Addendum 2 was posted on March 27, 2023.

#	RFO Section	Page #	Vendor Question	DIR Answer
50.	General	NA	<p>Reference Section: Marketing Engagement Questions and Answers.pdf, Pre-Solicitation, Question 14</p> <p>Question: The link in the response is not hyperlinked. Would you please provide the URL to Interstate Cooperation Contracts?</p>	<p>Please copy and paste this link to a web browser. <a href="https://dir.texas.gov/it-solutions-and-services/organizations-outside-texas/icc">https://dir.texas.gov/it-solutions-and-services/organizations-outside-texas/icc</a></p>
51.	3.4.1	14	<p>During the Pre-proposal Conference presentation on March 1, there were three HUB options mentioned (subcontracting meets or exceeds the 21.1%; subcontract to a partner, but less than 21.1%; or don't subcontract at all). 1) Since the HSP Plan appears to be a pass/fail requirement for this RFO, are there any evaluation points associated with subcontracting to a HUB partner? 2) Is subcontracting 21.1% to a HUB partner weighted in any way in the evaluation points? Or will the same evaluation points be awarded to the Respondent if they subcontract less than the 21.1% or none of the work to HUB subcontractors?</p>	<p>The answer to questions 1 and 2 is: There are no evaluation weights associated with the HUB Subcontracting Plan.</p>

#	RFO Section	Page #	Vendor Question	DIR Answer
52.	3.4.1	14	<p>Is it a requirement for a Non-HUB Prime Respondent to subcontract with HUB vendors if the Respondent is capable of self-performing (and usually self-performs) all work associated with the contract and will be fulfilling the entire contract with their own resources? And if self-performing Non-HUB Prime Respondents complete and submit the HSP saying that they will not subcontract at all, does that HSP qualify as a "Pass" in the evaluation criteria?</p>	<p>HUB or non-HUB prime vendors, if Self Performing, will provide a justification on how your company will perform an entire contract with its own employees, supplies, materials, and equipment. Do not reference the possibility of subcontracting in the future, why you do not subcontract, refer to other documents, or make any statements about subcontracting.</p>



#	RFO Section	Page #	Vendor Question	DIR Answer
53.	3.9.4	22-24	<p>Please clarify this statement, "Respondents must offer only one discount for each brand, product family or whatever group of Respondent's choice proposed. The discount shall be applied to all products within that brand, product family or whatever group of Vendor's choice. Product discount ranges and/or averages will not be accepted." The standard pricing model for products being offered under this RFO traditionally follows this example: Brand ABC Software 15% off MSRP -Hardware 10% off MSRP -Training 5% off MSRP Maintenance 8% off MSRP</p> <p>If our understanding is correct, DIR is requesting ONE discount per Brand. This will not be advantageous for the government as this will force respondents to provide DIR with the lowest discount to account for the fluctuation in commercial discount practices. The federal government does not require this sole discount rule in its contracts. Further, respondents that currently hold DIR contracts are not subject to this one discount per Brand rule and therefore will be forced to dramatically reduce discounts across the board to accommodate this new rule.</p>	<p>The instructions do not ask for one discount per brand. Please re-read: "Respondents must offer only one discount for each brand, product family or whatever group of Respondent's choice proposed. The discount shall be applied to all products within that brand, product family or whatever group of Vendor's choice." Please reference the Pre-Solicitation Conference detailed pricing section and these questions will become clear. Tab 1 Product Detail list - Respondents will list all products under the brands and categories with different discounts if that is what the Respondents wants to do, once this tab is completed the average discount for each brand is carried to TAB 2 BidStamp Brand Average tab and that is what is loaded into the BidStamp pricing sheet.</p>

#	RFO Section	Page #	Vendor Question	DIR Answer
54.	Exhibit J and Exhibit F	NA	We are requesting that four different state agency clients submit reference documentation on our behalf. One state responded immediately that they would be happy to be a reference but they "...are unable to sign the release from liability form or any sort of indemnification or release of liability." Is there any flexibility on using Exhibit F, or does DIR have any guidance for state agencies in this regard?	The Release of Liability form is for the Respondent to complete and submit with the response package. The Respondent is providing DIR with a release of Liability for DIR to contact and use the reference forms being provided. See the top of the form direction in red which reads <b>"THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR EACH IDENTIFIED REFERENCE AND SUBMITTED WITH THE RESPONDENT'S RESPONSE"</b>
55.	2.1	12	Can we respond even if we can only support a few of the categories /functionalities?	Yes, respondents can propose any or all the listed categories and functionalities.
56.	1.2	9	Can we leave blank any forms and responses dealing with Value Added Software since we don't provide that?	Yes, Respondents will provide information and response to the products and services being proposed. Vendors providing Software COTS products only do not need to fill out or complete any of the VAR section requirements. Simply answer NA on the form.
57.	Exhibit C	NA	Please clarify the 5-page limit for Exhibit C. The original Exhibit C document is 3 pages long. Do we have 5 pages for our responses and information, bringing the final page count 8 pages?	Exhibit C provided 3 pages is the questions DIR requires the Respondents to answer, to reflect the Marketing Plan strategy that is proposing, the total of 5 pages is to avoid Respondents providing DIR with a lengthy document that does not answer the questions. Respondents may attach organizational charts, Service Level Agreements Samples, which does not count as part of the 5 pages requirements.

#	RFO Section	Page #	Vendor Question	DIR Answer
58.	Exhibit J	NA	Could you please confirm if the previously issued Reference forms will work as we have already sent the forms to our customers, or do you want us to resend them the revised version of Reference form?	IF a Respondent have made the appropriate changes to the exhibit J form to reflect the products and services which are related to this RFO Scope that they provided the customers, in this case you do not need to resend the forms.
59.	Exhibit A	NA	Are Adobe Acrobat Certified Signatures accepted as an alternate to a pen signed document?	A DocuSign or other electronically verifiable signature will be accepted. A typed name in the required signature location will not be accepted as a "signed".
60.	Sample Contract Section 2	2	Page 2 Section 2 "Term of Contract" Question: Would DIR be amenable to Microsoft EA and EES agreements being a 3-year contractual commitment term?	This RFO will award a contract with a minimum of 4-year term with an additional 2 one-year optional extensions.
61.	Exhibit H	NA	09-RFO-DIR-CPO-TMP-570 Package 1 Exhibit H Policy Driven Adoption for Accessibility (PDAA) Vendor Assessment - 4b - In the VADSIR document you list "24hour / 7day/week toll free phone support number" as an example of alternate means. Is this considered a type of alternate means for question 4b in the PDAA response as well?	Alternate methods are anything that provides information to a user in an alternate format that accommodates their needs; examples are help desk support, text alternatives, adding captions, etc. Complete the question with how your organization will accommodate non-compliant EIR.
62.	Exhibit H	NA	09-RFO-DIR-CPO-TMP-570 Package 1 Exhibit H Policy Driven Adoption for Accessibility (PDAA) Vendor Assessment - 3c - Please explain the distinction between "into" and "across" listed in the answer options for 2 or 3.	Accessibility criteria integrated into processes refers to independent processes. There may be gaps in accessibility when transitioning from one process to another. Accessibility criteria integrated across processes refers to cross-functional processes and alignment with accessibility criteria between those processes to prevent gaps. The latter is a more mature model.

#	RFO Section	Page #	Vendor Question	DIR Answer
63.	Exhibit B	NA	Experience Question 2 – “For each Technology Category selected in Table 1 and in no more than three (3) pages total” Question: For clarification, does this mean 3 pages PER category?	Please provide your related experience within Exhibit B question 3 by creating a paragraph for each category being proposed under this RFO. Keep your experience paragraph per category simple and as clear as possible. Exhibit B has a limit of 5 total pages.
64.	Exhibit J	NA	Does DIR require 3 references for EACH Technology category (software, SaaS, related services)?	A minimum of 3 references are required. Reference does not have anything to do with how many products the vendor is proposing.
65.	Exhibit J	NA	May one customer reference be used for multiple technology categories?	A minimum of 3 references are required. Reference does not have anything to do with how many products the vendor is proposing.
66.	Exhibit J	NA	Will DIR accept more than 3 references, and if so, how many more?	DIR will consider the first three references received.
67.	Standard Terms and Conditions Section 6	NA	TERMS AND CONDITIONS APPLICABLE TO STATE AGENCY PURCHASES ONLY. Paragraph A relates to ACR and VPAT compliance. If a software application does not meet accessibility requirements at this time, can it still be approved and sold to Local Governments (non-State Agencies) in Texas? Or, if it currently doesn't meet requirements is that a pass/fail rejection of the offer?	All products offered in the solicitation response must have an ACR. Products with ACRs that do not conform to WCAG 2.0 AA success criteria may still advance in the process. The procuring agency will make the final decision on products they wish to purchase. State of Texas agencies and institutions of higher education are required to comply with 1 TAC 206.50 and 1 TAC 213.

#	RFO Section	Page #	Vendor Question	DIR Answer
68.	3.9.3.8	NA	<p>Canceled Contract References. Are you looking for a list of customers who have "canceled" a contract during an agreed upon term? Some SaaS agreements are month to month. If a customer chose not to renew for the following month, is that considered a cancelation? There could be dozens of these types of cancelations. Same for customers paying annual maintenance and support. If a customer chooses not to renew for an upcoming annual term, is that considered a cancelation as well? Or are you only looking for cancelations during the term of an agreement?</p>	<p>This section does not require disclosure of contracts that expired after a customer declined to exercise an optional contract renewal.</p>
69.	General	NA	<p>How do we handle new features / offerings associated with the COTS application that are not currently available, but will be within the term of the DIR contract? These features would not be a new COTS application, but new capabilities that would come with an added cost to the End Customer.</p>	<p>Please review sample Contract Template Section 4 Products and Service Offerings.</p>
70.	Exhibit B	NA	<p>Question 6, Table 4. Sales to Other State Public Entities. Are you asking for a list of all contracts with other entities in other states? If so, each one individually or aggregate by state? From what time? Last 12 months? Longer?</p>	<p>Vendors will provide total sales to date by State for sales which falls under the scope of this RFO.</p>



#	RFO Section	Page #	Vendor Question	DIR Answer
71.	General	NA	Requirement: BidStamp Pricing Question: In BidStamp is the "discount off MSRP" the same as brand average discount?	Yes
72.	General	NA	Addendum 1, Page 2 of 2; The acknowledgement page reads, "... Respondents shall submit this signed "page one" of the Addendum, acknowledging receipt of the Addendum."; however, the bottom of the page reads Page 2 of 2. Should the acknowledgement read, "Respondent shall submit this signed "page two" of the Addendum"?	Respondents will provide Page 1 and Page 2 signature page of Addendum 1 with their responses.
73.	Standard Terms and Conditions Section 11.2.3	34	Termination for convenience provisions creates a great deal of economic uncertainty for the Respondent. Accordingly, Respondent respectfully asks whether the State is willing to remove the provision in its entirety? Alternatively, is the State willing to insert additional language in the Termination for Convenience section that states: "notwithstanding anything in the Contract to the contrary, the State acknowledges and agrees that the Respondent's SaaS subscriptions are billed annually at the beginning of the subscription, are due upon being invoiced and nonrefundable when paid with the exception of a termination of the contract for cause."?	DIR will consider exceptions to the DIR Standard Terms and Conditions on a case-by-case basis. In order for these to be considered, Respondent must comply with Sections 2.6 and 3.9.5 of the RFO with the Respondent's submission.

#	RFO Section	Page #	Vendor Question	DIR Answer
74.	Standard Terms and Conditions Section 5.11	13	The State's license requirements are very broad, and effectively reduce the Respondent's rights in its intellectual property (IP) and are not necessary for the Customer to carry out its intended purposes for the Respondent's IP. Accordingly, Respondent respectfully asks whether the State is willing to limit the scope of the license to a non-exclusive, non-transferrable license, solely for the Customer's internal business purposes to use for the term of the Agreement.	DIR will consider exceptions to the DIR Standard Terms and Conditions on a case-by-case basis. In order for these to be considered, Respondent must comply with Sections 2.6 and 3.9.5 of the RFO with the Respondent's submission.

#	RFO Section	Page #	Vendor Question	DIR Answer
75.	Standard Terms and Conditions Section 5	9-13	<p>Section 5 Intellectual Property Matters contains provisions that allow the State to acquire all property rights in any deliverables; however, the Respondent is providing a COTS software solution. Respondent respectfully asks whether the State is willing to insert the following language into Section 5.</p> <p>"Notwithstanding any provision to the contrary, Respondent's deliverables are commercial-off-the-shelf (COTS) software products developed by the Respondent at great private expense and are trade secrets that should be construed as "restricted computer software" as such term is defined in FAR 52.227-14. Accordingly, Respondent shall retain all title, copyright, patent, and other proprietary rights to all proprietary material and to all copies thereof. Additionally, any enhancements, modifications, improvements, derivations, extensions, links, or other changes to the licensed software programs and documentation, whether made by or shared with the Customer, be the exclusive property of the Respondent."</p>	DIR will consider exceptions to the DIR Standard Terms and Conditions on a case-by-case basis. In order for these to be considered, Respondent must comply with Sections 2.6 and 3.9.5 of the RFO with the Respondent's submission.

#	RFO Section	Page #	Vendor Question	DIR Answer
76.	Standard Terms and Conditions Section 10.1.1	23	<p>Section 10.1.1 Indemnities by Successful Respondent contains provisions that require unlimited indemnification requirements for certain claims. This provision harms competition by favoring Respondents with greater assets that are able to tolerate a larger amount of risk shifting. The RFO should even competition by limiting the indemnification responsibility to the insurance coverage required. Accordingly, the Respondent respectfully asks whether the State is willing to limit the indemnification requirements to third party claims, and, with the exception of claims for patent or copyright infringement, violations of state or federal tax requirements, worker's compensation and unemployment compensation laws, or willful conduct, that indemnification requirements be tied to the Respondent's types and amounts of available insurance coverage required under the RFO.</p>	<p>DIR will consider exceptions to the DIR Standard Terms and Conditions on a case-by-case basis. In order for these to be considered, Respondent must comply with Sections 2.6 and 3.9.5 of the RFO with the Respondent's submission.</p>

#	RFO Section	Page #	Vendor Question	DIR Answer
77.	Standard Terms and Conditions Section 4.4(C)	8	Section 4.4(C) Assignment - does not permit the Respondent to assign the Contract without the prior written approval of the State. Respondent exists in a very dynamic business environment that routinely involves mergers and acquisitions. Accordingly, Respondent respectfully asks whether the State is willing to incorporate language into this provision that provides that approval for an assignment shall not be unreasonably delayed or withheld.	DIR will consider exceptions to the DIR Standard Terms and Conditions on a case-by-case basis. In order for these to be considered, Respondent must comply with Sections 2.6 and 3.9.5 of the RFO with the Respondent's submission.
78.	Standard Terms and Conditions Section 4.2(B)	8	Will the amended terms of the contract affect any redlines suggested by the respondent and accepted by DIR?	Such amendments may impact negotiated exceptions to the extent necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority or to satisfy a procedural change due to DIR system upgrades or additions.
79.	Standard Terms and Conditions Section 5.2	12	Under this solicitation, we are exclusively offering our proprietary Software and COTS product to any prospective customers, and hence the ownership of the product will have to remain under the 'Successful Respondent'. Is it ok if completely re-write the ownership clause as per this understanding?	DIR will consider exceptions to the DIR Standard Terms and Conditions on a case-by-case basis. In order for these to be considered, Respondent must comply with Sections 2.6 and 3.9.5 of the RFO with the Respondent's submission.



