Department of Information Resources

Bid Package 1
Request for Offer
DIR-TSO-TMP-253

Deliverables-Based Information Technology Services (DBITS)

Issued: August 4, 2016

Initial Responses Due: September ~~15~~ 22, 2016

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1. Introduction

1.1. Purpose

The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Deliverables-Based Information Technology Services (DBITS) to the State of Texas, acting by and through the Department of Information Resources (DIR).

With the issuance of this RFO, DIR is seeking to provide contracts for deliverables-based services with Vendors for the following Technology Categories:

1) Application Maintenance and Support;
2) Business Intelligence (BI) and Data Warehouse;
3) Enterprise Resource Planning (ERP);
4) Project Management;
5) Technology Upgrade/Migration and Transformation;
6) Information Technology Assessments and Planning;
7) Application Development;
8) Independent Verification and Validation (IV&V); and
9) Information Technology Procurement Assistance

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

As a result of this RFO, DIR expects to create a contractual vehicle that satisfies statewide procurement requirements for Deliverables-Based IT Services Contracts and improves the efficiency of the procurement process by shortening the time required to procure deliverables-based services in specific Technology Categories.

When a Customer identifies a need for deliverables-based services within one of the DBITS Contracts Technology Categories, a Statement of Work (SOW) will be created by the DIR Customer. The DIR Customer should send the Statement of Work to at least three (3) vendors that offer the Technology Category requested. State agency customers (not including institutions of higher education) must follow the purchasing thresholds specified in Senate Bill 20 and submit SOWs greater than $50,000 to DIR for review and approval both at the draft and final submission phases. For more information about the purchasing thresholds and SOW requirements, please visit dir.texas.gov.

Vendors who currently have an executed State of Texas Contract for Deliverables-Based IT Services on file that is due to expire will need to respond to this RFO for consideration for a new contract award. Current awards will remain as previously awarded. Customers with current executed SOW and/or Purchase Orders will need to execute a new SOW and/or Purchase Order using the new contracts that will be in effect as a result of this RFO

at the expiration of their SOW and/or Purchase Order.
Vendors who currently have an executed State of Texas branded contract on file will need to respond to this RFO for consideration for a DBITS contract award.

Section 4 of this RFO contains information regarding the response evaluation and Vendor selection process. The remaining sections of this RFO provide the scope, general information, response submission, format requirements, and the terms and conditions of the contract.

For administrative efficiency for DIR and its Customers, DIR reasonably anticipates that it will award no more than the following number of contracts in each category:

DBITS Category	Estimated Number of Contracts
Technology Migration/Upgrade	40
Application Development	25
Project Management	25
Application Maintenance and Support	30
IT Assessments/Planning	15
Independent Verification and Validation	10
Business Intelligence/Data Warehouse	5
Enterprise Resource Planning (ERP)	10
IT Procurement Assistance (new) *	TBD

* IT Procurement Assistance is a new DBITS category, and DIR has no historical data for determining a set number of contracts. Consequently, DIR will select contracts to be awarded for this category based on the evaluation criteria in Section 4.2, Evaluation Criteria, and the identified competitive range in scores.

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; 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 3.8 and 3.9 of this RFO, DIR will award and negotiate base contract documents with Vendors as a result of this RFO. Customers contact the Vendor for 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 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, Vendors may estimate an administrative fee of 0.75%. DIR may change the administrative fee at any time during a contract term. DIR will notify Vendors of any change in the administrative fee.

1.2.4 Historical Sales

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

Segment	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015
State Agency	$455,460,076	$552,851,512	$540,992,334
Local Government	$375,975,089	$440,057,047	$435,281,746
Higher Education	$323,669,370	$347,972,211	$392,983,106
K-12	$627,118,706	$702,166,977	$677,234,650
Assistance Org	$12,441,403	$12,630,866	$11,414,524
Out of State	$1,382,907	$1,968,304	$11,571,065
Total FY	$1,796,047,551	$2,057,646,918	$2,069,477,425

1.2.5 Current Contract

DIR currently has multiple contracts in place to provide Deliverables-Based IT Services (DBITS) for nine technical categories.

Sales information by DBITS category and SOW submission information is included in Attachment 2 of this Bid Package 1. The customer list for DBITS DIR-SDD-TMP-197 is also included in Attachment 2 of this Bid Package 1.

1.2.6 Additional Information

Vendors with current DIR DBITS contracts and Vendors without DIR DBITS contracts may choose to respond as follows:

- Vendors with current DIR DBITS contracts, may:
  - Choose to respond to this RFO:
    If a new contract is successfully negotiated, this contract may replace the Vendor's current DIR DBITS contract
  - Choose not to respond to this RFO. If a vendor decides not to respond to this RFO, then the Vendor's current DIR DBITS contract will run through its current term.
- Vendors not currently on contract with DIR are encouraged to submit a response to this RFO.
- Vendors who currently have a State of Texas branded contract on file will need to respond to this RFO for consideration for a DBITS contract award.

2. Scope

2.1. Deliverables-Based Information Technology Services (DBITS) Contracts

This RFO is for services only. No hardware or software products may be sold through a contract resulting from this RFO. Any products needed to deliver final services must be procured through another contract vehicle. DIR intends to contract with Vendors to provide DBITS Contracts for Customer use. The DBITS Contracts awarded pursuant to this RFO will allow Vendors to respond to Statements of Work (SOWs) from DIR Customers to perform services in the Technology Categories described in this Section. Each vendor will demonstrate its qualifications and experience for each Technology Category for which it intends to respond. Vendors may choose to respond to any number of Technology Categories.

