



## Department of Information Resources

**Request for Offer  
DIR-TSO-TMP-424**

**Education Information Technology (I.T.) Products and Related  
Services**

**Issued: 3/15/2019**

**Initial Responses Due: 04/25/2019 02:00 PM (CT)**

<b>Class</b>	<b>Item(s)</b>
204	54,68
207	32,75
208	43,47,53,54,59,60,66,80,86
209	48,60,87

<b>Class</b>	<b>Item(s)</b>
204	54,68
578	76
655	96
680	87
710	52
838	86
920	07,31,47
924	40
939	21
946	54
956	35
984	24,54

# Table of Contents

<b>1.</b>	<b>INTRODUCTION .....</b>	<b>1</b>
<b>1.1.</b>	<b>Purpose .....</b>	<b>1</b>
<b>1.2.</b>	<b>Background .....</b>	<b>1</b>
1.2.1	Information Technology Acquisition .....	1
1.2.2	Texas Government Code, Section 2157.068.....	2
1.2.3	Cost Avoidance Performance Measures.....	2
1.2.4	Cost Recovery .....	3
1.2.5	Historical Sales .....	3
1.2.6	Current Contracts .....	3
1.2.7	E-Rate and EDGAR Eligibility .....	3
1.2.8	Exclusions.....	4
<b>2.</b>	<b>VENDOR INFORMATION SYSTEM (VIS) PORTAL - BIDSTAMP.....</b>	<b>5</b>
<b>2.1.</b>	<b>Solicitation Response Requirement .....</b>	<b>5</b>
<b>2.2.</b>	<b>VIS Account Request Process.....</b>	<b>5</b>
<b>3.</b>	<b>SCOPE.....</b>	<b>5</b>
<b>3.1.</b>	<b>Products .....</b>	<b>5</b>
3.1.1	Pricing .....	6
<b>3.2.</b>	<b>Related Services.....</b>	<b>8</b>
<b>3.3.</b>	<b>Emerging Technologies.....</b>	<b>8</b>
<b>3.4.</b>	<b>Threshold and SOW Requirements .....</b>	<b>9</b>
<b>3.5.</b>	<b>Electronic and Information Resources (EIR) Accessibility .....</b>	<b>9</b>
<b>3.6.</b>	<b>Form of Contract.....</b>	<b>10</b>
3.6.1	Sample Contract and Terms Negotiation .....	10
3.6.2	Proposed Changes and Exceptions .....	10
<b>4.</b>	<b>GENERAL INFORMATION.....</b>	<b>11</b>
<b>4.1.</b>	<b>Point of Contact .....</b>	<b>11</b>
<b>4.2.</b>	<b>Contact with DIR Staff.....</b>	<b>11</b>
<b>4.3.</b>	<b>Anticipated Schedule .....</b>	<b>11</b>
4.3.1	RFO Schedule .....	11
4.3.2	Vendor Conference.....	12

4.3.3	Written Questions and Official Answers .....	12
<b>4.4.</b>	<b>Historically Underutilized Businesses.....</b>	<b>13</b>
4.4.1	HUB Subcontracting Plan.....	13
4.4.2	HUB Continuing Performance.....	14
4.4.3	HUB Resources Available .....	14
<b>4.5.</b>	<b>Vendor Qualifications .....</b>	<b>14</b>
4.5.1	Authorized Vendors .....	14
4.5.2	Federal Requirements .....	15
4.5.3	Vendor Performance and Debarment .....	15
4.5.4	Required Vendor and Subcontractor Current and Former State Employee Disclosures .....	15
<b>4.6.</b>	<b>Response Deadline and Submission Requirements.....</b>	<b>16</b>
4.6.1	Official Timepiece .....	16
<b>4.7.</b>	<b>Response Format and Contents .....</b>	<b>16</b>
4.7.1	Mandatory Response Contents .....	16
4.7.2	References .....	17
4.7.3	Accessibility of Electronic Response Documents.....	17
<b>4.8.</b>	<b>Rejection of Responses .....</b>	<b>17</b>
<b>4.9.</b>	<b>Right to Amend or Withdraw RFO .....</b>	<b>18</b>
<b>4.10.</b>	<b>Ownership of Responses .....</b>	<b>18</b>
<b>4.11.</b>	<b>Public Information .....</b>	<b>18</b>
<b>5.</b>	<b>EVALUATION, NEGOTIATIONS, AND AWARD.....</b>	<b>19</b>
<b>5.1.</b>	<b>Evaluation of Responses.....</b>	<b>19</b>
<b>5.2.</b>	<b>Evaluation Criteria .....</b>	<b>19</b>
5.2.1	Pass/Fail Criteria .....	19
5.2.2	Weighted Evaluation Criteria.....	19
<b>5.3.</b>	<b>Oral Presentations, Best and Final Offer .....</b>	<b>20</b>
<b>5.4.</b>	<b>Negotiations .....</b>	<b>20</b>
<b>5.5.</b>	<b>Award of Contract.....</b>	<b>20</b>
<b>5.6.</b>	<b>Vendor Protest Procedures .....</b>	<b>20</b>