#	RFO Section	Page #	Vendor Question	DIR Answer
80.	3.6.5	15	The content that is offered in our COTS product is provided by us via a reseller agreement with our vendors, do we need to provide authorization letter from all these content vendors? Please note that some of them are on Texas DIR and some are not.	Based on your clarification via email, your company is selling training and assessment software. As a reseller you will need Authorization Letters from the Manufacturer of the software you are selling.
81.	Exhibit E	NA	Our product has single sign on access to many of our content providers, do we need to provide the VPAT for our vendor software as well? or is the VPAT for our product sufficient?	For "COTS" offerings, an ACR (a completed VPAT) is required for all product offerings. If state of Texas employees or the public will be end users for a product, an ACR is required.
82.	General	NA	We have 2 products that we would like to list in our responses, do we need to prepare separate Exhibit documentations (e.g., Exhibit B or Exhibit C) or a combined one is enough?	Exhibit B and C are not related to a product, it is about the company so you only need one Exhibit B and one Exhibit C form for your company, and you should address each form as it pertains to the products being proposed.
83.	3.9.4.1 and Package	NA	As Discount off List Price is an acceptable pricing methodology per Section 3.9.4.1 of the RFO, can DIR please revise the header for Column G in Tab 1 of Package 2 - Itemized Pricing Sheet to read "DIR Customer Discount % off MSRP or List Price"?	DIR does not need to update the form; respondents may update the form titles to fit their pricing structure. Just make sure to not change any of the formulas.
84.	Exhibit A	NA	Is an electronic signature from an authorized representative acceptable for Exhibit A?	A DocuSign or other electronically verifiable signature will be accepted. A typed name in the required signature location will not be accepted as a "signed".

#	RFO Section	Page #	Vendor Question	DIR Answer
85.	Standard Terms and Conditions Section 7.2	15	QUESTION: Section 7.2 of the DIR Standard Terms and Conditions opens the possibility to require the Respondent to disclose marketing strategies and specific customer pricing. These items are normally held as confidential, protected from routine disclosure, and are considered trade secrets. Accordingly, is the State amenable to the webpage only being required to maintain information on how to obtain a quote without going into additional details including, but not limited to, items such as price lists and discounts?	Web requirements allow for "instructions to for obtaining quotes and placing Purchase Orders to be established in leu of posting actual pricing". See Sample Contract Section 7a A current price list <b>or mechanism</b> to obtain specific contract pricing.
86.	Contract Sample Section 7	4	Section 7 of the DIR Sample Contract opens the possibility to require the Respondent to disclose marketing strategies and specific customer pricing. These items are normally held as confidential, protected from routine disclosure, and are considered trade secrets. Accordingly, is the State amenable to the webpage only being required to maintain information on how to obtain a quote without going into additional details including, but not limited to, items such as price lists and discounts?	Web requirements allow for "instructions for obtaining quotes and placing Purchase Orders in leu of posting actual pricing". See Sample Contract Section 7a A current price list <b>or mechanism</b> to obtain specific contract pricing.

#	RFO Section	Page #	Vendor Question	DIR Answer
87.	Exhibit C	NA	QUESTION: Paragraph 7 of Exhibit C - Contract Marketing and Customer Support Plan opens the possibility to require the Respondent to disclose marketing strategies and specific customer pricing. These items are normally held as confidential, protected from routine disclosure, and are considered trade secrets. Accordingly, is the State amenable to the webpage only being required to maintain information on how to obtain a quote without going into additional details including, but not limited to, items such as price lists and discounts?	Web requirements allow for "instructions for obtaining quotes and placing Purchase Orders in leu of posting actual pricing". See Sample Contract Section 7a A current price list <b>or mechanism</b> to obtain specific contract pricing.
88.	3.6.5	16	We are an authorized reseller of the SaaS product, however in public sector deals, SaaS company cannot sell the product directly. They sell it through middle entity. So, do we need certification from patent SaaS company or the middle company for authorized reseller?	DIR requires the Respondent submitting a response to provide authorization to sale to DIR customers, so the respondent must determine how/who are the parties which authorizes their company to sale a product, then obtain an authorization letter from the correct source.
89.	2.1	4	May we include a single COTS product in multiple categories/ functionalities? Our product is capable of several of the listed functions.	Yes, a product can have multiple functionalities.

#	RFO Section	Page #	Vendor Question	DIR Answer
90.	General	NA	Are we required to demonstrated TX-RAMP or FedRAMP compliance in our response to the RFO?	No, Fed Ramp and TX-RAMP certifications are not required to be awarded a contract under this RFO; however, TX-RAMP certification is required for state agencies, institutions of higher education, and public community colleges to purchase cloud computing services. Please refer to the Texas Risk and Authorization Management Program (TX-RAMP)   Texas Department of Information Resources for more information.
91.	General	NA	Is FedRAMP compliance sufficient to meet TX-RAMP requirements?	No, TX-RAMP certification is required for state agencies, institutions of higher education, and public community colleges to purchase cloud computing services. Please refer to Texas Risk and Authorization Management Program (TX-RAMP)   Texas Department of Information Resources for more information.

#	RFO Section	Page #	Vendor Question	DIR Answer
92.	Exhibit B	1	<p>Question #2 - Can you clarify or provide definitions to distinguish between what may be considered Software and what may be considered Software as a Service? "Software" is not specifically defined in Exhibit L: Definitions and we want to ensure we correctly classify our product.</p>	<p>Software is a set of instructions, data or programs used to operate computers and execute specific tasks. Software as a Service (SaaS) is a delivery model for software. The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, except for limited user-specific application configuration settings. (Per NIST definition publication 800-145)</p>
93.	Exhibit B	1	<p>If a product may be classified as Platform as a Service, should it be classified as Software as a Service, or as Software in Exhibit B? Can you confirm that a Platform as a Service product is an eligible COTS solution for this RFO?</p>	<p>Platform as a Service <b>has not</b> been listed as an out-scope service for this RFO.</p>
94.	Standard Terms and Conditions Section 10.4	27	<p>Under the umbrella of Texas state agencies, Junior Colleges require that COTS/SaaS software they purchase be TX-RAMP certified. If a local High School (not a state agency) engages in cooperative courses with a Junior College, would that result in the high school having a TX-RAMP requirement for any COTS/SaaS software purchased by the high school?</p>	<p>TX-RAMP certification is required for state agencies, institutions of higher education, and public community colleges to purchase cloud computing services. Please refer to Texas Risk and Authorization Management Program (TX-RAMP)   Texas Department of Information Resources for more information.</p>



#	RFO Section	Page #	Vendor Question	DIR Answer
95.	Package 2 Itemized Pricing Sheet	NA	Tab 1 Products Detail: Are discounts off MSRP a requirement of this response? In other words, will a bid with no discounts be disqualified?	No, DIR cannot disqualify a response due to a zero discount, however, keep in mind that Pricing is 40% of the total evaluation score.
96.	General	NA	Vendor and the Texas Department of Information Resources recently agreed upon mutually acceptable terms between the parties under a recent DIR solicitation. Based upon that negotiation, the parties reached mutual agreement on terms using very limited, narrowly tailored and mutually approved exceptions. Given the recent completion of this negotiation and the direct involvement of both parties in reaching final agreement, the Vendor would like to confirm whether we are able to utilize that framework and that underlying agreement for this RFP?	Respondent should provide Exhibit A1 exception table form with the requested exceptions. DIR will determine whether to accept or reject such exceptions. The acceptance of the same or similar exceptions in a previous or existing contract does not indicate that DIR will accept such exceptions for a contract awarded under this RFO.

#	RFO Section	Page #	Vendor Question	DIR Answer
97.	General	NA	The products that we are including in our response are built on the Microsoft Power Platform and we will include those licensing fees in our pricing exercise. Clients that have used our product also need to have standard Microsoft licenses including, for example, a Power App per User license or Microsoft Basic license that includes Outlook and SharePoint. Should those license fees be included in our pricing exercise or is there an already negotiated DIR Microsoft Contract that should be referenced?	Respondents will list their products under the detailed product list and make a note under the product description of any dependencies these products must function. Most DIR customers do currently have Microsoft office suite as a standard on all computers.
98.	Exhibit E	NA	Our Software has an existing VPAT prepared. Would it be acceptable for submitting vendors to provide a previously prepared VPAT instead of filling out Exhibit E?	DIR will accept an existing ACR (a completed VPAT) as long as the product has not changed since the last accessibility test to WCAG 2.0 AA standards. If the product has been updated a new VPAT needs to complete with updated testing results.
99.	2.8	8	The RFO states "Respondent's Response may be disqualified if their exceptions are excessive." Please define what you would consider "excessive." Because we are a services and technology company, oftentimes a lot of the language included in prospect terms and conditions is not applicable which has the potential to lead to extensive terms and conditions.	Such determinations will be made at DIR's sole discretion. DIR encourages Respondents to take only those exceptions that are absolutely necessary.

#	RFO Section	Page #	Vendor Question	DIR Answer
100.	2.2	NA	Value Added Resellers (VAR) - Our software solution works on top of Microsoft licensed products. Should we include the pricing for the underlying Microsoft products in the Products Detail tab in the spreadsheet or the 5b VAR Products Pricing Sheet? If a single VAR is awarded the sale of all Microsoft products (as stated in 2.2) we would assume that the license line item for the Microsoft license would follow their pricing.	No, Respondents will list their products under the detail product list and make a note under the product description, of any dependencies these products must function. Most DIR customers do currently have Microsoft office suite as a standard on all computers. The VAR program is very specific and does not apply to products dependencies, it is a completely separate program for DIR to sale volume licensing to our customer base.
101.	3.9.3.6 Exhibit E	NA	Accurate Product Voluntary Product Accessibility Templates (VPATs) Regarding the request for VPAT, traditionally we ask for a signed NDA. Is this acceptable to the state? Is there a specific avenue to go about this?	DIR will not sign an NDA. If the respondent believes the information submitted is confidential, Respondent should comply with the RFO section 3.14. Failure to submit all required submission documentation may result in the disqualification of the response.
102.	1.2	NA	Is there a max number of vendors for award per product listed within this RFO?	No, DIR will award as many contracts as necessary to fulfill our customer base needs.
103.	Exhibit A	NA	Where can vendors obtain the Comptroller of Public Accounts Respondent Identification Number?	Contact the Texas State Comptroller office if you have any questions. <a href="https://comptroller.texas.gov/taxes/franchise/">https://comptroller.texas.gov/taxes/franchise/</a>
104.	Exhibit J	NA	Reference Form - What number should be included in the Total Est. Contract Dollar Amount?	The total cost of the Project being referenced.

#	RFO Section	Page #	Vendor Question	DIR Answer
105.	Exhibit J	NA	Reference Form- Some responses from existing clients to the reference form may be commercially sensitive in nature. Are these responses considered confidential or are they subject to FOIA requests? If not automatically designated as confidential, is there a process to make them confidential?	If the respondent believes the information submitted is confidential, Respondent should comply with the RFO section 3.14. Ultimate determinations regarding confidentiality are made by the Office of the Attorney General. Failure to submit all required submission documentation may result in the disqualification of the response.
106.	Exhibit J	NA	Reference Form - What do the "Dates of Performance" refer to?	The beginning and ending date of the Project you are requesting a reference for, from your customer.
107.	4.1	NA	Evaluation of Responses - Will demonstrations be held?	No, there will not be any demonstrations conducted under this RFO. DIR is not buying anything we are currently setting up Cooperative Contracts for the DIR Customer base.
108.	4.1	NA	Evaluation of Responses - If demonstrations will be held, how many vendors does DIR anticipate inviting?	No, there will not be any demonstrations conducted under this RFO.
109.	1.3.3	NA	Information Technology Acquisition- What interstate agreements are there in place for other entities to buy off DIR contracts?	See the Current DIR customers list on our web site. <a href="https://dir.texas.gov/it-solutions-and-services/organization-outside-texas/icc">https://dir.texas.gov/it-solutions-and-services/organization-outside-texas/icc</a>
110.	1.2	NA	"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." Can DIR please expand on an approximate number of awards potentially made through this RFO?	The total number of contracts to be awarded will be based on the DIR customer base needs.

#	RFO Section	Page #	Vendor Question	DIR Answer
111.	1.2	NA	“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.” Can DIR please expand on how “competitive breaks” are defined and determined?	The Competitive Break is determined after the evaluation scores are completed and compiled, at this time DIR does not have any additional details as to at what point the break will be determined, there are a lot of factors that contributes to the decision process. This detail will be made available to all respondents after the RFO is closed.
112.	2.4	NA	Regarding 2.4 - Related Software Services, if a supplier offers custom scoped implementation /service projects with a resulting one-time fee (vs set hourly charges), how should this be presented within Package 2 – Pricing Form?	Respondents may enter these types of services as a onetime fee, with a determined discount percentage. If there are discounts based on total cost or volume of purchase these may be enter under the volume tab.
113.	2.4	NA	Related Software Services - If a respondent is offering hourly-based service rates, is there any need/requirement to provide further details on how scoping and the number of hours for a given project are determined?	No, provide the service description and the hourly rate along with the discount p/hour. If there are discounts based on total cost or volume of purchase these may be enter under the volume tab.
114.	General	NA	The RFO uses “successful respondents” and “value added resellers (VAR).” To confirm, is it correct that this RFP may be awarded to both direct software providers and VARs, or are only VARs allowed to respond?	All Respondents that sales COTS software may respond to this RFO. This RFO will be awarding contracts for VAR (Microsoft, Adobe, and Novell) resellers as well as COTS software providers of all categories, functionalities, and types.



#	RFO Section	Page #	Vendor Question	DIR Answer
115.	General	NA	Our firm is the direct creator and distributor of our software, and we do not utilize VARs. Is this acceptable and/or is there any additional guidance for a successful/compliant bid from us?	Your software is part of the COTS section of this RFO, it does not have any relation to the VAR section. Please respond to the RFO listing your products under Tab 1, 2, 3 and 4 only Tab 5 is for VAR only and it does not apply to your company.
116.	2.11	NA	“At DIR’s sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.”. What is the process for requesting additions to product/service offerings? How long does this process take?	DIR has an Amendment Process for requesting additional products can be added to a specific awarded contract.
117.	Exhibit C	NA	Are there any ideal examples of marketing plans for reference?	No, a company should be able to answer the questions under the Exhibit C and expand to demonstrate the marketing strategies as well as the support plan for DIR customers.
118.	Exhibit C	NA	As there are various depths that a vendor can go for promoting a successful DIR contract, does DIR have any general guidance for what it seeks to see from successful proponents?	In addition to the information in the RFO, DIR provides additional resources for vendors on the DIR website: <a href="https://dir.texas.gov/it-solutions-and-services/selling-through-dir">https://dir.texas.gov/it-solutions-and-services/selling-through-dir</a> and on the DIR YouTube Channel.
119.	Exhibit J	NA	There are several references to “Comprehensive Web Development Services” which may not be applicable based on the categories listed in Section 2.1. Is there an updated version available or should we provide the appropriate context to the applicable references?	Addendum 1, with the revised documents was posted on 3/10/2023.