The value of any one SOW may not exceed $1 million for state agencies (or $10 million for non-state agency DIR customers, including institutions of higher education) including all extensions, renewals, and change orders. At a minimum, each SOW will describe the deliverables, the acceptance criteria for the deliverables and the service levels. The Sample SOW format and service level examples are shown in Attachment 1 of this Bid Package 1. See Section 2.3 for additional state agency SOW requirements.

DIR is not soliciting DBITS 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(s) and submit a SOW 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.

2.2. DBITS Contracts Technology Category Descriptions

2.2.1 General

Within each Technology Category listed below, first a definition of services is given. In the second paragraph, examples are given. The list of examples is not meant to be the exclusive list but rather general indications of the types of services within a given Category. Other services that may not be detailed or listed as examples, but which adhere to the definition for each Category, are also within scope.

DIR intends to provide an opportunity to Vendors to offer the DBITS categories noted in sections 2.2.2 through 2.2.10 for Customer use.

2.2.2 Application Maintenance and Support

1) Definition: Application Maintenance and Support includes the skills and requirements for supporting application systems, including troubleshooting, modifying, maintaining and enhancing legacy systems. Application Maintenance and Support also applies to applications running in a production environment.

2) Examples of included services: research, analysis, design, programming, testing, documenting and implementing maintenance changes; correcting software errors; modifying reports and ensuring accurate report runs; making modifications to the applications and documentation; writing ad hoc queries; loading and applying changes to the software language and/or database in which the application is written; providing corrections for production or any changes needed and participation in disaster recovery testing, planning and documentation. Services may need to be available 24/7 or on an on-call basis.

2.2.3 Business Intelligence (BI) and Data Warehouse

1) Definition: BI enables an organization to perform in-depth analysis and includes, where required, data mining of detailed business data providing real and significant information to business users. BI may include an integrated group of operational and decision support applications and databases. BI makes use of tools designed to easily access data warehouse data. A data warehouse collects, organizes and makes data available for the purpose of analysis and gives organizations the ability to access and analyze information about its business. The function of the data warehouse is to consolidate and reconcile information from across disparate business units and IT systems and provide a context for reporting and analysis.

2) Examples of included services: architectural design, extraction, transformation and loading of data sources; planning, assessment, product installation and tuning; prototype development, deployment, data cleansing, data mart development and support; data migration, integration with data mining; integration with business intelligence tools and/or systems; data scrubbing; data transformation; training and knowledge transfer.

2.2.4 Enterprise Resource Planning (ERP)

1) Definition: ERP is an amalgamation of an organization's information systems designed to automate and integrate a variety of functions, commonly referred to as "back office", including financials, human resources and asset management. These systems are

modularized and generally highly configurable.

2) Examples of included services: planning and assessment; requirements development; business process reengineering (BPR); implementation and conversion services; application programming and support services; database administration, system software administration and support; functional support; and training support.

2.2.5 Project Management

1) Definition: Project Management service providers may perform any or all of the project management processes identified by the Project Management Institute as published in the PMBOK® Guide, Fifth Edition or most recent.

2) Examples of included services: utilizing the Customer's tools and processes, using off-the-shelf tools, using Vendor's own proprietary tools and processes to manage a project and using the Texas Project Delivery Framework. Information about the framework tool can be found at the following url:
http://www.dir.texas.gov/management/projectdelivery/projectframework/pages/framework.aspx

2.2.6 Technology Upgrade/Migration and Transformation

1) Definition: Technology Upgrade/Migration may be required to increase business functionality, reengineer a business function, keep current with vendor upgrades or when upgrading existing technology. Technology Transformation may be accomplished by converting/migrating legacy applications to new technology either with or without new business functionality or it may include introducing new technology into the enterprise. Technology Upgrade/Migration may also include providing website content accessibility compliance.

2) Examples of included services: assessments of the current application portfolio, evaluation of the technology assets before beginning technology transformation and Business Case development for justification of an initiative. Also included are: technology transformations, which may include, appropriate Return on Investment (ROI), benchmarks and milestones. The following activities may also be included: planning, analysis, requirements development, proof of concept, deployment, implementation, integration, remediation, data migration, documentation, application programming and support services; and training support.

2.2.7 Information Technology Assessments and Planning

1) Definition: IT Assessments and Planning may include IT effectiveness, maturity, governance, project management and architecture. Strategic planning activities may include mission statement development, visioning and goals, objectives, and strategy development. Tactical planning may require that actionable plans and roadmaps be provided.

2) Examples of included services: IT assessments, including enterprise architecture and cloud assessments; staff knowledge, skills and abilities (KSAs) assessments; bandwidth assessments, network performance and strategic and tactical planning.

2.2.8 Application Development

1) Definition: Application Development is the development of new applications which may be mainframe, server, network-based, web-based or a combination. The requirements for new applications may require interfaces to existing applications.

2) Examples of included services: web application development; mobile application development; service oriented architecture (SOA); researching; analyzing; gathering requirements; designing; programming; testing; documenting and implementing; applying changes to the software language and/or database in which the application is written; providing corrections for production or any changes needed and participation in disaster recovery planning and documentation.

2.2.9 Independent Verification and Validation (IV&V)

1) Definition: Verification and Validation are independent procedures that are used together for in-depth analysis by checking that a product, service, or system meets requirements, independent oversight of SDLC processes and specifications and that it fulfills its intended purpose.

2) Examples of included services: Validation of software design to meet system needs/requirements; traceability of safety critical requirements; design analysis of selected critical algorithms; and code analysis of mission-critical software components and the independent oversight and assessment of systems development life cycle (SDLC) processes (such as issue and risk management, requirements analysis, testing, data conversion etc.)

2.2.10 Information Technology Procurement Assistance

1) Definition: Information Technology Procurement Assistance services may include assistance in IT Statement of Work (SOW) and/or Request for Offer (RFO) development. Procurement assistance activities may include requirements gathering, scoring criteria development, and evaluation criteria development.