**Exhibit A – Vendor Information Form**

**Exhibit B – Vendor History and Experience**

**Exhibit C – Contract Marketing and Support Plan**

**Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan**

# 1. Introduction

## 1.1. Purpose

The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Education Information Technology (I.T.) Products and Related Services to the State of Texas, 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 or more qualified Vendors with whom to enter into negotiations. Section 5 of this RFO contains more information regarding the response evaluation and Vendor selection process. DIR reserves the right to make a single award or multiple awards from this RFO. All contracts awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.

As a result of this RFO, DIR expects to create a contract vehicle that satisfies statewide procurement requirements for Education Information Technology (I.T.) Products and Related Services contracts and improves the efficiency of the procurement process by shortening the time required to procure Education Information Technology (I.T.) Products and Related Services Products.

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

## 1.2. Background

### 1.2.1 Information Technology Acquisition

Through its Cooperative Contracts Program, DIR assists state agencies and local governments (Customers) with cost-effective acquisition of their information resources by negotiating, managing, and administering contracts with information technology providers. Customers include any Texas state agency, unit of local government, or institution of higher education as defined in Texas Government Code, Section 2054.003; K-12 public and private schools, 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; those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Texas Government Code, Chapter 771; any local government as authorized through Texas Government Code, Chapter 791; the Interlocal Cooperation Act; the state agencies and political subdivisions of other states as authorized by Texas Government Code, Section 2054.0565; and for non-telecommunications IT Commodity products and services, "assistance organizations" defined in Texas Government Code, Section 2175.001.

DIR combines the buying power of authorized Customers to obtain volume-discounted pricing for selected technology products and services. In addition to offering volume-discounted pricing, DIR created the Cooperative Contracts (Co-op Contracts) Program to

make it easier for Customers to acquire these products and services. Customers place orders with and issue payments directly to the Vendors participating in the Co-op Contracts Program. Subject to DIR rights set forth in Sections 4.8 and 4.9 of this RFO, DIR will award and negotiate base contract documents with Vendors as a result of this RFO. Customers contact the Vendor for product and/or services and pricing information, negotiate their own service level agreements and additional terms and conditions, if any, and send their purchase orders (with the DIR contract number) and payments directly to the participating awarded Vendor, not to DIR. Information regarding the Co-op Contracts Program is located on DIR's Web site at <http://dir.texas.gov/View-About-DIR/Pages/Content.aspx?id=41>.

### 1.2.2 **Texas Government Code, Section 2157.068**

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

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

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

Institutions of higher education, K-12, and local governments are not required to purchase IT commodities from DIR, but may do so voluntarily. Information regarding Texas Government Code §2157.068, including processes and guidelines, is located on DIR's Web site at:

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

### 1.2.3 **Cost Avoidance Performance Measures**

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

the prevailing market price.

**1.2.4 Cost Recovery**

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

**1.2.5 Historical Sales**

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

	2016	2017	2018
<b>Assistance Org</b>	\$0.00	\$19,078.30	\$41,789.65
<b>Higher Ed</b>	\$1,188,683.53	\$2,025,837.61	\$3,390,149.45
<b>K-12</b>	\$1,752,399.80	\$4,743,473.71	\$5,946,318.85
<b>Local Government</b>	\$1,933,861.44	\$2,259,515.18	\$4,432,640.27
<b>Out of State</b>	\$148,160.74	\$570,931.11	\$327,041.44
<b>State Agency</b>	\$718,377.80	\$1,536,676.15	\$2,282,197.06
<b>Total:</b>	<b>\$5,741,483.31</b>	<b>\$11,327,142.06</b>	<b>\$16,420,136.72</b>

**1.2.6 Current Contracts**

DIR currently has 28 contracts to provide Education Information Technology (I.T.) Products and Related Services. The volume of products sold through the contracts for 2015 – 2019 was approximately \$42 million.