#	RFO Section	Page #	Vendor Question	DIR Answer
120.	3.9.5	NA	"Final terms and conditions will be agreed upon/during negotiation" Will each awarded vendor have their own final contract with their respective terms, or will all awarded vendors share one collective contract?	DIR will award one Contract per respondent, upon completion of negotiations.
121.	Exhibit B	NA	Item 2 - Can DIR please provide definitions for Software, Software as a Service (SaaS), and Complete Solution Software/Hardware and Services? Only SaaS is defined within the definition's attachment.	Software is a set of instructions, data or programs used to operate computers and execute specific tasks. Software as a Service (SaaS) is a delivery model for software. The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, except for limited user-specific application configuration settings. (Per NIST definition publication 800-145) Complete Solution (a package that offers all that is needed for the customer to have a working system for its end users) is when a Respondent sale both software license or Software as a Service along with hardware and or other services.
122.	Exhibit B,	NA	For "Institutes of Higher Education", should these only be public institutions, excluding private universities & colleges?	TEC 61.003 defines Institutions of Higher Education <a href="https://statutes.capitol.texas.gov/Docs/ED/htm/ED.61.htm#61.003">https://statutes.capitol.texas.gov/Docs/ED/htm/ED.61.htm#61.003</a>

#	RFO Section	Page #	Vendor Question	DIR Answer
123.	Package 2 Itemized Pricing Sheet	NA	Pricing – how should vendors indicate minimum orders/volume on the pricing sheet?	Vendors will note minimum orders under the product description.
124.	Package 2 Itemized Pricing Sheet	NA	Pricing for some support services is based on formulas i.e., a percentage of the licensing cost. How should vendors express pricing that is not a set dollar amount but rather based on specific order amounts?	Vendors should enter a set of examples of Support Packages entering the total cost and the discount associated with it as shown on the spreadsheet. The formula to obtain the total cost for support can be explained under the description field.

125.	General	NA	<p>We work with a few contracting partners that would like us to participate in DIR-CPO-TMP-570 We are working on completing the TXRAMP process. We currently have a provisional certification from TXDIR. One of the clauses in this agreement states we need to be TXRAMP compliant; see below: xxiv) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual ("Program Manual"). Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent's compliance with TXRAMP; and-</p> <p>-Does a provisional certification</p>	<p>TX-RAMP certifications are not required to be awarded a contract under this RFO; however, TX-RAMP certification is required for state agencies, institutions of higher education, and public community colleges to purchase cloud computing services. Please refer to the Texas Risk and Authorization Management Program (TX-RAMP)   Texas Department of Information Resources for more information. For additional information regarding TX-RAMP, please refer to: <a href="https://dir.texas.gov/information-security/texas-risk-and-authorization-management-program-tx-ramp">https://dir.texas.gov/information-security/texas-risk-and-authorization-management-program-tx-ramp</a>.</p>
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#	RFO Section	Page #	Vendor Question	DIR Answer
			allow us to participate in the RFO? Any advice you can give would be appreciated.	
126.	General	NA	I am seeing specific item codes listed. Nothing for data management, data governance, data discovery, data migration. How will companies (both unstructured and structured data) bid? Do we bid without a code?	There is no requirement to bid based on an NIGP code. The NIGP codes are utilized to help notify potential respondents of the offerings in the solicitation, however the NIGP code for such COTS Software is 208/11 Application Software not otherwise classified. This solicitation is not for data management, data governance, data discovery, data migration services only. All responses must contain a Commercial Off-the-Shelf (COTS) software solution.
127.	General	NA	Since the HSP Plan appears to be a pass/fail requirement for this RFO, are there any evaluation points associated with using a HUB partner?	No
128.	General	NA	Or will the same evaluation points be awarded to the Respondent if they subcontract less than 21.1% or none of the work to HUB subcontractors?	No points are awarded for the HSP. It is a pass or fail document.
129.	General	NA	We will be submitting several products that vary in cost and complexity. Could we respond with a HUB partner for deals at or above a certain price threshold? (Example: Texas A&M wants to buy Product XYZ for \$100K (our example threshold), we contract with a HUB partner at 5% (our standard participation) for data migration support.)	You are responsible for any agreement between you and a reseller/subcontractor that you list on your HSP, i.e., what you pay the reseller, what products they may sell under your contract, etc. This information will not be listed on your HSP. You are responsible for completing all required fields on the HSP, please refer to the checklist on page 1 of the HSP and complete according to the Method you have chosen to complete.



#	RFO Section	Page #	Vendor Question	DIR Answer
130.	General	NA	Is it a requirement for a Non-HUB Prime Respondent to subcontract with HUB vendors if the Respondent is capable of self-performing and usually self-performs all work associated with the contract, and therefore will be fulfilling the entire contract with their own resources?	The HUB program is a Good Faith Effort program. The prime Respondent will decide how they will best fulfill a contract.
131.	General	NA	And if self-performing Non-HUB Prime Respondents complete the HSP saying that they will not subcontract at all, does that HSP qualify as a "Pass" in the evaluation criteria?	If a respondent, HUB, or non-HUB, has chosen to complete as Self Performing, they will complete Sections 1, 2, 3, and 4 of the HSP. In Section 3, they will justify how their company will perform an entire contract with its own employees, supplies, materials, and equipment.

#	RFO Section	Page #	Vendor Question	DIR Answer
132.	General	NA	<p>We have had several questions on BidStamp since the 27th that are unanswered. On the Prebid call Vania mentioned that some of the questions had to go to your legal to answer and I believe the questions we have are some of them. Our questions deal with company ownership. Trimble already owns the company's COTS solutions we would like to propose in our bid, however the companies all still have separate tax id numbers. In September, all the companies will be incorporated under Trimble's Tax ID number. The questions I submitted relate to this topic and could affect how we bid or if we can bid at all. I was hoping you could help find out the status of these questions and when we might expect the answers to them.</p>	<p>You would need to respond to how your company is formed at the time the submission is due. Any updates/changes would be handled post submission.</p>
133.	Package 2 Itemized Pricing Sheet	NA	<p>I have already been populating the Original Pricing Sheet. Can I continue to use it, or do I need to copy and paste from one into the other?</p>	<p>No, you are fine, as long as you make sure any of the changes made does not affect what you are proposing. Most of the changes were made to the VAR tabs.</p>

#	RFO Section	Page #	Vendor Question	DIR Answer
134.	General	NA	We are a software solution looking to be listed on the DIR via different partners (i.e., Carahsoft, SHI) on the upcoming COTS RFO. My question is, can we submit our information to multiple partners? That would not disqualify us in any way, would it?	Yes, you can be a subcontractor to multiple primes.
135.	General	NA	Couple of brief questions about pre solicitation I have been hoping you can answer. It is a pretty basic question, not anything regarding the solicitation itself, more what it covers. It is talking about software commercial-off-the shelf and related services, but it does not mention things like antivirus or threat protection. Is that in a different category?	This is a catch all solicitation and it covers all types of software; the only criteria are that it qualifies as COTS ready to use software. The NIGP code 208/11 Application Software, (Not Otherwise Classified), covers antivirus, and threat protection software.



TEXAS DEPARTMENT OF INFORMATION RESOURCES

**Addendum 4**

<b>SOLICITATION NUMBER:</b>	DIR-CPO-TMP-570
<b>ADDENDUM NUMBER:</b>	4

**Addendum Date:** April 13, 2023

If you should have any questions regarding this Addendum, please contact:

Vania Ramaekers  
Department of Information Resources  
300 W. 15th Street, Suite 1300  
Austin, Texas 78701  
Email: [vania.ramaekers@dir.texas.gov](mailto:vania.ramaekers@dir.texas.gov)

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Software (COTS) and Related Services, Solicitation No. DIR-CPO-TMP-570, released February 2, 2023.

**In the submission of its response to this solicitation, Respondents shall submit this signed “page” of the Addendum, acknowledging receipt of the Addendum.**

Respondent Acknowledgment of Receipt

\_\_\_\_\_  
(Printed entity name)

\_\_\_\_\_  
(Printed name of authorized representative)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Date)

1. The solicitation Deadline for submitting Response to RFO has been changed from 04/28/2023 02:00PM (CT) **to May 23, 2023, 02:00PM (CT)**
2. A second round of Questions and Answers (Q&A) is being added to the schedule to allow for questions that were submitted on or after 3/21/2023.
3. The Solicitation Schedule has been modified as follows:

<b>Activity</b>	<b>Date/Time (CST)</b>
Publish RFO on Electronic State Business Daily	2/2/2023
Deadline for submitting Pre-Proposal Conference questions	02/24/2023 05:00 PM (CT)
Pre-Proposal Conference (Optional)	03/01/2023 01:00 PM (CT)
(First Round) Deadline for submitting all RFO Questions	03/21/2023 05:00 PM (CT)
(First Round) Deadline to Post Q&A Addendum to ESBD	04/03/2023 05:00 PM (CT)
(Second Round) Deadline for submitting all RFO Questions	05/03/2023 05:00 PM (CT)
(Second Round) Tentative Deadline to Post Q&A Addendum to ESBD	05/17/2023 05:00 PM (CT)
<b>Deadline for submitting Response to RFO</b>	<b>05/23/2023 02:00 PM (CT)</b>
<b>Deadline for DIR to receive Respondent References</b>	<b>05/23/2023 02:00 PM (CT)</b>
<b>Evaluations, Clarifications, and Amended Responses</b>	<b>06/01/2023 – 6/30/2023</b>
<b>Negotiations and Awards</b>	<b>07/01/2023 – until completed</b>





TEXAS DEPARTMENT OF INFORMATION RESOURCES

**Addendum**

<b>SOLICITATION NUMBER:</b>	DIR-CPO-TMP-570
<b>ADDENDUM NUMBER:</b>	5

**Addendum Date:** May 17, 2023

If you should have any questions regarding this Addendum, please contact:

Vania Ramaekers  
Department of Information Resources  
300 W. 15th Street, Suite 1300  
Austin, Texas 78701  
Email: [vania.ramaekers@dir.texas.gov](mailto:vania.ramaekers@dir.texas.gov)

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Software (COTS) and Related Services, Solicitation No. DIR-CPO-TMP-570, released February 2, 2023. It contains the answers to vendor questions received through May 3, 2023.

**In the submission of its response to this solicitation, Respondents shall submit this signed “page one” of the Addendum, acknowledging receipt of the Addendum.**

Respondent Acknowledgment of Receipt

\_\_\_\_\_  
(Printed entity name)

\_\_\_\_\_  
(Printed name of authorized representative)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Date)

## Question and Answer Document

The following table outlines vendor questions, references Request for Offer (RFO) sections and page numbers, and the Department of Information Resources (DIR) response to questions (question are organized in order received):

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
1.	Package 2 Itemized Pricing Sheet	NA	Will DIR provide approvals to the software publishers which DIR has established publisher agreements for volume license programs to speak to the bidders regarding contracts and pricing?	No. An authorized Value-Added Reseller for Adobe, Novell, or Microsoft must have VAR agreements in place with the manufacturer prior to submitting as a VAR respondent.
2.	General	NA	Which vendors attended the pre-proposal conference?	Please reference Addendum 1 Attachment B, Solicitation Conference Attendee List.
3.	General	NA	Will the selected vendor have the opportunity to provide exceptions and/or alternative contract language during contract negotiations, or will vendors need to provide those within their respective proposals?	Proposed exceptions will only be accepted with the solicitation response, respondents will complete Exhibit A1 Exception Table.
4.	3.9.4.1 and Package 2 Itemized Pricing Sheet	NA	Questions A, B and C: RFO Section 3.9.4.1: In of the RFO, TDIR distinguishes between the list price and the MSRP price to be listed in the pricing tabs in Package 2. But in tab 1- (products detail) of Package 2, the list price and MSRP price are listed in the same column (see Column F? MSRP or List Price?). This elicits the following: <b>1a</b> -Please clarify the difference between MSRP and List Price as it is interpreted by DIR.	DIR does not have an interpretation for a business model decision. The industry definition for a Manufacturer's suggested retail price (MSRP) is the price that the maker of a product recommends for it in customer-facing retail stores. An MSRP is sometimes informally known as the "sticker price." The reseller will determine the price to be charged to a customer. The MSRP is designed to keep prices at the same level from store to store. Typically, a business model establishment set their list price at or below the MSRP.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
5.	3.9.4.1 and Package 2 Itemized Pricing Sheet	NA	Question A: <b>2a</b> - The difference between MSRP and List Price is described in the RFO. However, it is not clear what the key difference is. Is the List Price only the price to be provided by a prime Vendor who is a reseller, and the MSRP is for any reseller regardless of Vendor status?	The respondent is the one that decides their company's business model and pricing structure. DIR has added the List price option, to accommodate the market current business models. Respondents will simply determine what is between the MSRP or List Price to match their company pricing structure and delete the other one.
6.	3.9.4.1 and Package 2 Itemized Pricing Sheet	NA	<b>Question B:</b> Which one (MSRP or List Price) should be entered into Column F? Are there circumstances under which DIR would prefer to see the MSRP or the List Price?	DIR has no preference between MSRP or List Price, however if using List Price, the respondent should be prepared to provide supporting documentation on how they determined the list price.
7.	3.9.4.1 and Package 2 Itemized Pricing Sheet	NA	<b>Question C:</b> How should the Vendor or Reseller indicate which (MSRP or List Price) is being used in Column F?	Simply use the pricing structure determined by your company and delete the other.
8.	Package 2 Itemized Pricing Sheet	NA	Tab 4 - Volume Discount: Volume discounts are built into our pricing model. We offer discounts as our customers expand the use of our system. These tiers of use will be captured in the line items we will provide on Tabs 1 and 3. Therefore, is? tab 4- volume discount? in Package 2 required, or can it be omitted since our entire pricing model will be captured on tabs 1-3?	Tab 4 Volume pricing is not required. Respondents will leave the tab blank.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
9.	Package 2 Itemized Pricing Sheet	NA	<p>Tabs 5a and 5b: It appears that tabs 5a and 5b of package 2 (VAR Product volume discount and VAR Products pricing sheet) only apply to the software publishers shown. Is that a correct assumption? If we are not one of those listed, can we omit those tabs as well? a. If tabs 5a and 5b are required, can DIR please elaborate on what is required in those tabs as differentiated from the information provided in the other tabs?</p>	<p>The tabs for VAR pricing only apply to the software publishers shown. Respondents will leave Tab 5a and 5b blank if it does not apply to your company.</p>
10.	Package 3A DIR Standard Terms and Conditions	NA	<p>Could the State please provide Package 3a? Standard Terms and Conditions in MS Word format to facilitate any redlines proposed by vendors?</p>	<p>The RFO requirement is for vendors to list their exceptions in Exhibit A1 exception table. The Terms and Conditions red lined is not an acceptable method for proposing exceptions.</p>
11.	Exhibit A	NA	<p>RFO 570, proposal signature requirements: On the Pre-Solicitation Webinar, it was stated that Exhibit A must be hand-signed. The RFO does not specify whether the other documents must be hand signed or they may be electronically signed. Will DIR accept electronic signatures for the other RFO documents to be signed (ie HUB Form, Release of Liability, Off Premise Certification, etc.)?</p>	<p>A DocuSign or other electronically verifiable signature will be accepted. A typed name in the required signature location will not be accepted as a "signed".</p>



#	RFO Section or Document	Page #	Vendor Question	DIR Answer
12.	Package 2 Itemized Pricing Sheet	NA	Value Added Resellers (VAR) Our software solution works on top of Microsoft licensed products. Should we include the pricing for the underlying Microsoft products in the Products Detail tab in the spreadsheet or the 5b VAR Products Pricing Sheet? If a single VAR is awarded the sale of all Microsoft products (as stated in 2.2) we would assume that the license line item for the Microsoft license would follow their pricing.	Respondents which are also Microsoft resellers, will not include product pricing under tab 5a and 5b, for regular license sales. Tab 5a and 5b are for Volume Value Added Resellers only. Respondents will list regular resellers Microsoft products under tab 1.
13.	Package 2 Itemized Pricing Sheet	NA	If a single VAR is awarded the sale of all Microsoft products (as stated in 2.2) we would assume that the license line item for the Microsoft license would follow their pricing.	No, The awarded pricing will not be mandated for other DIR Contracts or Customers. The awarded contract pricing will be available to DIR customers, and products which solutions work on top of Microsoft products will require coordination with DIR customer existing licenses and their own determination on how to procure the necessary software licenses for the proposed project solution.
14.	General	NA	VPAT/ACR/LOA Q1) Does it comply with the requirement to also add those OEMs for which we just have LOAs but not VPAT/ACRs? or Shall we just add the OEMs for which we have all three LOA/VPAT/ACR?	This question is not clear, because this RFO does not have an OEM requirement. Vendor should not propose products for which an ACR (completed VPAT) is not available. You can add them later once you have all the necessary documentation.