Examples of included services: specification development, Statement of Work (SOW) development, and RFO development for IT products and services.

Note: Under Texas Government Code, § 2155.004, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The selected Vendor and the employees of that Vendor who perform IT Procurement Assistance Services will be ineligible to respond to any resulting solicitation(s).

2.3. Threshold and SOW Requirements

State Agency Customers (not including institutions of higher education), must adhere to the requirements of Senate Bill 20 (84R) relating to DIR Cooperative Contracts. Senate Bill 20 (SB20) 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
More than $50,000 but not more than $150,000	Three (or all DIR Vendors in a category with less than three vendors)
More than $150,000 but less than $1 million	Six (or all DIR Vendors in a category with less than six vendors)
More than $1,000,000	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

In addition, 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.

2.4. 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.

Per Texas Administrative code 1 TAC 213, vendors must provide credible evidence of the capability or ability to produce accessible electronic and information resources. Such evidence may include, but is not limited to, a vendor's internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results. Respondents to the following categories are required to complete Bid Package 9 “Vendor Accessibility Development Services Information Request” in response to this requirement.

- Application Development
- Application Maintenance and Support
- Business Intelligence (BI) and Data Warehouse
- Enterprise Resource Planning
- Technology Upgrade/Migration and Transformation

All respondents must complete Bid Package 6, the Policy-Drive Adoption for Accessibility (PDAA) questionnaire.

2.5. Form of Contract

Contracts awarded as a result of this RFO shall contain the following documents:

1. DBITS Contract (Bid Package 3);
2. Appendix A – DBITS Contract Terms and Conditions, No. DIR-TSO-TMP-253 (Bid Package 4);
3. Exhibit C - HUB Subcontracting Plan (Bid Package 8);
4. Attachment 1 – Sample Statement of Work;
5. Vendor RFO response; and
6. Request for Offer (RFO) DIR-TSO-TMP-253

2.5.1 Sample Contract and Terms; **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 Deliverables-Based Information Technology Services attached as "Bid Package 3" and the Standard Terms and Conditions for Deliverables-Based Information Technology Services Contracts attached as "Bid Package 4" to the posting for this RFO, requisition number DIR-TSO-TMP-253, on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/.

2.5.2 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 16 of Exhibit A contains the format for Vendor to note any exception to any provision, term, or condition specified in the *Contract for Services* and *Standard Terms and Conditions for Services Contracts*. Vendor should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 16 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) The number and significance of exceptions taken may negatively impact the Vendor's score at evaluation (See Section 4.2 for evaluation criteria). (3) DIR in its discretion may or may not accept the Vendor's requested exceptions. (4) 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 a contract term of two years with two, one-year optional extensions to be exercised by DIR at its discretion. In the event of prolonged contract negotiations due to the number and/or significance of exceptions taken, lack of Vendor responsiveness or other failure to close contract negotiations that are not due to a failure on the part of DIR, DIR may in its discretion offer Vendor a shorter contract term.

DIR reserves the right to make changes to the Contract for Deliverables-Based Information Technology Services or the Standard Terms and Conditions for Deliverables-

Based Information Technology Services Contracts if it is in the best interest of the State to do so. Should this occur prior to the award of any contracts as a result of this RFO, any Vendors selected for negotiations will be notified.

3. General Information

3.1. Point of Contact

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

Carrie Cooper
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Phone: 512-936-2353
Fax: 512-936-6896
Internet: carrie.cooper@dir.texas.gov

3.2. Contact with DIR Staff

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

3.3. Anticipated Schedule

3.3.1 RFO Schedule

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

Date/Time	Activity
August 4, 2016	Publish RFO on Electronic State Business Daily
August 17, 2016 2:00 pm (CT)	Vendor Conference Travis Building Rm. 1-111 and via webinar
August 24, 2016 2:00 pm (CT)	Deadline for submitting questions
~~August 31~~ September 6, 2016 5:00 pm (CT)	Deadline for posting answers to questions on the ESBD
September ~~15~~ 22, 2016 2:00 pm (CT)	Deadline for DIR to receive Vendor reference
September ~~15~~ 22, 2016 2:00 pm (CT)	Deadline for submitting Responses to RFO
September ~~16~~ 23, 2016 – until completed	Evaluation of responses, negotiation and contract execution

3.3.2 Vendor Conference

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

Travis Building and via webinar
1701 Congress Ave Austin
Room 1-111
Austin, Texas 78701

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

Webinar Information:

The Vendor Conference will be available live via the web. **To participate in this live interactive Webcast, you must register at: https://attendee.gotowebinar.com/register/4200316213793547777**

DIR will post the slides and participant list on the ESBD as an addendum to the RFO.

3.3.3 Written Questions and Official Answers

Vendors shall submit all questions regarding this RFO by fax, e-mail, or in writing to the Point of Contact listed in Section 3.1. **Questions regarding this RFO will be accepted until the date and time specified above in Section 3.3.1, RFO Schedule.** Note: Texas observes Daylight Savings Time. Official answers will be posted as an addendum to this RFO, requisition number DIR-TSO-TMP-253, on the Electronic State Business Daily (ESBD), http://esbd.cpa.state.tx.us/. DIR reserves the right to amend answers prior to the offer submission deadline.