**1.2.7 E-Rate and EDGAR Eligibility**

**E-Rate**

The Education Information Technology (IT) Product and Related Services RFO DIR-TSO-

TMP-424 may result in the award of contracts for E-Rate qualified products and services. The E-Rate program provides discounts to public K-12 schools, and libraries purchasing telecommunications services, Internet access, Internet connections, and basic maintenance of internal connections. Eligible entities include K-12 public schools, school districts, charter schools, and libraries. DIR simplifies the procurement process for products and services that qualify for E-Rate funding by filing the Form 470 with Universal Service Administrative Co. (USAC) on select RFOs where the possibility of E-Rate contracts is anticipated. Contracts awarded under selected RFOs are considered E-Rate eligible. Eligible contracts on the DIR website are designated by the following green E-Rate symbol on the contract detail page.



DIR does not believe that products and services proposed under this Request for Offer DIR-TSO-TMP-424 are E-Rate eligible.

### **EDGAR Compliance**

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 and believes that this process satisfies EDGAR regulations. DIR intends to include EDGAR certification affirmation forms for future contracts. For reference, the EDGAR compliance form is included in Bid Package 5. Vendor must complete Bid Package 5 with submission. More information on EDGAR can be viewed on the DIR website at this link:

<https://dir.texas.gov/View-About-DIR/FAQs/Pages/Content.aspx?id=30>

#### **1.2.8 Exclusions**

**The following manufacturers (brands) which would be within the scope of this RFO, are excluded due to direct contracts with those manufacturers:**

- Apple
- Cisco
- Dell
- Hewlett Packard
- IBM
- Lenovo
- Motorola
- Novell
- Oracle
- Panasonic
- Microsoft (software only)

In the event that DIR identifies other manufacturer (brands) to be excluded, the manufacturers (brands) names will be included in a future addendum. Vendors should submit a written request should they have questions about a specific manufacturer (brand) publisher on a current DIR contract. **This does not preclude the Vendor from proposing the utilization of these manufacturers (brands) as part of a total solution. The same product brand may not be offered as a standalone product.**

Cloud Services is excluded as a standalone service; however, Cloud Services may be proposed as part of an overall solution.

## 2. Vendor Information System (VIS) Portal - BidStamp

DIR's BidStamp Vendor Information System (BidStamp VIS) provides prospective bidders (Vendors) 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, Vendors will be able to view open solicitations and additional information about DIR.

### 2.1. Solicitation Response Requirement

**Any Vendor responding to this RFO must submit their response through the BidStamp VIS.** 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 4.1 of this solicitation. Please allow at least five business days for response.

### 2.2. 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. 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, it will request one by clicking on "Are you a vendor and need to request an account?" button that is located on the login page.

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. Scope

### 3.1. Products

DIR intends to contract to provide Education Information Technology (I.T.) Products and Related Services. The purpose of this RFO is to aid DIR eligible customers in effectively procuring hardware, software and related services for Education Information Technology through multiple vendors.

Types of hardware within scope includes, but is not limited to:

- Classroom interactive tools such as interactive boards, touch screens, response systems, and active learning kits;
- Mobile/tablet devices, hand held devices (excludes computers unless part of an overall solution);
- Technology-based laboratory products; and
- Related services (installation, warranty, maintenance, support, training, assessments, customization etc.)

Types of software (commercial off-the-shelf (COTS) or Software-as-a-Service (SaaS)) within scope includes, but is not limited to:

- Instructional software, adaptive learning software, plagiarism software;
- Vocational learning software;
- Mobile device applications;
- Online and client-based curriculum solutions;
- Student information systems (i.e. student retention CRM, student enrollment CRM, Subscriptions, etc.);
- Learning Management Systems (LMS) (including open source LMS) with the purpose of delivering courses to students; and
- Related Services (installation, warranty, maintenance, support, training, subscriptions, assessments, customization, etc.)