#	RFO Section or Document	Page #	Vendor Question	DIR Answer
15.	General	NA	VPAT/ACR/LOA - Q2) In the case of selling SaaS-based solutions through our company's AWS/Microsoft/Google marketplace? Would it be necessary to provide LOA/VPAT/ACR for all 2000+ vendors we sell through the marketplace or just VPAT for AWS/GOOGLE/Microsoft since we propose to sell these software/SaaS solutions there?	<p>(a) Under this RFO the VAR volume resellers will only be submitting responses for 3 products (Novell, Microsoft, or Adobe) all other brands will be part of your regular response.</p> <p>(b) If a vendor is a reseller for 2000 different COTS software brands, the vendor will be required to provide a LOA and an ACR (completed VPAT) for each brand being proposed.</p>
16.	General	NA	VPAT/ACR/LOA - Q3) Many vendors, including Microsoft, Google, VMware, etc., have a large repository of ACRs/VPATs; can we just link to their web page where they have these documents, or do you want them downloaded and sent to you separately?	<p>Links can be provided under Package number 2 of the RFO response documents, next to the product list; or you may create a document and named it ACR/VPAT links either way it will be accepted The document must be accessible and all links must be for the current version of the product. An ACR or Accessibility Conformance Report is the completed VPAT (template). DIR requires the ACR or a link to the ACR. NOTE: DIR will not be responsible for links that do not work, and strongly encourages vendors to print ACRs and submit them to be sure.</p>

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
17.	Package 3A Standard Terms and Conditions Section 10.7	28	Use of Subcontractors Question: Does the RFO/DIR distinguish between contractors who provide general services in support of our platform (e.g., AWS for cloud hosting) from subcontractors hired specifically to perform under this agreement or purchase orders made pursuant to it?	Yes, DIR does distinguish between contractors and subcontractors. The contractor is the prime vendor which is responding to this RFO to provide DIR customers with products and services. A Subcontractor is a company hired by the prime vendor to provide a product or a service to a DIR customer through the Prime Contractor which needs to also be listed under the Respondent HUB Subcontracting Plan. In relation to AWS cloud hosting services. <b>Cloud hosting services is out of scope for this RFO.</b>
18.	Package 2 Itemized Pricing Sheet	NA	Pricing spreadsheet If we are not VAR, do we specifically state we are not VAR?	Respondents will leave Tab 5a and 5b blank if it does not apply to your company.
19.	Exhibit C	NA	Question 7: Customer Marketing and Support Looking for clarification - Where does the maintained webpage live? Is this a Vendor page within the DIR system or should we plan to have page on "the Vendor's" website?	Yes, the vendor will be required to have a link on the DIR web site to their own webpage for the DIR Contract as detailed in Package 3A Standard Terms and Conditions Section 7 Contract Fulfilment and Promotion.
20.	Exhibit A Section: 16(B)(xx)	8	What constitutes a "cancelled contract" for the purposes of this question? (i.e., Is this as broad as any customer who has terminated use of our product?)	A cancelled Contract is one that its cancelation was "with cause" (due to lack of or poor performance by the responder) This section does not require disclosure of contracts that expired after a customer declined to exercise an optional contract renewal.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
21.	Package 3B Sample Contract Template Section 11(a)	7	May we link our Master Service Agreement (MSA) with the Customer in the purchase order, or must the totality of the terms and conditions be attached to every purchase order?	An agreement document which is accepted and becomes an appendix under an awarded contract will be incorporated when listed under the Purchase order, however customers may have their own internal process for documentation and review which DIR does not have any control under.
22.	Exhibit E VPAT	NA	Can we submit our completed version of the VPAT rather than completing your template?	DIR will accept an existing ACR (completed VPAT) if the product has not changed since the last accessibility test to WCAG standards. If the product has been updated a new VPAT needs to be completed with updated testing results. <b>(Note: this was answered was on Addendum 3 Q. 27)</b>
23.	General	NA	Are the Related Services for implementing Oracle software only to be entered into the pricing sheet?	Services will be listed under Tab # 3 regardless of the software products or brands.
24.	General	NA	Can we upload a narrative under? Other? in the portal?	Yes, but make sure to follow the page limitation for each required document.
25.	General	NA	Regarding the Bid Stamp Portal: Under? Document Uploads? the list includes a Vendor Qualifications form and a Non-Disclosure Agreement, but I don't find those in any of the packages.	The vendor portal provides a drop-down menu, and it does not mean that this RFO requires every one of the listed options. Only upload the documents related to this RFO, there is a list in Exhibit A Respondent Information section 16. A (iii) All Responses must be received by DIR on or before the date and time specified in Section 3.3 of this RFO. No late Responses will be reviewed. Check list below page 5 of 11.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
26.	General	NA	Does DIR prefer to have only forms uploaded for this response or are we allowed to upload a Cover Letter or any other narrative under? Other??	DIR does not penalize vendors for providing cover letters, or other additional documents. It is important to know that a signed cover letter is not a substitute for the required signed Exhibit A document which must be uploaded and signed. In addition, documents that are not a part of the required response may not be used as a part of the evaluated submission criteria.
27.	General	NA	There is no mention in the portal. Document Uploads? forms drop-down list of Exhibit A1-Exceptions, Exhibit G-EDGAR, and Exhibit I-Certification of Off-Prem. Are these to be uploaded under? Other??	Vendors may use other for any required document that is not listed under the drop-down menu.
28.	General	NA	Where it says Vendor References there is a button to click that says? Request Reference.? Is it preferable that DIR send the reference form directly to our contacts? We had planned to do that ourselves.	Respondents may choose to do it themselves; DIR does not guarantee that the references forms will be sent and that customers will receive them. It is a system email, and it tends to go into junk mail.
29.	General	NA	There is a place to check that you are uploading a redacted copy. I cannot find any mention of this in the RFO. Is this required?	No, redacted forms are not a requirement for this RFO.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
30.	General	NA	We are a software reseller. We provide related services. However, we use partners for things like Training, ADP, etc. Where to we include information about our third-party vendors?	The Software RFO does not require that third party services be listed separately. Services will be listed in Tab 3. Under the description you may reference the sub-contractor you are using to provide certain services. <b>Note:</b> to use a Sub contractor (third party vendor) the vendor must be listed under the respondents HUB subcontracting plan.
31.	General	NA	Can Vendors/manufacturers submit individual VPATs for each of the software they are offering or should all VPAT information be entered into the VPATs (word) document you've provided and be one per manufacturer?	Vendors can submit existing and current ACRs...they do not need to be in the Word document provided. Vendors are responsible for providing ACRs (completed VPATs) for their proposed products. ACRs can be provided by the manufacturer, or the vendor can complete a VPAT for a product but must use information based on product testing against the WCAG success criteria. NOTE: most software brands have their ACRs posted on their official web sites. DIR will accept ACR URLs too.
32.	RFO – Section 4.2.1	29	In the event one of our vendors is currently in process for completing an audit for their VPAT documentation and know they will not have the assessment completed in time for submission, would DIR accept notation that the VPAT is in process and can be provided upon completion?	Yes, DIR will accept a VPAT with a note that it's currently being audited, and a final version will be provided upon completion. However, remember there is no award of a specific brand of software unless there is an approved ACR (completed VPAT), which can be completed during negotiations. Until the ACR(s) is provided an evaluation score will be provided for the as-is response.



#	RFO Section or Document	Page #	Vendor Question	DIR Answer
33.	RFO Section 3.7.1	17-18	Does DIR have requirements for the Accessibility Statement that would be required in the event that our vendor is unable to provide or obtain an ACR?	An accessibility statement is not provided in lieu of an ACR (completed VPAT). If a product is not fully compliant based on tested results against WCAG success criteria, the vendor can provide an accessibility statement stating the deficiencies against corresponding success criteria, when the deficiencies will be corrected, and what accommodations or alternate means will be provided until the deficiencies are corrected. ACRs not provided with the submission can be provided later. However, remember there no award of a specific brand of software unless an approved ACR is provided (which can be completed during negotiations), and until the ACR(s) is provided, an evaluation score will be provided for the as-is response.
34.	RFO Section 3.3	11-12	Will DIR consider conducting a second question and answer period after the first set of Q&A has been formally released? Conducting a second Q&A period will allow Respondents to clarify any new/remaining questions after the first Q&A has been released.	See Addendum 4 Posted 4/13/2023
35.	Exhibit B Table 4	6	To further clarify the provided answer in Addendum 3, question 70, are you looking for sales made through other cooperative purchasing/state contracts?	Vendors will provide total sales to date by State for sales which falls under the scope of this RFO.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
36.	RFO Section 3.9.4.1	NA	Do the "Combined Solutions" on Tab 2 of the Pricing Form need to be entered into the Automated Pricing Form in Bid stamp since product is involved? Section 3.9.4.1 is not entirely clear on this:" Automated Pricing Form: The products shall be categorized by brand, product category, product family or whatever group of Respondent's choice. Please note only products shall be included on this Automated Pricing Form in Bid Stamp VIS, no services shall be included."	The combined solutions detail will be entered in Tab 1 Product detail, the average discount of all the solutions will be entered in bid stamp. A combined solution can include services; however, the total solution is entered in Tab 1, and the average discount for the each solution is entered in bid stamp. Do not separate the services from a complete solution package. Vendors will follow the Bid Stamp pricing form structure. Which is the same as Tab 2 of Package 2 Bid Stamp Brand Average Discount, once you complete the tab based on the instructions, vendor will enter a discount for each brand / or product.
37.	HUB Plan	NA	Are we allowed to propose multiple HUBs in our response?	Yes
38.	General	NA	I'm trying to download the documents in RFO 570, but when I click the links, a pop up appears but never downloads a document. The pre-bid to this does download its document, I'm pretty sure this isn't from my end.	No, DIR does not email these files because of the file sizes. Addendum 2, Attachment B will provide directions on how to download the documents from ESBD. You also may contact the comptroller's office for assistance.
39.	General	NA	Some of the manufacturers we want to include in our response do not have VPAT certifications. The manufacturers' applications are the type that DIR customers have no direct interaction with. Only the manufacturer's authorized IT staff interface with the applications. In these cases, are VPATs still required?	ACRs are required for all products. Users include customers, employees, and contractors. Vendor can note that user interfaces are not impacted by non-compliance with WCAG 2.0 AA but must also have a plan in place for accommodation in the event a state actor uses the product.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
40.	General	NA	What is the specific Microsoft 365 products you were looking for? This would help me to better price the products for you.	DIR is not looking for any specific product, the respondents will propose all products that they are interested in selling to DIR customer base.
41.	General	NA	209-45-*E-Mail Software - Which specific email level of Microsoft 365 were you looking for? This information would better help me to provide a quote.	This is not a request for a quote, this is a Solicitation. DIR is not looking for any specific product, the respondents will propose all products that they are interested in selling to DIR customer base.
42.	Package 3A Standard Terms and Conditions Section 10.4	27	If a vendor currently has a provisional certification for TX-RAMP, can the provisional certification be extended beyond 18 months with a good-standing action plan to be compliant?	Please contact the TX-RAMP group regarding renewals of TX-RAMP certifications, meanwhile you can respond with what you have. If a contract is awarded vendors will maintain their certification active status throughout the 5-year contract terms.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
43.	Exhibit C	NA	As a reseller of multiple software products and services we want to make sure we provide DIR with an adequate response to each question in Exhibit C. Since Exhibit C questions take 3 pages, we find it hard to provide complete responses having only 2 pages to work with. We request DIR kindly exclude the space used for DIR questions in Exhibit C from the 5-page limit. In other words, we would like to use the full 5 pages for our responses and information. If this case completed Exhibit would be 8 pages, excluding the required attachments.	Exhibit C provided 3 pages is the questions DIR requires the Respondents to answer, to reflect the Marketing Plan strategy that is proposing, the total of 5 pages is to avoid Respondents providing DIR with a lengthy document that does not answer the questions. Respondents may attach organizational charts, Service Level Agreements Samples, which does not count as part of the 5 pages requirements.
44.	Package 3A Standard Terms and Conditions Section 10.4	27	Can all a vendor's products be included in the contract if that vendor does not have TX-RAMP certification (provisional or full certification) for the products at the time of the award?	Yes
45.	Package 3A Standard Terms and Conditions Section 10.4	27	Can all of a vendor's products be included in the contract if that vendor has only provisional certifications for some but not all of the products?	Yes

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
46.	Addendum 4	NA	The only notification that we can find about NO. RFO-CPO-TMP-570 Software (COTS) and Related Services and its impact on contract holders of RFO-416, RFO-449, and RFO-401 was the "LAST NOTICE" email dated Wednesday, April 12, 2023. TX DIR Software Cooperative contracts are integral components of our customer and partner procurement eco-system; we respectfully request that the Deadline be extended by two (2) weeks to Tuesday, June 6, 2023.	This RFO has been posted on the ESBD since 2/2/2023 and the pre-solicitation notice was posted on the ESBD 12/20/2022. DIR will not be extending this RFO opening date again. May 23, 2023, is the drop deadline for responses to be submitted through the VIS portal (BidStamp).
47.	Exhibit J	NA	Can we fill in the top portion of the document and send it to the customer to complete? We realize the customer must send directly to the DIR email alias.	Yes, the vendor is required to complete the top of the form, before sending the forms out to customers. Yes, customers will email the reference form to DIR RFO email.
48.	Exhibit K	NA	Is the VADSIR document required to be completed for DIR-CPO-TMP-570?	The VADSIR is required for development services which may arise during a project or implementation, e.g., for software upgrades etc... Resellers of COTS software does not need to complete this form.