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

3.4. Historically Underutilized Businesses

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

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

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

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

3.4.1 HUB Subcontracting Plan

DIR has determined that subcontracting is probable under any contract awarded as a result of this RFO. **The HUB Goal for this RFO is 26.0%. ALL VENDORS RESPONDING TO THIS RFO, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBs. THE HSP MUST BE INCLUDED AS PART OF THE RESPONSE TO THIS RFO. FAILURE TO COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.** The State's Policy on Utilization of Historically Underutilized Businesses and HSP forms are attached to this RFO as Exhibit C. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond. Note that Vendors must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to the Vendor for more than five years. If the Vendor does not plan to subcontract, Vendor must state that fact in their plan. An original, signed paper copy of the HSP must be submitted in an envelope that is separate from the rest of the proposal. The completed plan shall become a part of the contract that may be awarded as a result of this RFO.

3.4.2 HUB Continuing Performance

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

3.4.3 HUB Resources Available

A list of certified HUBs is available on the Texas Comptroller of Public Accounts (CPA) Web site at: https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. For

additional information, contact the CPA's HUB program office at cpa.hub@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.

3.5. Vendor Qualifications

3.5.1 Authorized Vendors

Vendors who respond to this RFO must sell directly to Customers through a Co-op Contract.

3.5.2 Federal Requirements

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

3.5.3 Vendor Performance and Debarment

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

3.5.4 Required Vendor and Subcontractor Disclosure

Vendor shall disclose, for itself and on behalf of all of its Subcontractors, in its response to Section 17 of Exhibit A to the RFO, all of the following:
Vendor will certify that they are in compliance with Texas Government Code, Title

6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Vendor will complete the following information in order for the response to be evaluated: Name of Former Executive, Name of State Agency, Date of Separation for State Agency, Position with Vendor, and Date of Employment with Vendor.

3.6. Response Deadline and Submission Requirements

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

3.6.1 Official Timepiece

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

3.6.2 Hand Delivery of Responses

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

3.6.3 United States Postal Service Delivery of Responses

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

3.7. Response Format and Contents

3.7.1 Submittal Address and External Packaging of Response

Responses should be addressed to:

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

The external packaging of the response must reference "RFO DIR-TSO-TMP-253" and must include the name and address of the Vendor submitting the response.

3.7.2 Number of Copies

Each Vendor must submit the complete response as follows:

1. One (1) signed original (clearly marked) of the complete response, including one (1) signed original of the HUB Subcontracting Plan;
2. One (1) signed original of the HUB Subcontracting Plan in a separate envelope;
3. Seven (7) thumb drives (**clearly marked with Vendor name**) containing the following;

    a) Four (4) thumb drives containing an electronic folder labeled "Complete Vendor Response" that shall contain the entire Vendor's response.
    b) One (1) thumb drive containing a labeled electronic folder with any and all response materials, which Vendor asserts are confidential or proprietary*;
    c) One (1) thumb drive containing all non-proprietary/confidential and non-copyrighted materials in the Vendor's response* (redacted copy for public release);
    d) One (1) thumb drive containing any and all copyrighted materials in the Vendor's response* (if required)

* If Vendor's response does not contain such materials, then thumb drive for these items are not required. DIR will release the non-proprietary/confidential and non-copyrighted version if DIR receives a Public Information Request, and it will be posted on the DIR website for awarded contracts. Unless Vendor specifically identifies proprietary, confidential or copyrighted material as required, DIR will assume all information is available for public disclosure.

Paper responses must be bound in a 3-ring binder and the cover of the binders must reference "DIR-TSO-TMP-253" and include the name and address of the responding Vendor.

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

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

3.7.3 <u>Mandatory Response Contents</u>

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

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.
2) **Contract Support Plan – Exhibit B of this RFO**
   Vendor must provide a plan that describes the Vendor's ability and strategy for

promoting and supporting the contract, if awarded.

3) **HUB Subcontracting Plan Forms – Exhibit C of this RFO**
All Vendors, **INCLUDING THOSE WITH HUB DESIGNATION AND THOSE THAT DO NOT PLAN TO USE SUBCONTRACTORS**, must submit a HUB Subcontracting Plan. HUB Subcontracting Plan Forms are provided in Exhibit C. Refer to Section 3.4 for more information regarding HUB subcontracting. **Note: The paper copy of the HSP must be submitted in a separate envelope.**

4) **Vendor Experience – Bid Package 2**
The requested information should be listed in the spreadsheet attached as "Bid Package 2" to the posting for this RFO, requisition number DIR-TSO-TMP-253 on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/. Vendor shall provide information for the Technology Categories and Markets applicable to their response.

5) **Policy-Driven Adoption for Accessibility (PDAA)**
Vendors must complete Bid Package 6, the Policy-Driven Adoption for Accessibility (PDAA) questionnaire.

3.7.4 References

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

3.7.5 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 or other productivity document suite. The submission of scanned documents is discouraged.

3.8. Rejection of Responses

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

3.9. Right to Amend or Withdraw RFO

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

Any changes or additional information regarding this RFO will be posted as an addendum to requisition number DIR-TSO-TMP-253 on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/. It is the responsibility of Vendors to monitor the web site for addenda. Vendor's failure to periodically check the ESBD will in no way release the vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

3.10. Pre-agreement Costs

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

3.11. Ownership of Responses

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

3.12. Public Information

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

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

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

4. Evaluation, Negotiations, and Award

4.1. Evaluation of Responses

DIR will review proposals to determine responsiveness to this RFO. All determinations about responsiveness to this RFO are final. All proposals determined to be responsive will go through a financial review overseen by the Chief Financial Officer's (CFO's) office. **The financial review is a pass/fail determination that is final**. Only proposals that receive a passing grade will proceed to the Evaluation Committee. DIR will establish an Evaluation Committee to review all responses that have not been rejected. At any time

during the evaluation process, DIR may ask any or all Vendors to elaborate on or clarify specific points or portions of their response. DIR's request and Vendor's response shall be in writing. Once initial evaluation of responses has been completed, the Evaluation Committee shall turnover the tabulated scores to the DIR purchasing office and shall conclude their duties.