Types of solution-based technology within scope includes, but is not limited to:

- Blended learning tools
- Technology based bundled hardware and software for education, e.g. virtual reality and robotics
- Accessibility technology hardware and software learning products
- Artificial intelligence enhanced products for education
- School bus surveillance systems and storage solutions

NOTE: Solution-based must be hardware and software combined as a solution.

***Products currently on DIR contract may be considered within scope of this solicitation only if those products are a component of a more comprehensive solution. This RFO is not a solicitation for software or hardware products currently offered on DIR contract.***

### 3.1.1 Pricing

Any Vendor responding to this RFO must submit specific pricing for the products requested herein. For the purposes of obtaining pricing and evaluating the responses to this RFO, the products and related services, if any, shall be priced and discounted as instructed in this solicitation number DIR-TSO-TMP-424. All products for Education Information Technology (I.T.) Products and Related Services may be made available through a Contract.

Vendors shall provide pricing in 2 ways: 1) In the BidStamp VIS portal (discount average by brand calculated from Bid Package 2); and 2) Bid Package 2 full product list/catalog of technology projects as described in item 2 below. Failure to respond as instructed may result in Vendor's offer being disqualified from further evaluation.

1. Pricing Sheet/Bid Stamp VIS portal: The products will be categorized as provided on the spreadsheet tab titled "BidStamp Brand Average Sample." Vendors must offer only one discount for each Product Category listed. The discount for each product category will be applied to all products within the product category to determine the net DIR Customer price. The price to the DIR Customer shall include all shipping and handling fees. BidStamp fields include:

- **Product Category** (Item description) Example: Hardware, Software, Solution, etc.
- **Product Sub-Category** (Product type)) Example: Interactive Board, Student Learning Software, etc.
- **Brand Example:** Sharp, Google, etc. NOTE: **Brand name must be submitted as spelled in the general marketplace.** (Example: HoverCam is correct. Hover Cam is incorrect)
- **Product Description:** if line item is a service enter N/A
- **Service Description:** if line item is a product, enter N/A
- **Service Category Example:** maintenance, technical services, managed services, training, customization services, etc.
- **Product/Service Part Number:** if providing detailed line item provide a product or service number, if not, enter N/A
- **Manufacturer:** check if vendor is the manufacturer
- **Reseller:** check if vendor is an authorized reseller of the line item
- **MSRP:** provide MSRP if providing detailed line item or N/A if offering brand discount
- **Discount off MSRP:** provide discount for detailed line item. Provide average discount for each brand.
- **Service zone:** Example: Austin area, DFW area, Statewide
- **Unit:** See examples on Bid Package 2, tab 2.

2. Pricing Sheet/Bid Package 2 – Brand Product Detail tab 3: A representative sample of products has also been included on the spreadsheet titled "Brand Product Detail". Vendor must offer only one price for each product listed. In addition to entering pricing information on DIR's vendor pricing form in BidStamp VIS, vendor must also upload proposed catalog (tab 3 of Bid Package 2) of products/services/solutions with pricing and discounts that vendor is proposing on this RFO.

*Note:* The Vendor's average discount calculation entered in Bid Package 2 must match the discount entered in the BidStamp pricing sheet. DIR may disqualify brand(s) proposed if a discrepancy is found.

### 3.1.1.1 Volume Pricing

- 1) Volume Pricing: DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services on tab 4 of Bid Package 2, Pricing Sheet.
- 2) In addition to VOLUME pricing for specific Products and/or Services, DIR encourages Vendors to propose increased discount based on total statewide aggregate contract sales for Products and Services. See Instruction tab in Bid Package 2, Pricing Index for volume pricing instructions.

DIR is not soliciting Education Information Technology (I.T.) Products and Related Services for the agency. DIR establishes statewide master contracts for use by DIR eligible customers. DIR competitively bids for information technology products and services.

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

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

## 3.2. Related Services

Related services are any value-added service that Vendor may perform as related to the products proposed in Section 3.1. Related services include but are not limited to: product installation, maintenance and technical support, project management, managed services, assessments, customization and product training. Any Vendor offering product-related services must submit a description of those services and the related pricing in the Automated Pricing Form in the BidStamp VIS.