#	RFO Section or Document	Page #	Vendor Question	DIR Answer
49.	Exhibit F	NA	Who completes this form and signs it? The Respondent or the customer who is providing a customer reference?	The Release of Liability form is for the Respondent to complete and submit with the response package. The Respondent is providing DIR with a release of Liability for DIR to contact and use the reference forms being provided. See the top of the form direction in red which reads "THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR EACH IDENTIFIED REFERENCE AND SUBMITTED WITH THE RESPONDENT'S RESPONSE" (Note: this question was answered under Addendum 3 Question 54)
50.	Exhibit I	NA	If we install or configure software at a customer location and the engineer performing this work is in their personal vehicle, which boxes do we check off on this Exhibit?	None, you will not need to provide this from with your response. however, you will need to provide all the required insurance listed under the DIR Standard Terms and Conditions Section 10:15 Required Insurance Coverage. (Note: this question was answered under Addendum 2 Question 111)
51.	General	NA	I have tried two different browsers to upload documents and I am receiving this error message below. Please advise: Error: Error occurred while loading a Visualforce page.	Please ensure you do not have any special characters in the Document Name. Also, the document file name must be less than 80 characters.
52.	Exhibit J	NA	For the Software Product /Services Category list in Appendix J, is it ok to list multiple categories?	This RFO does not have an Appendix J, however there is an Exhibit J Reference form, yes, the vendor can request references for multiple categories.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
53.	Addendum 2 -Q59	NA	RFO Section 2.5 Out of Scope Services; Addendum 2, Q&A Item 59 - Can DIR please clarify whether awardees may provide Related Services to DIR customers for preexisting customer software so long as the awardee includes said product in their awarded product catalog? (i.e., Does a DIR customer need to purchase licensing in order to purchase Related Services?). The wording in response to Q&A Item 59 is difficult to follow.	<p>1. Can a DIR current customer purchase related services from a Contract / Contractor that did not sale them the software product? a. Yes</p> <p>2. Can a vendor sale service to a DIR customer for a product they do not sale under their awarded contract? a. Yes, however, the services being provided must be one of the services awarded under such contract. (i.e... if you are doing maintenance or support services, your contract must have these services under contract.)</p> <p>3. Does a vendor need to have a brand / software product awarded under a contract to provide services to a DIR vendor for such brand or product? a. No, however, the services being provided must be part of the awarded services listed under such contract.</p> <p>4. Can a vendor respond to this RFO and provide services only? Without being a reseller for any software cots product? a. NO. This is not a service only solicitation.</p>
54.	RFO & Addendum 2- Q59	NA	RFO Section 2.5 Out of Scope Services; Addendum 2, Q&A Item 59 - If DIR customers must purchase licensing in order to purchase Related Services, is there a specific value ratio that awardees must abide by (e.g., \$1.00 of related services for every \$1.00 of purchased licensing)?	The answer in Addendum 2 Question 59 still stands, regarding vendors ability to respond to this RFO providing services only. This is <b>not allowed</b> . Please review the answer to the question 53 above, it does clarify this issue.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
55.	Exhibit K	NA	Exhibit H - If related services are limited to COTS configuration of SaaS products, and a comprehensive SaaS VPAT was submitted as part of a response package, would a respondent be required to submit a VADSIR?	Exhibit H - PDAA is a required self-assessment regardless of response offerings. The PDAA is not related to nor a substitute for ACR(s) or VADSIR(s). Exhibit H is not specific to a product or development service. The PDAA is a self-assessment of accessibility maturity for the vendor organization and is required. Failure to complete and submit a PDAA may result in disqualification.
56.	Exhibit H	NA	Exhibit H - If a VADSIR is not applicable, should Exhibit H be completed by noting that each response item is "not applicable?" Or should the respondent submit documentation on company letterhead articulating why the VADSIR is not applicable?	<p>Exhibit H - PDAA is a required self-assessment of accessibility maturity for the vendor organization and is not specific to a products or development service in the response. Failure to complete and submit a PDAA may result in disqualification.</p> <p>The VADSIR is only required for development services. Vendors may submit a note that they are not providing development services and (therefore) will not be submitting a VADSIR.</p>
57.	Exhibit E	NA	Exhibit E - Published VPAT documentation is extensive. We understand that we may submit a link to Publisher VPAT / ACR documentation via Bid Package 2. May respondents also submit links to a Publisher's VPAT documentation library on company letterhead? We understand that we are responsible for ensuring that links function correctly.	The document providing ACR links on a product owner's website must be accessible and all links must be for the current version of the product.
58.	Package 3A Standard Terms and Conditions Section 7.14	NA	DIR Cost Avoidance: If we are the OEM, do we need to complete this report?	No, the vendor does not conduct the Cost Avoidance analysis. DIR will be conducting this analysis during contract negotiations. The form referenced under this section is not part of the response requirements it is part of the negotiations process.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
59.	Package 3A Standard Terms and Conditions Section 9.2.5	NA	Accurate and Timely Submission of Reports: If there are 0 dollars in a reporting period, is the report still required?	Yes
60.	Exhibit J	NA	will there be an update to Appendix J with 5/23/23 deadline?	The Exhibit J reference form will not be updated. Customers may submit references up to 5/23/23.
61.	RFO Section 3.9.3.7	21-22	Exhibit J Respondent References and Exhibit F Respondent Release of Liability, Information derived from Respondent References, included on the Exhibit J Reference Form, will likely contain information that is confidential and exempt from disclosure under the Texas Public Information Act (PIA). Question: Will DIR treat any confidential records received from canceled contracts in accordance with the requirements of the Public Information Act?	DIR will comply with the Public Information Act. Respondent should clearly mark all information it believes is confidential as directed in Section 3.14, Public Information, of the RFO. Please be aware that 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.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
62.	RFO Section 3.9.3.7	21-22	<p>Exhibit J Respondent References and Exhibit F Respondent Release of Liability, Information derived from Respondent References, included on the Exhibit J Reference Form, will likely contain information that is confidential and exempt from disclosure under the Texas Public Information Act (PIA). Question: Does the Release of Liability exempt DIR from any liability for disclosing confidential and exempt information outside the requirements of the PIA or will DIR honor the requirements of the PIA notwithstanding the Release of Liability?</p>	<p>Respondent Release of Liability is unrelated to the Public Information Act. DIR will comply with the Public Information Act. Respondent should clearly mark all information it believes is confidential as directed in Section 3.14, Public Information, of the RFO. Please be aware that 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.</p>
63.	RFO Section 3.9.3.7	21-22	<p>Exhibit J Respondent References and Exhibit F Respondent Release of Liability, pages 21-22. Information derived from Respondent References, included on the Exhibit J Reference Form, will likely contain information that is confidential and exempt from disclosure under the Texas Public Information Act (PIA). Does the Release of Liability exempt DIR from any liability for disclosing confidential and exempt information outside the requirements of the PIA or will DIR honor the requirements of the PIA notwithstanding the Release of Liability?</p>	<p>Please see response to Question 62.</p>



#	RFO Section or Document	Page #	Vendor Question	DIR Answer
64.	RFO Section 3.9.3.8	22	Information derived from canceled contracts will likely contain information that is confidential and exempt from disclosure under the Texas Public Information Act (PIA). Will DIR treat any confidential records received from canceled contracts in accordance with the requirements of the Public Information Act?	Please see response to Question 61.
65.	RFO Section 3.9.3.8	22	Information derived from canceled contracts and canceled contracts references will likely contain information that is confidential and exempt from disclosure under the Texas Public Information Act (PIA). Does the Release of Liability exempt DIR from any liability for disclosing confidential and exempt information outside the requirements of the PIA or will DIR honor the requirements of the PIA notwithstanding the Release of Liability?	Please see response to Question 62.
66.	General	NA	Is there a way to check if reference forms have been received by TX DIR? Will they show up in the Response Section of Bid Stamp under references?	No, the reference mailbox, like the solicitation does not open until 5/23/23.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
67.	Exhibit B	NA	Exhibit B, question one (page 1) requests a company history no longer than two pages. Question 3 (page 1) limits its response to three pages. The Answer to question 39 in Addendum 3 (page 13) says the entirety of Section B must not exceed five pages, but there are multiple other questions that require a response. Can you please clarify the permissible length of Section B?	Exhibit B, Question 1 is allowed 2 pages, the remaining questions will be allowed 3 additional pages for a total of 5 pages. Limit. However, if Question 1 takes less than 2 pages, the vendor still have a 5 page limit.
68.	Addendum 1	NA	"DIR is here by removing the submission requirements for End User License Agreements (EULA), Software Service Level Agreements and any other type of software agreement currently listed under the RFO as part of required response documentation." When should Respondent submit any required EULAs and associated software agreements ("Required Respondent Contracts") for review by DIR during the RFP process? At which stage of the RFP process will DIR review and respond to Required Respondent Contracts?	DIR will request additional agreements during negotiations, vendors should indicate in their response package which software has EULA or other agreements.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
69.	General	NA	We are experiencing an error uploading certain files (PDAA - excel, Exhibit F - reference release form). I have successfully uploaded other Adobe PDF files. Are certain types of files excluded from uploading? The system requests we send an email for help.	The file name is too long. It needs to be less than 80 characters. If you shorten it to be PDAA after Exhibit H, it will upload fine.
70.	RFO Section 3.9.7	NA	Can Exhibit D: HUB Subcontracting Plan be submitted in a PDF format? It states it should be in docx format in the RFP, but the plan downloaded from the Comptroller website is in PDF format.	The HSP PDF file is editable, <a href="https://comptroller.texas.gov/purchasing/vendor/hub/forms.php">https://comptroller.texas.gov/purchasing/vendor/hub/forms.php</a> .
71.	General	NA	When should Vendor submit any requested redlines to the Sample Contract?	Redline exceptions should all be submitted with your response under Exhibit A1 Exception Table.
72.	RFO Section 3.9.5	NA	RFO Section 3.9.5 Exceptions to Requirements (including Appendix A Standard Terms and Conditions) For purposes of exceptions, please clarify what is considered the RFO document. Are exceptions able to be considered for both the Appendix A (Standard Contract Terms and Conditions Cooperative Contracts) and Appendix B (Contract for Product Services and Related Services)?	Respondents are to provide all exceptions under Exhibit A Exception Table for DIR Terms and Conditions as well as the Contract Sample document. No additional exceptions will be considered after the Solicitation opens.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
73.	RFO Section 3.9.5	NA	RFO Section 3.9.5 Exceptions to Requirements (including Appendix A Standard Terms and Conditions) Please clarify that the exception table set forth in the Word document labeled "02-RFO-DIR-CPO-TMP-570 Package 1 EXHIBIT A1 Exceptions Table" should be used as a reference to create an excel document per the instructions rather than updating the exception Word document provided.	NO, under a previous addendum DIR has clarified that the document to be used for listing exceptions is the Exhibit A1Exception Table provided and to disregard the spreadsheet mentioned on the RFO.
74.	RFO Section 2.2	NA	Section states, "The authorized Resellers will provide the software and related services for Adobe, Microsoft, and Novell ONLY." Question - Will this contract be used to procure any/all types of software and related services or is its restricted only to MS, Adobe and Novell solutions and services?	No, this solicitation is not restricted to the volume license VAR software, this Solicitation is for all types of COTS software and related services, the VAR volume license program is just one part of the RFO scope.
75.	General	NA	As a reseller, am I able to add new software solutions / new brands to my contract post award?	Yes, see section 4. of the contract sample template.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
76.	RFO Section 2.5	7	<p>We are a company that provides our own software products, and we are also a reseller/integrator for other manufacturers' software products.</p> <p>One of these manufacturers has its own TX DIR software contract. As a reseller and integrator for this manufacturer, can we include our cloud hosting services for the manufacturer's software on this TX DIR contract? From our point of view, these cloud hosting services for the manufacturer's software would not be "service only" (which is excluded in this solicitation), since agencies can purchase the software on the manufacturer's TX DIR contract and the cloud hosting services for that software on our TX DIR contract.</p>	<p>1. Can a DIR current customer purchase related services from a Contract / Contractor that did not sale them the software product? a. Yes</p> <p>2. Can a vendor sale service to a DIR customer for a product they do not sale under their awarded contract? a. Yes, however, the services being provided must be one of the services awarded under such contract. (i.e... if you are doing maintenance or support services, your contract must have these services under contract.)</p> <p>3. Does a vendor need to have a brand / software product awarded under a contract to provide services to a DIR vendor for such brand or product? a. No, however, the services being provided must be part of the awarded services listed under such contract.</p> <p>4. Can a vendor respond to this RFO and provide services only? Without being a reseller for any software cots product? a. NO. This is not a service only solicitation.</p> <p><b>Cloud hosting services is out of scope for this RFO.</b></p>



#	RFO Section or Document	Page #	Vendor Question	DIR Answer
77.	Package 3C Sample Service Agreement Section 5.2	3	<p>Can you please clarify the following statement: "This requirement [adjusting the TX DIR price to a lower price offered to another customer] applies to products or services quoted by Successful Respondent for a quantity of one (1) but does not apply to volume or special pricing purchases." Can you describe a scenario in which a "quantity of one (1)" would apply vs. "volume or special pricing purchases"? Typically, COTS SaaS software is sold under a tiered subscription model in which each tier will be a license for a volume range of users or some other unit of measure (TB of data storage, transactions, etc.) We are trying to understand when a "quantity of one (1)" would be applicable.</p>	<p>Please consult with your legal counsel regarding interpretation of contract terms and conditions.</p>

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
78.	General	NA	I'm a reseller offering several different software products from different software publishers. As a result, each software company has its own set of terms and conditions and End User Licensing Agreements (EULA) that are typically required to be signed by the customer before issuing a license. Can you please confirm if 1) the DIR wants and/or needs to approve each company's EULAs and T&Cs and 2) will customers of the DIR contract be required to adhere to the EULAs and T&C of the product offering they are seeking to procure?	Please review Contract Sample Document Section 11, first paragraph and any agreements that do not follow under the conditions stated under this section will be addressed during negotiations.
79.	General	NA	Some of my software publishing companies are still working on completing their VPAT. Can they submit a draft initially and the final during the negotiations phase?	In progress ACRs and ACRs not provided with the submission can be provided later. However, remember there no award of a specific brand of software unless an approved ACR is provided (which can be completed during negotiations), and until the ACR(s) is provided, an evaluation score will be provided for the as-is response.
80.	Package 2 Itemized Pricing Sheet	NA	For the Function field on Tab 1 (Products Detail) of the pricing sheet, can we list more than one function if our software fits into multiple categories, or do we need to duplicate the product and create a separate line item for each function? Or are we limited to a single function per product?	No, you can list as many functions as you need to fit the software being provided.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
81.	General	NA	The manufacturer for which we are submitting products as part of our response would like to present its Software License Agreement to DIR Legal for negotiation and approval. How do we incorporate that license into our RFO response for DIR Legal review during the negotiation phase?	Please review Contract Sample Document Section 11, first paragraph and any agreements that do not follow under the conditions stated under this section will be addressed during negotiations.
82.	General	NA	Software License Agreement is an undefined term. Can you please define or remove capitalization?	This is a sample contract document, the format is not an issue, please focus on reviewing the Contract Terms and Conditions, and determine if your company requires any exceptions to these terms. If you do, please list them on Exhibit A1 exceptions Table.
83.	Package 3A Standard Terms and Conditions Section 3.9	NA	There is a note that "Customers" should "make Successful Respondent aware" of US-only data location requirements. How does a Customer make the respondent aware? Is it in writing?	DIR has a large customer base, with some of them out of the state of Texas and their rules about data location may not apply, also for the State of Texas regulations may only apply to State Agencies, and not all of DIR customers need to adhere to the legislative requirements for data location.
84.	Package 2 Itemized Pricing Sheet	NA	Several of the Products listed in the VAR Products Pricing Sheet (Tab 5b) are no longer supported / eligible for order. Should responding vendors update the spreadsheet to include the most current Product Number, or respond with not applicable?	This question was answered in both Addendum 2 and Addendum 3, and during the Pre-Solicitation Conference recorded audio. Yes, DIR expects vendors to update the list, that is just examples of past item list.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
85.	Package 2 Itemized Pricing Sheet	NA	Is the "Additional Discount Based on Aggregate Sales" portion of the Volume Discount (Tab 4) based on annual spend, or spend for the entire life of the contract?	Most vendors use the annual expenditure, however respondents may determine the total sales timeline, before offering additional discounts.
86.	Package 2 Itemized Pricing Sheet	NA	Can responding vendors add additional "Publisher Categories" underneath the VAR Products Volume Discount (Tab 5a)?	VAR qualified vendors, may add categories if such categories are acceptable to the DIR volume license agreements with the manufacturers of Microsoft, Adobe, and Novell.
87.	Exhibit J	NA	Reference Form What should go in "Group" [sic] in the section to be completed by the Vendor?	See Addendum 3 Question 21

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
88.	Exhibit J	NA	<p>Reference Form The portion to be completed by the Customer refers to "Comprehensive Web Development and/or Managed Services" in the header and several questions. Web Development Services is only one of the categories of this FRO, and it is not applicable to our company. It will confuse our Customers, and they will most likely answer "NA" because they did not receive Web Development Services from us. Would DIR consider revising the form to say: "Offerings (Products and/or Services)" instead of "Comprehensive Web Development and/or Managed Services"? Otherwise, are we allowed to modify this portion to align with the products and services we provided to our Customers?</p>	<p>The revised form was part of Addendum 1, please download.</p>