4.2. Evaluation Criteria

4.2.1 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 18)
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% (grade of "A") in the Vendor Performance System;
    b. Currently under a Corrective Action Plan through the CPA;
    c. Having repeated negative Vendor Performance Reports,
    d. Having purchase orders that have been cancelled in the previous 12 months for non-performance (including but not limited to late delivery).
3. Completion of a signed HUB Subcontract Plan (Exhibit C).

4.2.2 Weighted Evaluation Criteria

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

- 20% - Contract Marketing and Support Plan (Bid Package 1, Exhibit B)
- 5% - Acceptance of standard contract terms and conditions (refer to Section 2.5)
- 15% - Vendor's Customer references (Bid Package 5)
- 60% - Vendor Project Experience (Bid Package 2)

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

4.3. 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.

4.4. Negotiations

At the conclusion of the evaluation, as described within Sections 4.1 and 4.3 above, DIR staff shall determine the number of Vendors with which it will start contract negotiations. In its discretion, DIR shall terminate contract negotiations when DIR determines that the

best value for the State has been obtained. Then the staff will recommend award of one or more contracts to DIR Executive Management.

4.5. Award of Contract

DIR Executive Management shall make the decision to award any contracts, if in the best interest of DIR and the State to do so. The decision of Executive Management on any award is final. Any award for this RFO shall be posted under requisition number DIR-TSO-TMP-253 on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/, upon execution of a contract with one or more Vendors. All responses and working papers pursuant to this RFO are not subject to disclosure under the Public Information Act until all contracts resulting from this RFO have been executed.

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

4.6. Vendor Protest Procedures

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

END OF RFO

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Exhibit A
Vendor Information

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

1) Company Name: _____

2) Comptroller of Public Accounts Vendor Identification Number: _____

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

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

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

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

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

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

9) Provide a brief history of your company.

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

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

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

If yes, provide the entity names, total sales, and quantity sold.

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

If yes, provide the entity names, total sales, and quantity sold.

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

If yes, provide the entity names, total sales, and quantity sold.

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

16) List below by subsection all exceptions to the *Contract for Services* and *Standard Terms and Conditions for Services Contracts* **in redline form**. You must include the basis of your exceptions and provide proposed alternate language. **If Vendor fails to list exceptions in its response, Vendor shall not be permitted to submit exceptions to the same section during the negotiation process or thereafter. Vendor shall not redline the contract or Exhibit A. All exceptions must be listed in the chart below.**

Section	Section Title	Explanation of Exception	Proposed Language (redline)

17) Vendor and Subcontractor Conflict of Interest Disclosure

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

18) Proof of Financial Stability.

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

Vendors must provide a Dun and Bradstreet D-U-N-S number. The D-U-N-S number MUST be included in the Vendor's response. **Failure to include the D-U-N-S number listed for the company shall cause automatic rejection of the response.**

19) Canceled Contract References

The Respondent shall provide a completed Attachment 3, Canceled Contract References for any contract that was canceled or prematurely terminated in the past four (4) years for services similar to those requested in Section 2.2 of this Bid Package 1. The completed Attachment 3, Canceled Contract References must provide details on the reason for the cancellation and the Respondent's position relevant to the cancellation and the final resolution of the contract cancellation. The Respondent shall include each customer's:

1. Company or entity name;
2. Address;
3. Contact name, telephone number, and email address (contact must be a senior representative of the customer who was directly responsible for interacting with the Respondent throughout the performance of the engagement and who can address questions about the performance of the

Respondent from personal experience and must be able to address questions concerning the cancellation; if the references listed is DIR, the Respondent is not required to provide this information),

4. The contract award date and the operational start (the date the Respondent's work/solution was fully operational) and end date; and
5. A signed Respondent Release of Liability (to Reference) Attachment 4 for each reference absolving the listed entity from liability for information provided to DIR concerning the Respondent's performance of its engagement.

All canceled contract references should be listed on the Canceled Contracts Reference form. A signed Release of Liability (to Reference) Attachment 4 shall be provided for each entity (Respondent may make copies of the form as necessary). **Failure to fully disclose canceled contracts within the scope of this requirement may result in disqualification. If the failure to disclose is not learned until a Contract has been awarded to the Successful Respondent, the Contract may be terminated. In the event of such termination, the Successful Respondent shall be liable for all costs associated with the reprocurement including any increased costs for the services originally awarded.**

If there are no canceled contracts, the Respondent shall note that there are none on Attachment 3, Canceled Contract References or within their Response.

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

21) Statement of Compliance

A. Checklist for the RFO

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

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

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

Item	Check
Response addressed to: Department of Information Resources 300 W. 15th Street, Suite 1300 Austin, Texas 78701 Attn: Carrie Cooper	
External packaging references "RFO DIR-TSO-TMP-253"	
Package contains one (1) signed original (clearly marked) of the complete response with one (1) signed original HUB Subcontracting Plan	
Package contains one (1) additional signed original HUB Subcontracting Plan in a separate envelope	
Package contains four (4) clearly marked additional thumb drive copies of the complete response	
Package contains one (1) thumb drive containing any and all response materials which Vendor asserts are confidential or proprietary (if required)	
Package contains one (1) thumb drive containing any and all copyrighted materials in the Vendor's response (if required)	
Package contains one (1) thumb drive containing any and all non-proprietary/confidential and non-copyrighted materials in the Vendor's response	
Paper responses are bound and the cover of the binders reference "DIR-TSO-TMP-253" and include the name and address of the responding Vendor	
Mandatory Response Contents	
Vendor Information - Exhibit A	
Contract Support Plan – Exhibit B	
HUB Subcontracting Plan Forms – Exhibit C – including a separate envelope	
Vendor Experience – Bid Package 2	
PDAA Questionnaire – Bid Package 6	
Cancelled Contracts Form – Attachment 3	
Release of Liability (to References) – Attachment 4	