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

## 3.3. Emerging Technologies

DIR recognizes that technology is ever-evolving and advancing. DIR reserves the right to consider the addition of emerging technology such as next generation, enhancements and upgrades for products or services that are within the scope of DIR-TSO-TMP-424. Vendor may propose such products and related services throughout the term of the contract. In order to meet the needs of DIR customers, DIR may request the addition of products and services within scope of DIR-TSO-TMP-424 by augmenting the original solicitation through a competitive bidding process. Pricing and terms will be negotiated upon DIR agreement. Any determination will be at DIR's sole discretion and any decision will be final.

### 3.4. Threshold and SOW Requirements

State Agency Customers (not including institutions of higher education), must adhere to the requirements of Senate Bill 533 (85R) relating to DIR Cooperative Contracts. Senate Bill 533 (SB533) requires state agencies to adhere to the following purchasing thresholds:

Threshold Requirements for IT Commodities (Hardware, Software and Services)

Contract Value	Number of DIR Vendors
\$50,000 or less	May award directly to DIR Vendor of choice
\$50,000.01 to \$1,000,000.00	Three (or all DIR Vendors in a category with less than three vendors)
\$1,000,000.01 to \$5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than \$5,000,000.01	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

In addition, TGC Section 2157.0685 requires that state agencies procuring more than \$50,000 worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

Threshold and SOW review and signature processes do not apply to Institutions of higher education, K-12, local governments, assistance organizations, or out-of-state customers.

### 3.5. Electronic and Information Resources (EIR) Accessibility

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes [1 TAC 206](#), [1 TAC 213](#), and [WCAG 2.0 AA](#) as applicable, and when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Accordingly, **all Vendors must submit completed VPAT form (Bid Package 7) or links to completed VPATs located on manufacturer websites for each proposed product or product family prior to an award for the proposed product or product family.** Instructions on how to complete a VPAT® can be found on [DIR's website](#).

Vendors claiming that a proposed product or family of products is exempt from accessibility requirements must use the VPAT form to: (1) specify each exempt product or product family and indicate "Not Applicable" in the "Supporting Features" column of the Summary Table; (2) provide an explanation in the "Remarks" column of Summary Table.

- For Consumer Off the Shelf (COTS) products, including Software as a Service (SAAS), a completed, accurate **Voluntary Product Accessibility Template (VPAT)** for each product or service included in the submitted pricelist.

Vendors who do not already have accessibility documentation should complete the form located here: <http://www.itic.org/public-policy/accessibility>. Vendors that claim their products are exempt from accessibility requirements must present that position to DIR as a question during the question and answer period of the solicitation.

For non-COTS offerings (such as IT development-related services, services that include user accessed, online components, etc.) Vendors should complete a **Vendor Accessibility Development Services Questionnaire** (Bid Package 8) which documents Vendor's capability or ability to produce accessible electronic and information resources.

In addition to the VPAT requirement, vendors **must** complete the **Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment**. (Bid Package 9)

### 3.6. Form of Contract

#### 3.6.1 Sample Contract and Terms Negotiation

Negotiation: The final terms and conditions of any contract awarded as a result of this RFO shall be agreed upon during negotiation. However, the minimum standard terms and conditions that shall be included in any awarded contract are contained in the **sample Contract for Products and Related Services** attached as "Bid Package 3" and the *Standard Terms and Conditions for Products and Related Services Contracts* attached as "Bid Package 4" to the posting for this RFO, requisition number DIR-TSO-TMP-424, on the Electronic State Business Daily, <http://www.txsmartbuy.com/sp>

#### 3.6.2 Proposed Changes and Exceptions

**Caution: Vendors' Responses may be disqualified if their exceptions are excessive, or if they except to non-negotiable terms, as described below.** Item 11 of Exhibit A contains the format for Vendor to note any exception to any provision, term, or condition specified in the *Contract for Products and Related Services and Standard Terms and Conditions for Products and Related Services Contracts*. Vendor should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 11 of Exhibit A. **Vendors may request exceptions to standard contract terms and conditions; however, (1) where noted, exceptions to certain terms and conditions will not be allowed. If Vendor is unable to comply with these provisions, the Vendor's response may be subject to disqualification from further consideration for this solicitation; (2) DIR in its discretion may or may not accept the Vendor's requested exceptions; and (3) material deviations (including excessive, additional, inconsistent, conflicting or alternative terms) may render the Offer non-responsive and may result in rejection of the bid.** An explanation as to why the Vendor cannot comply with the provision, term, or condition and proposed alternative language **must** be included in the response. If Vendor fails to note any exception, Vendor will not be allowed to request an exception upon award or at some later date.