#	RFO Section or Document	Page #	Vendor Question	DIR Answer
89.	Exhibit J	NA	<p>We have submitted two questions regarding Exhibit J – Reference Form through BidStamp VIS today. The Customer section of the Form makes frequent references to “Comprehensive Web Development and/or Managed Services”. Comprehensive Web Development and/or Managed Services is only one of the categories under the RFO. This will confuse our customers because our company is not providing this type of service. Since the Reference Form is time sensitive, we would like to confirm we are allowed to change the definition of products and/or services on the Form to match what we provided to our Customers. Otherwise, if possible, we request the Form to be revised in time for the next Addendum issuance.</p>	Yes, the form can be changed to your company project. The revised form was part of Addendum 1, please download.
90.	General	NA	COTS Call Center Software is part of this RFO.	Yes

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
91.	General	NA	Is it possible to provide a "CATALOG" and then simply state in the detail table that we will provide a 15% discount on all software in the catalog and 10% on all services in the catalog?	Under the Tab 1 Product Detail on one line, you may list your software brand, functionality and note that the entire software catalogue will be at the same discount, also list a few of the products and the pricing as indicated, you do not need to enter the entire catalogue line. Then carry over the brand and discount information to Tab 2, create the price form in BidStamp enter one line and the Discount. Later during negotiations DIR may request a copy or a list of the catalogue products for our records, and you will need to make the catalogue available to the customers through the WEB site requirements, but these are down the road. For now, enter Tab1 one line, Tab 2 one line and just make sure to list all services you provide under Tab 3 and any additional available volume discount in Tab 4.
92.	General	NA	If so, I can't find anything in the documentation related to providing the "CATALOG". Just states above to provide a "Link". If a link, does this CATALOG need to be a public facing link that is accessible to everyone? Or can it be on our website, behind a password protected area. We do not typically make this information available to the public.	The catalogue link option on Addendum 1 revised price sheet if it still there please disregards the requirement. Regarding making information available with password protected area, that is not allowed however the contract allowed for other methods of providing pricing without revealing your catalogue-based pricing.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
93.	General	NA	<p>We develop police software, and I am not sure how to respond to the EIR Accessibility documents. Our software is what the police officers using on their laptops in their squad cars. As such, our users have certain physical ability requirements for the job. How should I respond to the EIR Accessibility paper if it really doesn't apply for our users?</p>	<p>Accessibility laws and rules are to protect a comprehensive set of disabilities not just physical disabilities. While your user base may not have physical disabilities, they may have neurological, cognitive, color-blindness, etc. State of Texas agencies and institutions of higher education are required to follow TCG 2054 subchapter M which states that "each state agency shall develop, procure, maintain, and use accessible electronic and information resources that conform to the rules adopted under this subchapter." The adopted rules for electronic and information resources are in Texas Administrative Code (TAC) 213. There is no provision for users without disabilities.</p> <p>Product offerings in your response require an ACR (completed VPAT) for each product. When a product is tested against WCAG 2.0 AA success criteria, there may be features that are not required to comply with success criteria. Consult the WCAG guidelines and success criteria for your products. Your response also requires a completed PDAA (exhibit H).</p>

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
94.	General	NA	<p>In the top portion of the form, what dates of performance and contract dollar figure does the State want us to list? The data for the customer providing the reference, or the data for the opportunity we're applying for. It isn't clear to me from the instructions, the form itself, or the pre-solicitation conference slides.</p>	<p>The top of the Reference form is for the responding vendor to fill out.  Vendor Name _____  <b>(your company name)</b>  Software Product/Services  Category _____  <b>(What project did you do/or software did your sale to/for this customer that you are asking for a reference about?)</b>  Prime Contractor _____  <b>(Did your Company use a Contractor if so list them here or did your company do the work, if so, leave blank)</b>  Subcontractor(s) _____    <b>(Did your Company use a Contractor if so list them here or did your company do the work, if so, leave blank)</b>  Dates of Performance: Starting Date _____ Ending Date _____  _____ <b>(The project you did for this customer time ordered and time delivered)</b>  Total Est. Contract Dollar Amount _____ <b>(enter the cost of the project you did for this customer, the project you are requesting a reference for?)</b></p> <p>In case your sale to this customer on a ongoing basis and do not have an specific item or project you are requesting a reference for, just enter "on going" on the fields that request specific project information.</p>



#	RFO Section or Document	Page #	Vendor Question	DIR Answer
95.	General	NA	<p>These two answers from today's Addendum 3 seem to conflict with each other. (Question 27 and 117) Both refer to not exercising an option due to loss of funding. Can you please clarify?</p> 	Question 117 - This section does not require disclosure of Contracts that expired after customers declined to exercise an optional renewal. These types of cancelled contracts can be used as references.
96.	General	NA	VPAT If a vendor has a VPAT completed annually, and it is version 2/3 or higher, can this be submitted in lieu of using the form supplied with the RFO? Or, do you want respondents to complete this requirement using the State-supplied form?	The blank form in the solicitation does not need to be used for completing a VPAT. Respondents can submit an existing ACR as long as the version is 2.3 or higher.
97.	Exhibit A Section 13A	NA	Please clarify that the State wants vendors to complete both the table provided in Exhibit A at line 13(d) AND Exhibit A1-Exceptions Spreadsheet. Does the State want vendors to supply a response to the State at Part 15?	No, vendors will fill in Par 13 d with a NA if there are no exceptions or See Exhibit A1 for proposed exceptions.
98.	Exhibit A Section 15	NA	Proof of Financial Stability Does the State want vendors to supply a response to the State at Part 15?	No, this is an information statement.
99.	Exhibit A	NA	Does the State want vendors to include their Dun & Bradstreet report as evidence of financial stability?	No, DIR will pull the reports during the Financial Review phase of the evaluations



#	RFO Section or Document	Page #	Vendor Question	DIR Answer
100.	Exhibit A Section 16	NA	Does the State want vendors to complete the non-exhaustive checklist within their response to Exhibit A?	Yes, the check list in Exhibit A, is for the vendors acknowledge that they understand those forms are required and must be uploaded as part of your response to this solicitation.
101.	Exhibit B	NA	The four defined technology categories are: Software, SaaS, Related Services. Complete solution software/hardware and services. If a vendor offers SaaS with related services (e.g., platform configuration), should the vendor indicate they are applying as SaaS and Related Services, or Complete solution software/hardware and services?	If you are providing a platform configuration, what is the COTS software product being sold? Platform Configuration is a delivery method for software therefore, the respondent will list the software being provided via a platform configuration delivery method. If a respondent provides a complete solution option which includes hardware, software, and services via a platform configuration delivery method, this can be a line under Tab 1 product detail. and a line under Tab 2 as average discount line for the complete solution to be entered into bidstamp pricing form.
102.	Exhibit C Question 8	NA	In order to ensure we're correctly identifying people/role in the required organization chart, can you please clarify what type of activities you define as being part of "resource sourcing responsibility"?	The organization chart of the support team for this contract. Resource sourcing is the person responsible for helping a customer find the correct products and services to meet their needs. (the person from your organization who responds to quote request)

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
103.	RFO Section 2.7	NA	VPAT If a vendor has a VPAT completed annually, and it is version 2/3 or higher, can this be submitted in lieu of using the form supplied with the RFO? Or do you want respondents to complete this requirement using the State-supplied form?	Accessibility documentation is reviewed according to digital accessibility technical standards as defined in 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA. Response content and conformance to WCAG standards are all reviewed. The packet is scored for completeness and credibility. Credibility is determined by how a product and/or service conforms to WCAG 2.0 AA or higher, explanations for non-conformance, how development aligns with industry best practices for accessibility, and the accessibility maturity of an organization. A missing PDAA may result in disqualification. An ACR is required for each product offering in the response and a VADSIR is required for development services in the response.
104.	Exhibit J and F	NA	The Respondent may not submit the reference form to DIR. Completed Exhibit J Reference Forms submitted by the Respondent will NOT be considered. DIR may contact References for clarification at DIR's discretion. For each reference provided, Respondent shall provide a signed RFO Exhibit F Respondent Release of Liability. Should the respondent send to the reference both Exhibit F Respondent Release of Liability and Exhibit J Reference Form together? And should the reference return both Exhibit F and Exhibit J to TX DIR?	The Exhibit J Reference Form Should be sent to respondent's customers references. The form is completed and provided by the customer via the email address on the form. Exhibit F respondent Release of liability will be fill out for each reference, and for each Cancelled contracts and submitted as part of the vendor's response.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
105.	General	NA	VPAT If a vendor has a VPAT completed annually, and it is version 2/3 or higher, can this be submitted in lieu of using the form supplied with the RFO? Or do you want respondents to complete this requirement using the State-supplied form?	The blank form in the solicitation does not need to be used for completing a VPAT. Respondents can submit an existing ACR as long as the version is 2.3 or higher.
106.	General	NA	Please clarify that the State wants vendors to complete both the table provided in Exhibit A at line 13(d) AND Exhibit A1-Exceptions Spreadsheet.	No, the table in Exhibit A line 13 is for the vendor to indicate if there is any exception. The detail exception and suggested red line is done in the Exhibit A1 table provided.
107.	General	NA	Proof of Financial Stability All Respondents responding to this RFO and all Respondents 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 Respondent to be "in good standing" and a Respondent with which the state is authorized to do business. Does the State want vendors to include their Dun & Bradstreet report as evidence of financial stability?	No, just the number reference as shown on Exhibit A question no. 3.
108.	General	NA	Do we need a Texas Vendor ID (VID) in order to submit our response?	No, you do not need a Texas ID number to respond by will need one to complete the full award process for a contract if you make it through the evaluation process to negotiations.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
109.	General	NA	Related to HUB Subcontract Plan (HSP) – Quick Checklist We have one TX “certified HUB” we intend to award all of the subcontracting work to and we intend to complete GFE Method A (Attachment A). We interpret the instructions of the form that there is NO minimum number of HUBs. Can you confirm this is correct.	You are correct that there is no minimum number of HUBs, please be aware that the subcontracting percentage should not equal 100% as you will still be doing administrative work.
110.	General	NA	Please if the estimated deadline is Response Due Date: 4/28/2023.	See Addendum 4 - All responses to this Solicitation are to be entered into BidStamp by May 23, 23 at 2pm CST the system will not allow any response to be uploaded after the deadline.
111.	General	NA	A vendor's core product is software that we develop in-house. We have software at the server level (back office) and device level (registers). We load our software (via IP) to devices such as registers that we resell from other manufacturers. For example, HP sells tablets which we resell as part of our POS solution. Per the requirements of the RFP, we need to get a Resell Letter from the Manufacturer. In my example, do we need a letter from HP? I ask this because HP hardware is neither our core product nor our software.	DIR will need a reseller authorization letter for all products that you resell to DIR customers, weather you are selling your software products or complete solutions with tablets or other types of peripheral's products.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
112.	General	NA	We have many parts that make up our complete product suite. Should a client want to buy from Transact Campus utilizing the Texas DIR contract and a part number is not on the price list we supply, what happens? For example, we have dynamic price lists, with items such as cables and peripherals that change often. Can we sell one of those items if it is not on the published price list? I know GSA has % rules on mixed contracted prices.	When selling a complete solution vendors will provide the customers with all pieces of the solution needed to have a working product, however the main product for this RFO is the COTS software and that needs to be listed under the price list as individual items, any other pieces to the solution will be included in the turnkey solution % discount entered the price list as well.
113.	General	NA	If a manufacturer is bidding as a sub under a prime bidder, do they also have to submit all documentation such as VPAT, customer references, etc.? Or does just the prime (e.g., SHI/Insight) submit?	A prime is responsible to make sure all requirements are met for any product being proposed under their response to this RFO.
114.	General	NA	Do all subs have to be in full TXRAMP compliance by April 28 or can they be in process, especially if on a prime/disty contract?	No, please see Q&A under Addendum 2, for detail on better understanding the TXRAMP requirements.
115.	General	NA	What is the code for data management/governance software please?	The NIGP code for any software not clearly specified by type is 208/11 Application Software, (Not Otherwise Classified)



#	RFO Section or Document	Page #	Vendor Question	DIR Answer
116.	General	NA	This is the Class/Item Code(s): 20832-*Customer Relationship Management Software (Crm). I was wondering where I could see this particular requirement pertaining to the Class/Item Code - 20832.	The COTS software must be ready to use, no customization is allowed to the core code of any product being proposed under this RFO. There are no requirements for 208-32 the requirements for RFO 570 Software COTS and related services, is that it be a COTS software, no other requirements exist for this type of software.
117.	Exhibit H	NA	4b - In the VADSIR document you list "24hour / 7day/week toll free phone support number" as an example of alternate means. Is this considered a type of alternate means for question 4b in the PDAA response as well?"	The questions in the PDAA are specific to the vendor's organizational practices and the questions on the VADSIR are related to the development services offering in the response.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
118.	General	NA	<p>As part of Transact's normal course of business we send out Order Forms that include references to a set of Master Terms, that include licensing terms among other things, and that apply to all products we offer to our customers as well as a Product Schedule that includes terms and conditions that are applicable to the identified product lines. For example, for our Mobile Credential product, we are required to flow down terms and conditions that are mandated to us by Apple and Google. Also, for our Payments products there are banking terms and conditions that have to be included.</p> <p>1. The additional umbrella Master Terms that we would need to have added to the terms and conditions included in the RFP.</p>	<p>You should add these terms you required to the list of exceptions as additional terms, also you can submit your agreements as part of the response for consideration, however I strongly recommend that you review the Section 11 of the Sample contract (Package 3) which address other terms and conditions. Also, Apple and Google are current branded contract with DIR and have their Terms and Conditions already negotiated for DIR customers, you may want to clarify with them that the agreed upon terms of the current contract will be the same for resellers.</p>
119.	General	NA	<p>The Product Schedule which needs to be included to cover our individual product offerings.</p>	<p>Not sure how this is different from the products list you will enter in Tab 1 detail pricing list. You also may submit the product schedule as part of your response as an attachment to the price list or just as additional documentation.</p>

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
120.	General	NA	<p><b>Previous Question:</b> We have many parts that make up our complete product suite. Should a client want to buy from Transact Campus utilizing the Texas DIR contract and a part number is not on the price list we supply, what happens? For example, we have dynamic price lists, with items such as cables and peripherals that change often. Can we sell one of those items if it is not on the published price list? I know GSA has % rules on mixed contracted prices.</p> <p><b>Previous Answer:</b> When selling a complete solution vendors will provide the customers with all pieces of the solution needed to have a working product, however the main product for this RFO is the COTS software and that needs to be listed under the price list as individual items, any other pieces to the solution will be included in the turnkey solution % discount entered the price list as well.</p> <p><b>Clarification Question:</b> I also want to confirm that your reference below in Question 3, 'turnkey solution % discount entered the price list' is the tab: 2: Bidstamp Brand Average tab in the Pricing Sheet.</p>	<p>Vendors providing complete solutions will list the line "turnkey solution or complete solution in Tab 1, including a sample of what a complete package will include and what provide a sample cost for these types of packages, then enter the line in Tab 2 turnkey solution or complete solution and the discount % that these packages will have. If there are different discounts for the hardware, equipment and software, list these in Tab 1 and the total average of these discounts in Tab 2.</p>

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
121.	General	NA	I do not see a link to the pre-solicitation conference video for DIR-TSO-TMP-570 on the ESBD site for the bid. Could you please share the link to the video or any details on where I can find the video to review? Any assistance would be greatly appreciated.	Please review Addendum 1 it has the complete directions on how to access the conference on DIR YouTube channel.
122.	General	NA	Is BidStamp able to accept .zip files? We have a couple vendors who have 20+ VPATs with no link. If not, is there an alternate way to enter vs. all individually.?	Please review the Pre-solicitation conference video or slide no. 41. Directions on how to submit large zip files through the RFO email is the alternative to submit many files. "For vendors with a high number of VPAT Documents, may submit all documents in a zip file, through the RFO email rfodir-cpo-tmp-570@dir.texas.gov prior to the RFO closing date and time, DIR will move these files to the response folder after the RFO opens. "
123.	General	NA	The majority of these manufacturers will be able to agree to DIR's terms and conditions outright, but a few will request to submit exceptions that are specific to their product and service offerings.	Please refer to Section 2.8, Proposed Changes and Exceptions, of the RFO for instructions on taking exception to DIR's standard terms and conditions. All exceptions, including those requested by Respondent's authorizing manufacturers, must be noted as directed in the Response to the RFO. Respondent will not be able to take any additional exceptions after submitting its Response.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
124.	General	NA	We would like to submit two separate responses to accommodate both groups of manufacturers; however, per responses to questions 104 and 105, "DIR will not consider multiple responses from the same company."	Please refer to Section 2.8, Proposed Changes and Exceptions, of the RFO for instructions on taking exception to DIR's standard terms and conditions. All exceptions, including those requested by Respondent's authorizing manufacturers, must be noted as directed in the Response to the RFO. Respondent will not be able to take any additional exceptions after submitting its Response.
125.	General	NA	Can DIR provide guidance/direction for how we can respond on behalf of manufacturers with exceptions that are specific to their product and service offerings? Will it be viable to include separate versions of the Exceptions Table (Exhibit A1) for manufacturers that require exceptions? Yes, see above	Please consult with your legal counsel regarding the drafting of your exceptions. Respondents may only submit one version of the Exceptions Table, as only one set of terms and conditions will be used for each awarded contract. Respondent's requested exceptions may note differences between manufacturers, if necessary.