B. Certification Statement

The undersigned hereby certifies on behalf of *insert company name here* that RFO DIR-TSO-TMP-253 has been read and understood. In submitting its response *insert company name here* represents to DIR the following:
i) Vendor is capable of providing the products and services as described in the RFO;
ii) Vendor is offering true and correct pricing and discounts for the products and services;
iii) Vendor agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
iv) as of the date of signature below, Vendor is not listed in the prohibited Vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control;

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

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

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

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

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

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

(xi) Vendor is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate, and any Vendor subject to Section 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the response. Enter the name and Social Security Numbers for each person below (alternatively, if this section applies, Vendor 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:
Name:	Social Security Number:
Name:	Social Security Number:

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

(xiii) Vendor agrees to comply with Texas Government Code, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas;

(xiv) Vendor certifies it is in compliance with Texas Government Code, Section 669.003, relating to contracting with executive head of a state agency. If Section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive_____
Name of State Agency: _____
Date of Separation from State Agency:_____
Position with Bidder:_____

(xv) Vendor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety;

(xvi) Vendor certifies that if a Texas address is shown as the Principle Place of Business in Exhibit A, Vendor Information Form, Vendor qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part I, Chapter 20;

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

(xviii) Vendor agrees that these representations will be incorporated into any subsequent agreement(s) between Vendor and Customer that result from this RFO.

_____

Signature of Officer or Agent empowered to contractually bind the Vendor

_____

Date

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Exhibit B
Contract Support Plan

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

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

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

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

4) Do you have other existing DIR Contracts? If yes, how will this contract impact the marketing and support of your other contracts? 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 the geographical reach of the Vendor, teaming partners and subcontractors (if any), to include, at a minimum, locations of corporate and branch offices as well as locations where work is currently taking place. Explain how these locations and any proposed new locations will be used in the performance of this contract.
    b. Provide names, titles, prior account management experience for accounts of the State's size and type.
    c. Provide an organization chart identifying the chain of command for managing this contract, including resource sourcing responsibility, and organization components that support this contract. In a narrative, describe how the Vendor will manage the contract to ensure uninterrupted, high quality performance and overall contract effectiveness.

6) Do you have an existing DBITS contract?
    a. if no list your historical sales from the last four (4) years for the services in your offer broken down by the market segments listed in item 3.
    b. if yes, have you had any sales?
    c. if no sales: explain how your submitted marketing plan will result in sales and how it differs from your previous DBITS marketing plan.

7) Vendor shall explain its ability to attract, hire and retain qualified, technically competent and trained personnel able to satisfy potential SOW requirements under a Master Contract. Address the following:

a. Describe the staffing mechanism to be used including a description of what staffing resources will be available to the Vendor based on sub-contractor relationships, strategic partnerships and in-house resources. Explain the typical length of time it takes to staff a project from award of a SOW including assembly of subcontractor staff, independent consultants or Vendor staff.
b. During performance of a SOW, how your company fills unexpected vacancies.
c. Describe what measures will be taken to fill critical positions requiring unique or hard to fill technical expertise.
d. Describe conditions under which Vendor will use independent consultants and subcontractors.
e. Describe the actions(s) that will be taken if an employee is unable to perform on a SOW. Describe the steps that will be taken to ensure continued satisfactory performance on the SOW after the removal of an employee.
f. Provide specific skill sets and/or experiences that distinguish your firm.

8) Provide a detailed explanation of the procedures, policy, methods, standards, and quality assurance measures for reviewing SOW performance; preparing, inspecting and testing deliverables and services; and acceptance of deliverables and services.
   a. Describe manual and automated tools used.
   b. Describe implementation and enforcement of quality assurance and quality control management measures for resources, scheduling and deliverables.
   c. Describe implementation and enforcement of quality assurance and quality control management measures for resources, scheduling and deliverables for subcontractors.
   d. Explain what happens when a test or inspection fails or a deliverable or on-going service is unacceptable.
   e. Describe how your company proposes to implement and enforce quality assurance measures with any subcontractors that are proposed.

ATTACHMENT 1

STATEMENT OF WORK (SOW)

Sample Template

FOR

DELIVERABLES-BASED INFORMATION TECHNOLOGY SERVICES

Project Name
Technology Category

DIR Customer Name

DATE

1. Introduction

Describe the deliverables-based services to be delivered and the characteristics of the deliverables at a summary level. The statement of work (SOW) is unique and distinct for each project.

2. Background

Explain why the Customer is contracting for this deliverables-based service. Provide useful information regarding the Customer organization, project history, future plans or any other relevant information regarding the work to be performed.

3. Scope

Sample Content

3.1 Project-Based Services

- Scope of work
- Project risks, assumptions and constraints
- Roles and responsibilities
- Detailed description of deliverables
- Acceptance criteria
- Project completion criteria
- Project schedules to be achieved by vendor
- Relevant quality processes that will apply, such as change management, acceptance, and risk and issue management

3.2 Outsourced Services

- Scope of services to be delivered
- Acceptance criteria
- Service-level objectives
- Key performance indicators
- Service-level agreements (SLAs)
- Service-level management

4. Deliverables

4.1 Sample Content

(Example – at a minimum, Customers should consider the following items when developing their SOW)

- Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the Customer contract manager or designate.
- All deliverables must be submitted in a format approved by the Customer contract manager.
- If the deliverable cannot be provided within the scheduled time frame, the Vendor is required to contact the Customer contract manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
- A request for a revised schedule must be reviewed and approved by the Customer contract manager before placed in effect. Contract Terms and Conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.