DIR anticipates an initial contract term of two (2) years renewable automatically in one (1) optional two-year renewal and one (1) optional one-year renewal under the same terms and conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modifications of terms or not renew. In the

event of prolonged contract negotiations DIR may in its discretion offer Vendor a shorter contract term.

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

## 4. General Information

### 4.1. Point of Contact

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

Carrie Thomas  
Department of Information Resources  
300 W. 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Phone: 512-936-2353  
Fax: 512-936-6896  
Internet: [carrie.thomas@dir.texas.gov](mailto:carrie.thomas@dir.texas.gov)

### 4.2. Contact with DIR Staff

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section 4.1 will not discuss the contents of this RFO with any Vendor or their representatives. **Failure of a Vendor and any of its representatives to observe this restriction may result in disqualification of any related response.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

### 4.3. Anticipated Schedule

#### 4.3.1 **RFO Schedule**

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

Date/Time	Activity
3/15/2019	Publish RFO on Electronic State Business Daily
04/01/2019 (10:00 am CT)	Optional Vendor Conference
04/08/2019 (CT)	Deadline for submitting questions
On or around 04/18/2019	Deadline for posting answers to questions on the ESBD

04/25/2019 02:00 PM (CT)	Deadline for DIR to receive Vendor references
<b>04/25/2019 02:00 PM (CT)</b>	Deadline for submitting responses to RFO
04/26/2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

#### 4.3.2 **Vendor Conference**

The Optional Vendor Conference will be held on the date and time specified in RFO Section 4.3.1 above at the location listed below. Please bring a copy of the RFO to the Vendor Conference, as DIR will only supply a limited amount of copies. Please note there is a seating capacity limit of 70 people in Room 103 of the William P. Clemens Building. Seating is at a first come, first served basis.

William P. Clemens (WPC) Building  
300 West 15th Street, Room 103  
Austin, TX 78701

#### **Webinar Information**

A webinar will be held on the date and time specified in RFO Section 4.3.1 above.

To reserve a webinar seat, register at:

<https://attendee.gotowebinar.com/register/8385393939733578755>

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

DIR will provide conference and webinar attendees with an opportunity to submit written questions at the conference. All questions submitted at the conference must reference the appropriate RFO page and section number. Although DIR may provide tentative verbal responses to questions at the conference, responses are not official until they are posted as an addendum to this RFO on the Electronic State Business Daily, <http://www.txsmartbuy.com/sp>. DIR reserves the right to amend answers prior to the offer submission deadline.

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

#### 4.3.3 **Written Questions and Official Answers**

Vendors shall submit all questions regarding this RFO through the BidStamp VIS. **Questions regarding this RFO will be accepted until the date and time specified above in Section 4.3.1, RFO Schedule.** Note: Texas observes Daylight Savings Time. Official

answers will be posted as an addendum to this RFO, requisition number DIR-TSO-TMP-424 on the Electronic State Business Daily (ESBD), <http://www.txsmartbuy.com/sp>. DIR reserves the right to amend answers prior to the offer submission deadline.

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

#### 4.4. Historically Underutilized Businesses

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

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

It is the policy of DIR to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161.252(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. Vendors who meet the qualifications are strongly encouraged to apply for certification as HUBs.

##### 4.4.1 HUB Subcontracting Plan

DIR has determined that subcontracting is probable under any contract awarded as a result of this RFO. **The HUB Goal for this RFO is 21.1%. ALL VENDORS RESPONDING TO THIS RFO, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBS. THE HSP MUST BE INCLUDED AS PART OF THE RESPONSE TO THIS RFO. FAILURE TO COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.** The State's Policy on Utilization of Historically Underutilized Businesses and HSP forms are available in the BidStamp VIS. Please review the HSP forms carefully

and allow sufficient time to identify and contact HUBs and allow them to respond. Note that Vendors must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to the Vendor for more than five years. If the Vendor does not plan to subcontract, Vendor must state that fact in their plan. An original, signed paper copy of the HSP must be uploaded into BidStamp. The completed plan shall become a part of the contract that may be awarded as a result of this RFO.