#	RFO Section or Document	Page #	Vendor Question	DIR Answer
126.	General	NA	Does DIR have requirements for the Accessibility Statement that would be required if our vendor is unable to provide or obtain an ACR?	An accessibility statement is not provided in lieu of an ACR (completed VPAT). If a product is not fully compliant based on tested results against WCAG success criteria, the vendor can provide an accessibility statement stating the deficiencies against corresponding success criteria, when the deficiencies will be corrected, and what accommodations or alternate means will be provided until the deficiencies are corrected. ACRs not provided with the submission can be provided later. However, remember there is no award of a specific brand of software unless an approved ACR is provided (which can be completed during negotiations), and until the ACR(s) is provided, an evaluation score will be provided for the as-is response.
127.	General	NA	We do have an EIN, and we have included that on Attachment A. Should I put the EIN in the TX VID# area on the HSP?	Yes, your EIN will go in the TX VID# in Section 1a.
128.	General	NA	We are in the process of applying to be added to the DIR for the above referenced contract number.	NOTE: DIR does not have an application process for vendors. Vendors must respond to a solicitation, be responsive and responsible during the administrative evaluation process, after technical evaluations are conducted then vendors that make it to negotiations will have a chance to be awarded a DIR Contract.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
129.	General	NA	Questions regarding the accessibility plan requirements since we don't manufacture, produce, or own IP for any software. We are just a reseller for several best in breed technology providers.	<p>Accessibility requirements are for resellers as well as manufacturers of any type of COTS software, therefore each product being proposed under this solicitation will require an ACR (completed VPAT). Product manufacturers should have an ACR for each product based on testing against WCAG 2.0 AA or higher success criteria, and most of them post the ACR(s) on their website, as well as provide them to their authorized resellers.</p> <p>(Addendum 3 Question 27) DIR will accept an existing ACR (completed VPAT) if the product has not changed since the last accessibility test to WCAG standards. If the product has been updated, a new ACR is required demonstrating how the new version conforms to WCAG success criteria.</p>
130.	General	NA	Is it possible to have a call with you or a designated person to work through this so we can submit in accordance with your requirements?	<p>Addendum 1 Pre-Solicitation Conference Slide No. 44, you may contact Marie for discussions with accessibility, she also offers training for vendors.</p> <p>CONTACT:  Marie Cohan, Statewide Digital Accessibility  Technology Planning, Policy, and Governance  (512) 463-6186    marie.cohan@dir.texas.gov</p> <p>NOTE: DIR is now offering Accessibility Training for vendors; you can register by emailing  statewideaccessibility@dir.texas.gov</p>

131.	General	NA	<p>After thoroughly reviewing the Addendum 3 Questions and Answers for RFO DIR-CPO-TMP-570, we need a clarification about the information we are required to provide for Exhibit B, Respondent History and Experience, Question #6 in Table 4: 6) Using Table 4, indicate whether 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. In Addendum 3, in Question/Answer 70, the answer states: "Vendors will provide total sales to date by State for sales which falls under the scope of this RFO." In Addendum 2, in Question/Answer 61, the answer states: "DIR is requesting a list of Current Active Contracts a respondent has with any other entity in or out of the State of Texas. DIR is not looking for respondents' Account information." In light of the original instructions for Question #6 plus the two Q&amp;As in Addenda 2 and 3, we have come to the conclusion that DIR is asking for us to list the entity names, total sales amounts, and scopes of state-wide contracts – similar to this DIR RFO – through which public entities within those states</p>	<p>First note: These two questions are not asking the same question. Question # 70 Addendum, 3 (Exhibit B, Respondent Experience, Question 6, Table 4. Sales to Other State Public Entities. Are you asking for a list of all contracts with other entities in other states? If so, each one individually or aggregate by state? From what time? Last 12 months? Longer?) This question is regarding: Are we asking for all contracts with other states besides Texas? Do you need individual or aggregate by state? How far back? Question #61 Addendum, 2 (03-RFO-DIR-CPO-TMP-570 Package 1 Exhibit B Respondent Experience - Question 6 - Are you looking for a list of all state/local accounts outside of Texas that a respondent has a contract with?) This Questions is asking about state and local accounts – which may or may not have sales? Is that correct? A. So no, you are not, correct? If our conclusion is not correct, could you please explain what information we are required to provide for Exhibit B, Question #6? Answer: Using Table 4, indicate whether 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. Vendors will provide total sales by state for products sold which fall under the RFO scope. Do not enter each individual contract. You can combine the sales by state by customer, or show only the highest dollar amount contracts, or even a total by state by market type. The key to this question is to determine the amount of</p>
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#	RFO Section or Document	Page #	Vendor Question	DIR Answer
			(state, county, municipal, education, etc.) can purchase the same products/services that we are proposing to DIR.	business your company has with other government entities in other states. So, the data can be listed, as follows: (just an example) You may add a note at the end of the table that explains what you are providing in table 4, which is a sample of the 6000 contracts with public sector (state, county, municipal) entities, you may give it a total dollar amount for all contracts together as well.
132.	General	NA	How will we know when/if a customer has returned the reference forms, to DIR?	They will send in through the RFO email on the form. Vendors should check with their customers if they have turned it in. Also, you can have the references cc you when they send it in, so you got a record of it.
133.	General	NA	How often will the awarded Contractor be allowed to update their Catalog Brand(s) pricing?	See package 3 sample contract section 5.3.
134.	General	NA	When will the awarded Contractor be allowed to make pricing updates to their awarded Brands?	See package 3 sample contract section 5.3.
135.	General	NA	How often will the awarded Contractor be allowed to add new products to their awarded Brand(s)?	See package 3 sample contract section 4.
136.	General	NA	When will the awarded Contractor be allowed to add new products to their awarded Brand(s)?	See package 3 sample contract section 4.
137.	General	NA	We have the Pre-Solicitation video but thought we had heard that there was a you tube video specifically on the Cost component?	The Pre-Solicitation Conference is what is on YouTube see the link under Addendum 1.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
138.	General	NA	Thank you, we have completed watching that one. I was told there was a video specifically on "Cost/Pricing"?	No, the solicitation conference has a section on Bidstamp slides 50-61 and Pricing slides 62-72
139.	General	NA	Where will we submit all our documents for this contract?	Someone in your company needs to request an account or update the account you currently have. Please review Addendum 1 – Pre-Solicitation Conference Slides 50-61 which goes over the Vendor Information Systems (VIS) Portal – BidStamp process and how to upload the response documents.
140.	General	NA	And do you have any additional information that can help?	This Solicitation (RFO) has a total of 17 original documents, 4 addendums, plus 1 video on YouTube that helps vendors with the RFO response. Please make sure you review and have all the correct documents before starting to fill out the solicitation response forms. Exhibit A – Respondents information form has this check list to assist with the needed documentation for a complete RFO response.
141.	General	NA	Also, I see there is a "Vendor References" tab, and you can input a reference email. Should I be putting the email address of those ppl I reached out to provide a reference with the form provided?	The reference forms were supposed to be e-mailed out to customers, and they are to be submitted to DIR by the customers via the email provided in the form. Do not use bid Stamp for this purpose.
142.	Exhibit J	NA	I had sent Exhibit J - Reference Form to our references for completion, but I am now seeing. Exhibit F - Respondent Release of Liability ... should I also send them Exhibit F for completion, or is that for us to complete?	This form is for the vendor to provide a list of the customers providing references and cancelled contracts -Vendor release of liability for DIR to contact these customers. <b>Exhibit F should be completed and submitted with the response.</b>



#	RFO Section or Document	Page #	Vendor Question	DIR Answer
143.	General	NA	Regarding the pricelist, what would you suggest we enter for MSRP as it is constantly fluctuating for some of our cloud products?	Cloud Services is not part of the Scope of this RFO.
144.	General	NA	Would we be able to have a sanitized example of a populated Exhibit E: VPAT portion of the package? Some guidance on how to approach this portion would be very helpful.	Vendors are responsible for providing ACRs (completed VPATs) for their proposed products. ACRs can be provided by the manufacturer, or the vendor/reseller can complete a VPAT for a product but must use information based on product testing against the WCAG success criteria. NOTE: most software brands have their ACRs posted on their official web sites. DIR will accept ACR URLs too.
145.	General	NA	Can DIR provide a list of software brands currently under contract for COTS?	Yes, see Attachment A of this Addendum
146.	Exhibit D	NA	Hub Subcontracting Plan (HSP) - Are we allowed to submit our HSP prior to the submittal deadline for review? If so, who do we send it to?	Yes, the HUB team will provide a precursory review. Please email a copy of your HSP to the HUB office @ dir.hub@dir.texas.gov.
147.	General	NA	Should I have any of my references send the email to the email address listed in the document in any certain format or have any specific title line?	The email header may read. Subject: (Vendor name) – Reference DIR-CPO-TMP-570
148.	General	NA	I just wanted to make sure I am doing the references part correctly. Do we need a certain number of references? I am not sure if that is listed somewhere or if I am missing it.	Please see RFO Section 3.9.3.7 for the minimum number of references.

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
149.	General	NA	Does agreeing to section 5 intellectual property matters imply the Texas DIR has rights or ownership over our Intellectual property and trademarks?	Please consult with your legal counsel for questions regarding interpretation of contract terms and conditions.
150.	General	NA	Contract modifications: Can an awarded contract be modified during the life of the contract to add additional COTS solutions?	Yes, see Package 3b Contract Template Section 4.
151.	Exhibit I	NA	Certification of OFF Premise Customer Services Do we need to fill this out if we only conduct installation and training on customer premises? Otherwise, we are off premise	Yes
152.	General	NA	What are all of the required documents to submit for this RFO?	Exhibit A Section 16 has the required documentation check list.
153.	General	NA	What is an LOA and when does this need to be submitted by?	See Addendum 2 Question 9

#	RFO Section or Document	Page #	Vendor Question	DIR Answer
154.	General	NA	What is an LPAT and when does this need to be submitted by?	<p>The solicitation references the VPAT not an LPAT. A VPAT is a product template to document how a product is tested against WCAG 2.0 AA or higher success criteria. The completed VPAT is called an Accessibility Conformance Report, and this is the required document for each product offering in the vendor's response. ACRs are to be submitted with the response by 5/23/23. For VPATs in-progress, the completed VPAT (ACR) can be submitted later; however, there is no award of a specific brand of software unless an approved ACR is provided (which can be completed during negotiations), and until the ACR(s) is provided, an evaluation score will be provided for the as-is response.</p>

Addendum 2 Attachment Documents:

1. Attachment A – Current Brand Report

<b>DIR Current Brands</b>
3D Analytics
4iq
911 Datamaster
A10
Abbyy
Accedian Networks
Accela
Accelion
ACL GRC
ACL Robotics
ACL Services
Acquia
Actifio
Activepdf
Acuo
Adaptus
ADF
Adjacent Technologies
AdvoLogix
AeroDefense
AFS
Agari
AgileAssets
AINS
Akamai
AKG
AlertMedia
Alfresco
Algosec
AlienVault
Alike
Alteryx
Amazon Web Services (AWS)
AMK
Analytics
Anaplan

<b>DIR Current Brands</b>
Anomali
Apcon
AppDynamics
Appian
Appian Graphics
Application Perfect
Appsian
Apttus
Aqua Security Software
Archer
Archibus
Arctic Wolf
Arcusys
Armis
ASG Technologies
ASOC
Assured Data
Atlas Sound
Atlassian
AttackIQ
Attivo
Aurea
Authentic8
Autodesk
AutoDev Studio
Avanan
Avatier
Avepoint
Avepoint Inc
Aviatrix
Avteq
Aware
AWS
Axiom
Axiom Memory Solutions
Axiom Pro



<b>DIR Current Brands</b>
Axis
B2GNOW
Barco
Barracuda
BasicGov
BBCY
Beezy
Beyond Trust
Biamp
Big Analytixs
BigID
Binti
Bitdefender
Bitglass
BitSight
Blackberry Enterprise Mobility Suite
BlackBoard
blancco
Bluecat Networks
BMI Imaging
Bomgar
Bonfire
Bosch
Boss Solutions
Box
Box Inc.
Bracket Labs
Bradford Networks
Bravium
Broadcom
BSS Audio
BullWall
Buurst
CA Technologies
Cables2Go
Cambridge Sound

<b>DIR Current Brands</b>
Carbonite
Case Commons
CBM Archives
Cellebrite
Centrify
ChainAnalysis
ChameleonDocs
Check Point Software
CheckMarx
Chief Manufacturing
Cimcor
Citrix
CityBase
CityInnovate
Clariti
Claroty
Clear Story Data
ClearBlade
Clock Audio
CloudBees
Cloudbyz
cloudera
CMA
CodeRED
Cofense
Cohesity
Collabnet
ColorCodeIT
Colortokens
Column Case
Community
Commvault
Comodo
ComplianceSeal
Confluent
Contrast

<b>DIR Current Brands</b>
ControlUp
Copado
Corel
Cornerstone OnDemand
Courthouse JMS
Courthouse Tablet
Creston
Crowdstrike
Crown
Cumulus
Cutting Edge
Cyber-Ark Software
Cyber-Ark Software
CybeReady
Cygilant
Cylance
D2IQ
Da-Lite
DarkOwl
Data Systems
Databank IMX
DataDog
DataXport.Net
Decision Lens
Delphix
Demisto
Dexaga
Digital Defense
Digital Guardian
Digitech
Discover Technologies
Docker
Document Logistix
DocuSign
DOMA
Domo

<b>DIR Current Brands</b>
Draper
Drawloop
Dronedeploy
Dropbox
Druva
DUO
Dynatrace
eCivis
Ekahau
Elastic
Elasticsearch
Elearningforce
Embarcadero
Endgame
Ensilo
Entco
Ephesoft
erwin Inc.
eSentire
Eset
Eset (SaaS)
Evoko
Exabeam
Experian
ExtraHop
Extron
F5
FactGem
FICO
Fidelis Security
FieldFlex
FireEye
FirstAware
Five9
FleetAI
Flexera