- The Customer will complete a review of each submitted deliverable within specified working days for the date of receipt
- A kickoff meeting will be held at a location and time selected by the Customer where the Vendor and its staff will be introduced to the Customer.

4.2 Sample Delivery Schedule

No.	Item	SOW Paragraph	Due Date	Recipient
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

5. Reports and Meetings

Sample Content (Example – at a minimum, Customers should consider the following items when developing their SOW)

- The Vendor is required to provide the Customer contract manager with weekly written progress reports of this project. These are due to the Customer contract manager by the close of business on the *specify day* each week throughout the life of the project
- The progress reports shall cover all work performed and completed during the week for which the progress report is provided and shall present the work to be performed during the subsequent week.
- The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.
- The Vendor will be responsible for conducting weekly status meetings with the Customer contract manager. The meetings will be held on *specify day* of each week - at a time and place so designated by the Customer contract manager - unless revised by the Customer contract manager. The meetings can be in person or over the phone at the discretion of the Customer contract manager.

6. Service Level Agreement

The items listed below are suggestions for areas to be considered for service levels and incorporated into the SOW service level agreement.

- Achievement of Budget Goals (total and subtotals)
- Achievement of Schedule Goals (final and interim)
- Security (as defined by customer)
- Quality (as defined by customer)
- Availability (data, system, and components)

- Performance (transmission, response, or completion times)
- Meantime to Resolution (MTR)
- Business Continuity
- ISO/ANSI standards
- IEEE standards
- Required communications (meetings, reports, calls, emails)
- Required documents (plans, estimates, schedules, analyses)
- Degree of accuracy of estimates (schedule, budget, resources, total)
- Effective risk management and response (adherence to plans)
- Effective scope management and change control (adherence to plans)
- Data quality (fitness for use, accuracy, precision, completeness)
- Ad hoc query response (usually written in terms of averages)
- Reliability (queries generate same valid results)
- Consistency (calculations and definitions are consistent regardless of source or function)
- Acceptable usage (query controls)
- Correct mapping of old to new (no functions or data lost that were not planned to retire)
- Previous software, system, or service retired on time

7. Period of Performance

Specify the period of performance in which the Vendor will conduct and complete the work associated with the SOW.

8. Invoices

Describe the Vendor's responsibilities for invoicing Customer including invoice content, frequency/schedule and instructions for submitting invoices. Payments will be made in accordance with Appendix A of the DIR-TSO-TMP-253 Contract.

9. Customer/Vendor-Furnished Equipment and Work Space

Specify what equipment and/or work space the Customer will provide or the expectations of what the Vendor will provide. The vendor must disclose whether the work will be performed onshore or offshore.

10. Additional Customer Terms and Conditions

List any additional terms and conditions required by the Customer. Customers may negotiate the terms and conditions of a SOW to suit their business needs so long as the SOW terms and conditions do not conflict or weaken the DIR master contract.

11. Vendor Response

Sample Content (Example – at a minimum, Customers should consider the following items when developing their SOW)

- All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise)
- All document deliverables must be in formats (hard copy and electronic) as specified by the Customer - at a minimum, the formats must be in industry accepted standards (e.g., MS Word, MS PowerPoint, MS Project)

- The Vendor must demonstrate its knowledge and expertise of the environment (e.g., platforms, software, applications, network, tools, etc.) for which work is to be performed
- All items of this agreement shall be done in accordance with the Service Level Agreement.

Sample Content

- Agreement to confidentiality and legal statements
- Vendor staff capabilities specific to this SOW:
    - Organization chart
    - Management team resumes
    - Key personnel resumes
- Vendor's services capabilities:
    - Outline of capability to deliver the required services, including process, functional and technical expertise
    - Agreed-on SOW for deliverables-based services
    - Project plans for project services or transition
- Project management plan addressing the tasks specified in the SOW

12. Pricing

The main purpose of this section is to detail the pricing for the deliverables-based services. Vendors should also provide a summary of any assumptions and exclusions.

Sample Pricing Sheet

Deliverable No.	Deliverable Name	Price

13. Response Submission Requirements

Sample Content

- SOW schedule of events: deadline for questions, deadline for answering questions, response due date
- Address for response submission
- Number of copies
- Mandatory response contents

Attachment 2

DBITS Sales, Customer List, and SOW Report

DBITS DIR-SDD-TMP-197 Sales and Usage by Category for FY14-FY16

DBITS Category	Total Sales (Through June 2016)	Number of Customers
Technology Migration/Upgrade	$ 53,867,115.21	143
Application Development	$ 35,381,179.38	30
Project Management	$ 28,900,793.29	30
Application Maintenance and Support	$ 20,311,426.76	30
IT Assessments/Planning	$ 13,437,631.48	30
Independent Verification and Validation	$ 10,011,595.66	13
Business Intelligence/Data Warehouse	$ 7,270,831.50	7
Service Oriented Architecture (SOA)	$ 6,612,393.92	31
Enterprise Resource Planning (ERP)	$ 292,663.22	34

DIR-SDD-TMP-197Sales and Usage from FY13-FY14

Category	Total Sales	Number of Customers
Deliverables-Based IT Services (prior to updated sales reporting by DBITS category)	$ 55,758,172.93	153