#### 4.4.2 **HUB Continuing Performance**

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

#### 4.4.3 **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/tpasscmlsearch/index.jsp>. For additional information, contact the CPA's HUB program office at [StatewideHUBProgram@cpa.texas.gov](mailto:StatewideHUBProgram@cpa.texas.gov). If Vendors know of any businesses that may qualify for certification as a HUB, they should encourage those businesses to contact the CPA HUB program office.

### 4.5. Vendor Qualifications

#### 4.5.1 **Authorized Vendors**

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

- 1) Vendor who will sell directly to Customers through a Co-op Contract. Any proposing Vendor who is not the Manufacturer/Publisher must supply a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products to the agencies and political subdivisions of the State, including institutions of higher education, and may sell such products under the terms and conditions of the DIR Contract, in support of Vendor's proposal. Signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**
- 2) Vendor who will execute a Co-op Contract with DIR and designate one or more qualified dealers or resellers (Order Fulfillers) to sell directly to Customers on its behalf. Vendor may also sell directly to Customers. Vendors responding to this RFO must supply a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products to the agencies and political subdivisions of the State, including institutions of higher education, and may sell such products under the terms and conditions of the DIR Contract, in support of Vendor's proposal. Signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

#### 4.5.2 **Federal Requirements**

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

#### 4.5.3 **Vendor Performance and Debarment**

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

[http://comptroller.texas.gov/procurement/prog/vendor\\_performance/debarred/](http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/)

#### 4.5.4 **Required Vendor and Subcontractor Current and Former State Employee Disclosures**

Vendor shall disclose, for itself and on behalf of all of its Subcontractors, in its response to Section 12 of Exhibit A to the RFO, all of the following:

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

## 4.6. Response Deadline and Submission Requirements

Vendors are invited to submit responses in accordance with the requirements outlined in this document. Responses must be received by DIR on or before **the solicitation response due date listed in section 4.3.1. No late responses will be reviewed.** No facsimile or e-mail responses shall be accepted. No physical written responses will be accepted unless pre-approved and authorized by DIR in accordance with section 2.1 of this solicitation.

### 4.6.1 **Official Timepiece**

The clock in the DIR Purchasing Office at 300 W. 15<sup>th</sup> Street, 13<sup>th</sup> Floor, Room 1335, is the official timepiece for determining compliance with the deadline. All responses will be date and time stamped electronically in the BidStamp VIS or if accommodation is granted by DIR, when received by the Purchasing Office on the 13<sup>th</sup> floor.

## 4.7. Response Format and Contents

Per section 2.1 of this solicitation, any Vendor responding to this RFO must submit their response through the BidStamp VIS unless granted an accommodation by DIR by the appropriate deadline.

### 4.7.1 **Mandatory Response Contents**

**VENDOR MUST PROVIDE THE ITEMS LISTED BELOW OR THE RESPONSE MAY BE DISQUALIFIED.**

1) **Vendor Information – Exhibit A of this RFO**

This form must be filled out in its entirety and signed by an officer or agent empowered to contractually bind the Vendor. Vendors Response should offer information to support its capability to provide the products and services requested in this RFO. **Attachments 1 and 2 must be completed and submitted with the response if applicable per Item 21, Canceled Contracts.**

2) **Vendor History and Experience - Exhibit B of this RFO**

Vendors Response should offer information to support its capability to provide the products and services requested in this RFO.

3) **Contract Marketing and Support Plan – Exhibit C of this RFO**

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

4) **HUB Subcontracting Plan Forms – Exhibit D of this RFO**

All Vendors, **INCLUDING THOSE WITH HUB DESIGNATION AND THOSE THAT DO NOT PLAN TO USE SUBCONTRACTORS**, must submit a HUB Subcontracting Plan. **The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal.** Refer to Section 4.4 for more information regarding HUB subcontracting. **Note: For the purposes of the HUB Subcontracting Plan, Order Fulfillers designated by a manufacturer or publisher to sell directly to Customers on its behalf are considered subcontractors. The signed copy of the HSP must be uploaded and submitted in the BidStamp VIS.**

**5) Product Pricing**

Vendor shall provide a detailed description and the specific pricing for any products and related services that Vendor is proposing to offer in response to this RFO **via the Automated pricing Form in the BidStamp VIS**. Vendor shall provide specific pricing for the products and related services applicable to their response.