<b>DIR Current Brands</b>
Flosum
Fluxx
FM Works
ForeScout
ForgeRock
Formatta
Formstack
Fortinet
Foxit
F-Secure
FSR Inc.
Fujitsu
GAIN
Genesys
Gigamon
Gimmel
GitLab
Globalflyte
Globalscape
GNT
GoGuardian
GovQA (WebQA)
Granicus
Graphical WorkFlow
Graylog
Groundwork
Guardicore
Hashicorp
Haystax
HCL Software
HeadLight
HID Global
HID-CrossMatch
HID-Digital Persona
HiveIO
Hootsuite Media



<b>DIR Current Brands</b>
Hyland Software
Hytrust
IBI
IBM
iboss
ID.me
Idaptive
Ideagen
IdentityIQ
Idera
IGEL
IKUSI
Illusive Networks
ImageSilo
ImageSoft
Impero
Imperva
Imprivata
Impulse Point
Infoblox
Infocus
Infocyte
Infor
Informatica
Inspyrus
Intello
Invincea
IP360
IronNet
ISM
Ivanti
Ixia
Ixia - Keysight
Jama Software
JAMF
JazzNet

<b>DIR Current Brands</b>
JBL
K2
Kapalya
Kaypala
Kenna
KnowBe4
KnowWho
Kofax
KOM
KOMpliance
KPMG
Kronos
Lab Gruppen
Lakeside
Laserfiche
Lastline
Leaptree
LeaseAccelerator
Liberty AV Solutions
Liferay
Linkedin
Liquidware Labs
Listen Technologies
LogMeIn (GotoMeeting products)
LogRhythm
Lookout, Inc.
Malwarebytes
MapAnything
MarkLogic
Marshall Furniture
MB&A
McAfee
Medallia
Meridian
Merit International
Metalogix

<b>DIR Current Brands</b>
M-Files
Micro Focus
Microsoft
MicroStrategy
MicroView
Middle Atlantic
Mimecast
MKinsight
MobileIron
MongoDB
Mulesoft
Nasuni
NetAbstraction
NetApp
NetFlow
NetFoundry
Netscout
Netskope
Network Kinetix
Neverfail
New Relic
NextRequest
Nintex
NNData
NOVASTOR
Novell
Ntrepid
Nuance
NUIX
Nutanix
Nuvolo
Nvidia
Obsidian
Okta
Omada
Onapsis

<b>DIR Current Brands</b>
OnBase
OnData
One Identity
OneView
OnSolve
OpenCounter
OpenGov
OpenText
OutSystems
Paessler
PaexerHealth
PagerDuty
Palo Alto
PaperFlow
PaperVision
Paxera
PDS
Pegasystems
Pentana Audit
Perceptive
Persimmony
Pitney Bowes
Planar
PlatCore
Pluralsight
Polycom
Polyverse
Pondera
Portswigger
Precisely
Precision Hawk
Preempt Security
Premier Mounts
Preservica
PrinterLogic
Prism

<b>DIR Current Brands</b>
Procore
Proofpoint
Pulse Secure
Puppet
Qfiniti
Qlik
QlikTech
Qognify
QSC
Quadric Software
Qualtrics
Qualys
Quantexa
Quest
Questica
Radiant RFID Software
RangeForce
Rapid7
ReadSpeaker
Recorded Future
Red Hat
Red River
RedSeal
REI Systems
Remediant
RestNSX
Revenue Grid
ReversingLabs
RGB Spectrum
RockSolid
RSA
S2
Sailpoint
Salesforce
Salesforce
Samsung



<b>DIR Current Brands</b>
SAP
SAS Institute
Saviynt
Sayari
Scale Computing
Screen Innovations
SDL Government
SeamlessDocs
Sectigo
SecureAuth
Secureworks
Security Scorecard
Securonix
Seltis
SentinelOne
SerentityEHS
ServiceNow
ServiceNow
Sharegate
ShortPoint
Shure
Signal Sciences
SimpliGov
Siren.io
Skuid
Skybox
Skybox Security
Slack
Smartsheet
Snow Software
SnowFlake
Socrata
Software AG
Solarwinds
Sophos
Sound Control

<b>DIR Current Brands</b>
Soundcraft
SPIDR Tech
Spirion
Splunk Software
Spyrus
StaveApps
STEALTHbits
Storagecraft
SummonsDirect
Sumo Logic
Symantec
Syn-Apps
Syncscort
TABLEAU SOFTWARE
Tanium
Tannoy
Team Northwoods
TeamMate
Techsmith
TechSoft 3D
TEG Technologies, LLC
Telemessage
Tenable
Teradici
Tetra4D
Thales
Thales Security
ThinkSmart
ThinkTime
Thoughtspot
ThreatCare
Thycotic
TIBCO
TimelinePI
TimeTrade

<b>DIR Current Brands</b>
TITUS
Titus by HelpSystems
TransUnion
Trend Micro
Trifacta
Trimble
Tripwire
Trustwave
Tufin
Turning Technologies
TV One
Twistlock
Tyler Jury
Tyler Jury Manager
UIPath
Unifi
Unitrends
Unqork
User1st
V3 Cybersecurity
Vaddio
Valimail
Valo
Varonis
Veeam
Veritas
Veritone
VIA
Viavi
Visix
Vlocity
VMware
Vormetric
Voyager Analytics
Wasabi
WhiteCanyon

<b>DIR Current Brands</b>
WhiteHat Security
Wickr
Williams Sound
Wiremold
Workday
Workiva
Worksoft
XAQT
Xcential
Xerox
XM Cyber
Zencity
ZENOSS
Zerto
Zimperium
Zoom
Zscaler

## Program Signature Form

MBA/MBSA number

Agreement number

4942672

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Product Selection Form	2684156.005_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> New Braunfels Utilities <b>Signature*</b> <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>
<b>Tax ID</b>

\* indicates required field

Microsoft Affiliate
<b>Microsoft Corporation</b>
<b>Signature</b> <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)



**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b>
<b>Signature*</b>
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>

*\* indicates required field*

<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name)*</b>
<b>Signature*</b> _____
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>

*\* indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
Dept. 551, Volume Licensing  
6880 Sierra Center Parkway  
Reno, Nevada 89511  
USA

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	91424592	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>			

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

### ***Terms and Conditions***

#### ***1. Definitions.***

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
  - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
  - 2)** For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
  - 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional



Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
  - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### 3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

### 4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## 5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate’s termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
  - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. Government Community Cloud.**

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i)** Government Community Cloud Services will be offered only within the United States.
  - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

- Enrolled Affiliate only
- Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

### **1. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** New Braunfels Utilities

**Contact name: First\*** Bill **Middle** **Last\*** Ryan

**Contact email address\*** billryan@nbutexas.com

**Street address\*** 263 Main Plaza

**City\*** New Braunfels

**State\*** TX

**Postal code\*** 78130-5135 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 830-629-8477

**Tax ID**

*\* indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name:** First\* Bill Middle Last\* Ryan  
**Contact email address\*** billryan@nbutexas.com  
**Street address\*** 263 Main Plaza  
**City\*** New Braunfels  
**State\*** TX  
**Postal code\*** 78130-5135 -  
(Please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** United States  
**Phone\*** 830-629-8477

**Language preference.** Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

\* indicates required fields

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name:** First\* Bill Middle Last\* Ryan  
**Contact email address\*** billryan@nbutexas.com  
**Phone\*** 830-629-8477

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

\* indicates required fields

- d. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** SHI International Corp.  
**Street address (PO boxes will not be accepted)\*** 290 Davidson Ave  
**City\*** Somerset  
**State\*** NJ  
**Postal code\*** 08873  
**Country\*** United States  
**Contact name\*** Kimara Lindsay  
**Phone\*** 888-764-8888  
**Contact email address\*** MSTeam\_@SHI.com

\* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

**Signature\*** *Kimara Lindsay*

**Printed name\*** Kimara Lindsay

**Printed title\***

**Date\***

\* indicates required fields

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.



- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

**1. Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Electronically Submitted

Proposal ID

2684156.005

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	310	310	1.0	User Licenses

Products	Enterprise Quantity
<b>Office Professional Plus</b>	
Office Professional Plus	450
<b>Client Access License (CAL)</b>	
<b>Core CAL</b>	
Core CAL	310
<b>Windows Desktop</b>	
Windows E5 per User	310

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
<b>Quantity</b>	450	310	310	310

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USL:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<b>Note 1:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
<b>Note 2:</b> Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
<b>Note 3:</b> Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.	
<b>Note 4:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

## **Additional Terms and Conditions under Texas DIR-CPO-5237**

between

**SHI Government Solutions, Inc.**  
**(“Vendor” or “SHI GS”)**  
1301 South MoPac Expressway,  
Suite 375  
Austin, Texas 78746

and

**New Braunfels Utilities**  
**(“Customer” or “NBU”)**  
263 Main Plaza  
New Braunfels, Texas 78130

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Vendor and Customer agree as follows. Effective as of the date of the last signature below (the “Effective Date”), this Texas Department of Information Resources (“DIR”) Contract DIR-CPO-5237 (“DIR Contract”) for cooperative purchases for specific services from SHI Government Solutions, Inc. is incorporated by reference into and made part of these Additional Terms and Conditions (the “Agreement”). The Agreement will govern the purchases and orders and each statement of work (SOW) that are provided to NBU from Vendor that are made during the term of DIR Contract with Vendor for Microsoft Volume Licensing. The Customer is an eligible purchaser of the offerings under the DIR Contract, which is publicly available on the DIR website at:

<https://dir.texas.gov/contracts/dir-cpo-5237>

This Agreement shall become effective on the Effective Date and shall remain in effect for a term of 36 months. Cumulative purchases under this Agreement shall not exceed \$1,154,996.04.

Per the DIR Contract, Vendor will secure and maintain throughout the term of this Agreement at least the minimum insurance coverages specified in the DIR Contract. Within five (5) business days of the execution of this Agreement and upon future request from NBU, Vendor shall provide proof of such insurance coverage by providing a Certificate of Insurance demonstrating compliance with the insurance coverages to NBU listed as additional insured. Vendor will provide an updated Certificate of Insurance to NBU prior to the expiration of each applicable policy.

This Agreement and all of the rights and obligations of the parties shall be governed by and enforced under the laws of the State of Texas and the United States, as applicable. In the unlikely event any such situation may be necessary, the exclusive venue for any litigation under this Agreement shall be in a court of competent jurisdiction in Comal County, Texas. The parties agree to communicate and cooperate to resolve any concerns prior to filing litigation. Any mediation will be conducted by a mediator selected by both parties, and mediation shall be located in New Braunfels, Texas.

NBU and Vendor agree to reference the applicable current DIR Contract for quotations, purchase orders, and SOWs that are for offerings available from Vendor under the DIR Contract. The parties also agree to cooperate to resolve any administrative issues for proper processing of orders and billing related to this Agreement. This Agreement is entered into on behalf of the parties by their below authorized representatives:

**Vendor:**  
**SHI Government Solutions, Inc**

Signature:

Name:

Position:

Date:

**Customer:**  
**New Braunfels Utilities**

Signature:

Name:

Position:

Date:





Pricing Proposal  
Quotation #: 24880686  
Reference #: Net New EA  
Created On: 5/21/2024  
Valid Until: 8/30/2024

## TX-New Braunfels Utilities

## Inside Account Manager - Public Sector

### Jeffrey Jones

P.O. BOX 310289  
NEW BRAUNFELS, TX 78131  
United States  
Phone: 8306088868  
Fax:  
Email: JJones@nbutexas.com

### Victor Arias

290 Davidson Ave.  
Somerset, NJ 08873  
Phone: (732)-317-6938  
Fax:  
Email: Victor\_arias@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Office Professional Plus ALng LSA Platform Microsoft - Part#: 269-12445 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 1 of 3	450	\$177.90	\$80,055.00
2 Core CAL ALng LSA Platform UCAL Microsoft - Part#: W06-01066 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 1 of 3	310	\$84.02	\$26,046.20
3 Azure Monetary Commitment Provision ( Commerical) Microsoft - Part#: AAA-35418 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 1 of 3	1	\$0.00	\$0.00
4 CIS Suite Datacenter Core ALng LSA 2L Microsoft - Part#: 9GS-00495 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 1 of 3	280	\$383.82	\$107,469.60
5 Exchange Server Ent ALng LSA Microsoft - Part#: 395-02412 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 1 of 3	4	\$1,681.03	\$6,724.12
6 SQL Server Standard Core ALng LSA 2L Microsoft - Part#: 7NQ-00302 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 1 of 3	82	\$1,487.48	\$121,973.36

7	Win E5 Sub Platform Per User Microsoft - Part#: AAA-22360 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 1 of 3	310	\$112.92	\$35,005.20
8	Win OLS Activation User Sub Add-on E5 Microsoft - Part#: AAA-51068 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 1 of 3	310	\$0.00	\$0.00
9	Win Remote Desktop Services CAL ALng LSA UCAL Microsoft - Part#: 6VC-01252 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 1 of 3	140	\$55.18	\$7,725.20
10	Office Professional Plus ALng LSA Platform Microsoft - Part#: 269-12445 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 2 of 3	450	\$177.90	\$80,055.00
11	Core CAL ALng LSA Platform UCAL Microsoft - Part#: W06-01066 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 2 of 3	310	\$84.02	\$26,046.20
12	Azure Monetary Commitment Provision ( Commerical) Microsoft - Part#: AAA-35418 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 2 of 3	1	\$0.00	\$0.00
13	CIS Suite Datacenter Core ALng LSA 2L Microsoft - Part#: 9GS-00495 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 2 of 3	280	\$383.82	\$107,469.60
14	Exchange Server Ent ALng LSA Microsoft - Part#: 395-02412 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 2 of 3	4	\$1,681.03	\$6,724.12
15	SQL Server Standard Core ALng LSA 2L Microsoft - Part#: 7NQ-00302 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 2 of 3	82	\$1,487.48	\$121,973.36
16	Win E5 Sub Platform Per User Microsoft - Part#: AAA-22360 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 2 of 3	310	\$112.92	\$35,005.20

17	Win OLS Activation User Sub Add-on E5 Microsoft - Part#: AAA-51068 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 2 of 3	310	\$0.00	\$0.00
18	Win Remote Desktop Services CAL ALNg LSA UCAL Microsoft - Part#: 6VC-01252 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 2 of 3	140	\$55.18	\$7,725.20
19	Office Professional Plus ALNg LSA Platform Microsoft - Part#: 269-12445 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 3 of 3	450	\$177.90	\$80,055.00
20	Core CAL ALNg LSA Platform UCAL Microsoft - Part#: W06-01066 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 3 of 3	310	\$84.02	\$26,046.20
21	Azure Monetary Commitment Provision ( Commerical) Microsoft - Part#: AAA-35418 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 3 of 3	1	\$0.00	\$0.00
22	CIS Suite Datacenter Core ALNg LSA 2L Microsoft - Part#: 9GS-00495 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 3 of 3	280	\$383.82	\$107,469.60
23	Exchange Server Ent ALNg LSA Microsoft - Part#: 395-02412 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 3 of 3	4	\$1,681.03	\$6,724.12
24	SQL Server Standard Core ALNg LSA 2L Microsoft - Part#: 7NQ-00302 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 3 of 3	82	\$1,487.48	\$121,973.36
25	Win E5 Sub Platform Per User Microsoft - Part#: AAA-22360 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 3 of 3	310	\$112.92	\$35,005.20
26	Win OLS Activation User Sub Add-on E5 Microsoft - Part#: AAA-51068 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 <b>Note:</b> Year 3 of 3	310	\$0.00	\$0.00
27	Win Remote Desktop Services CAL ALNg LSA UCAL	140	\$55.18	\$7,725.20

Microsoft - Part#: 6VC-01252  
Contract Name: Adobe/Microsoft Software & Related Services  
Contract #: DIR-CPO-5237  
**Note:** Year 3 of 3

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Total \$1,154,996.04

#### **Additional Comments**

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**This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.**

**Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.**

**Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.**

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*