**6) Signed letter(s) from the Manufacturer/Publisher** certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products

**7) Software License Agreements and/or Service Agreements**

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

**8) VPAT and/or VADSIR Form – Bid Package 7 and 8, respectively (if applicable)**

Vendors must provide the VPAT and or VADSIR form(s) (Bid Package 7 and 8) as requested in Section 3.5, Electronic and Information Resources (EIR) Accessibility, of this RFO.

**9) Policy-Driven Adoption for Accessibility – Bid Package 9**

Vendors must provide the PDAA form (Bid Package 9) as requested in Section 3.5, Electronic and Information Resources (EIR) Accessibility, of this RFO.

**4.7.2 References**

Reference Bid Package 6. Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies. Instructions are included on the questionnaire. Vendor may submit the Vendor Reference Questionnaire to companies or government agencies through the BidStamp VIS. DIR is not responsible for undeliverable e-mails or for non-responsive references. Vendor's references will be evaluated in accordance with Section 5.2.2. Include all requested information. References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation. The Vendor Reference Questionnaire form must be submitted directly from the reference to DIR. The Vendor may not submit the reference form to DIR. References may be contacted for clarification at DIR's discretion.

**4.7.3 Accessibility of Electronic Response Documents**

Vendor response documents should be submitted in a format that is accessible to people with disabilities. This can include, but is not limited to accessible Office, Adobe PDF, or other productivity document suite.

**4.8. Rejection of Responses**

DIR has sole discretionary authority and reserves the right to reject any and all responses received as a result of this RFO. Responses that do not comply with the mandatory submission

requirements shall be rejected. In addition, DIR reserves the right to accept or reject, in whole or in part, any responses submitted, and to waive minor technicalities when in the best interest of the State.

#### 4.9. Right to Amend or Withdraw RFO

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

Any changes or additional information regarding this RFO will be posted as an addendum to requisition number DIR-TSO-TMP-424 on the Electronic State Business Daily, <http://www.txsmartbuy.com/sp>. It is the responsibility of Vendors to monitor the web site for addenda. Vendor's failure to periodically check the ESBD will in no way release the vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFO Pre-agreement Costs.

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

#### 4.10. Ownership of Responses

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

#### 4.11. Public Information

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

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

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

## 5. Evaluation, Negotiations, and Award

### 5.1. Evaluation of Responses

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

### 5.2. Evaluation Criteria

#### 5.2.1 Pass/Fail Criteria

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

1. DUNS Number and report is a Pass/Fail review conducted by the Finance Group (Exhibit A, Item 12)
2. 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:
  - a. A score of less than 90% in the Vendor Performance System;
  - b. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports,
  - c. Having purchase orders that have been cancelled in the previous 12 months for non-performance (including but not limited to late delivery, etc.).
3. Completion of HUB Subcontract Plan (Exhibit D).

#### 5.2.2 Weighted Evaluation Criteria

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

- 40% - Pricing
- 30% - Vendor History and Experience and References in providing the products and services requested. (Exhibit B of Bid Package 1 and Vendor References)
- 30% - Vendor's plan for supporting the Contract – Exhibit C

Vendors will be evaluated on performance under existing and prior contracts for similar products or services and the evaluation may include consideration of Vendor performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.108(b).

### 5.3. Oral Presentations, Best and Final Offer

DIR in its discretion shall make the determination whether to request oral presentations and/or engage in the Best and Final Offer process. Both oral presentations and the he Best and Final Offer process, if held, will also be scored.

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

### 5.4. Negotiations

At the conclusion of the evaluation, as described within Sections 5.1 through 5.3 above, DIR staff shall determine the number of Vendors with which it will start contract negotiations. In its discretion, DIR shall terminate contract negotiations when DIR determines that the best value for the State has been obtained. Then the staff will recommend award of one or more contracts to DIR Executive Management.

### 5.5. Award of Contract

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

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

### 5.6. Vendor Protest Procedures

Any Vendor who is aggrieved in connection with this RFO, evaluation, or award of a contract may formally protest to DIR in accordance with the Vendor protest procedures posted on the DIR Web site at: <http://dir.texas.gov/View-Information-For-Vendors/Pages/Content.aspx?id=21>.

**END OF RFO**