DBITS DIR-SDD-TMP-197 Customer List

Total Customers for DIR-SDD-TMP-197: 235

452 District Attorney
Abilene Christian University
Accountancy, Texas State Board of Public
Adjutant General's Department of Texas
Aging And Disability Services, Texas Department Of (Dads)
Alamo Community College District (ACCD)
Angelo State University
Animal Health Commission, Texas
Arlington ISD
Assistive And Rehabilitative Services, Dept. of (DARS)
Austin Housing Authority
Austin ISD
Banking, Texas Department of
Bexar County
Blind and Visually Impaired, Texas School for the
Bond Review Board, Texas
Cancer Prevention & Research Institute Of Texas
Capital Area Council of Governments
Capital Area Workforce Development Board
Capital Metro Transportation Authority
Cass County
Chiropractic Examiners, Texas Board of
City of Abilene
City of Arlington
City of Austin
City of Beaumont
City of Bellaire
City of Benbrook
City of Bryan
City of Coppell
City of Corpus Christi
City of Dallas
City of Duncanville
City of El Paso
City Of Fair Vfd
City of Fort Worth
City of Garland
City of Georgetown
City of Grand Prairie
City of Grapevine
City of Houston
City of Houston - Housing Authority
City of Humble
City of Irving
City of Killeen
City of Lampasas
City of Leander
City of Mesquite
City of Midland
City of Missouri City
City of Murphy
City of Nederland
City of North Richland Hills
City of Pflugerville
City of Round Rock
City of San Angelo
City of San Antonio
City of San Marcos
City Of Tallahassee (FI)
City of Wylie
Collin County
Comal County
Concordia Univ, Austin
Consumer Credit Commissioner, Office of
Court Administration, Office of
Court of Texas, Supreme
Criminal Justice, Texas Department of
Dallas Area Rapid Transit Authority (DART)
Dallas County Comm College District (DCCCD)
Dallas ISD
Dental Examiners, Texas State Board of
Denton County
Denton ISD
DeWitt County
East Central ISD
Education Service Center, Region XIV
Emergency Communications, Texas Commission on State
Employee Retirement System of Texas
Ethics Commission, Texas
Family & Protective Services, Texas Dept of (DFPS)
Fort Bend County
Fort Bend ISD
Galveston, Housing Authority of the City of
Georgetown ISD
Goose Creek CISD

Harris County
Harris County - Appraisal District
Harris County - Hospital District
Health and Human Services Commission, Texas
Historical Commission, Texas
Houston Community College System
Houston ISD
Huntsville ISD
Information Resources, Department of
Irving ISD
Judson ISD
Juvenile Probation Commission, Texas
Katy ISD
Kaufman County
Keller ISD
Lamar CISD
Lamar University - Beaumont
Lancaster ISD
Land Surveying, Texas Board of Professional
Laredo ISD
Law Enforcement, Texas Commission on
Leander ISD
Lee College
Leon County (Fl)
Lone Star College System
Lower Colorado River Authority
Lower Rio Grande Valley Development Council
Magnolia ISD
Midwestern State Univ
Montgomery County
North Central Texas Council Of Government
North East ISD
North Texas Tollway Authority
Northeastern State University (Ok)
Northside ISD - San Antonio
Nueces County
Nurse Examiners, Board of
Office of the Attorney General
Office of the Governor
Parkland Health & Hospital System
Parks and Wildlife Department
Pasadena ISD
Pharmacy, Texas State Board of
Port Arthur ISD
Preservation Board, State
Public Safety, Texas Department of
Public Utility Commission of Texas
Public Utility Counsel, Office of
Racing Commission, Texas
Railroad Commission of Texas
Real Estate Commission, Texas
Round Rock ISD
Sam Houston State University
San Antonio ISD
Secretary of State, Texas
Soil And Water Conservation Board, Texas State
South Texas College
South Texas Community College
Southwestern University
Spring ISD
Stafford MSD
State Of Missouri
Stephen F Austin State University
Tarleton State University
Tarrant County
Taylor County
Teacher Retirement System of Texas
Texas A&M Univ - Commerce
Texas A&M Univ - Corpus Christi
Texas A&M Univ - Engineering Experment Station
Texas A&M Univ - Forest Service
Texas A&M Univ - Health Science Center
Texas A&M Univ - International
Texas A&M Univ - Kingsville
Texas A&M Univ - Prairie View
Texas A&M Univ - System
Texas A&M Univ - Texarkana
Texas A&M Univ - Transportation Institute
Texas A&M Univ - Veterinary Medical Diagnostic Lab.
Texas Agrilife Ext Service
Texas Alcoholic Beverage Commission
Texas Building and Procurement Commission
Texas Commission of Environmental Quality (TNRCC-TCEQ))
Texas Comptroller of Public Accounts
Texas Cooperative Ext.
Texas County District Retirement System
Texas Credit Union Department
Texas Department of Agriculture
Texas Department of Insurance
Texas Department of Licensing and Regulation
Texas Department Of Motor Vehicles
Texas Department of State Health Services (DSHS)
Texas Education Agency

Texas General Land Office
Texas Guaranteed Student Loan Corporation (GSLC)
Texas Higher Education Coordinating Board
Texas Legislative Council
Texas Lottery Commission
Texas Medical Board
Texas Migrant Council, Inc.
Texas Military Department
Texas State Library and Archives Commission
Texas State Securities Board
Texas State Technical College System
Texas State University (Southwest Texas State Univ)
Texas Workforce Commission
The Alamo
Tom Green County
Town of Little Elm
Transportation, Texas Department of
Travis County
Tsa-E North Central Texas Trauma Rac
Tsa-S Golden Crescent Rac C/O Citizens Medical Center
Tyler Junior College
United ISD
Univ of Houston
Univ of Houston - Clear Lake
Univ of Houston - Downtown
Univ of N Texas Health Science Ctr-Ft. Worth
Univ of Texas at Arlington
Univ of Texas at Austin
Univ of Texas at Brownsville
Univ Of Texas At San Antonio
Univ of Texas at the Permian Basin
Univ of Texas at Tyler
Univ of Texas Health Science Center at Houston
Univ of Texas Health Science Center at San Antonio
Univ of Texas M.D. Anderson Cancer Center
Univ of Texas Medical Branch at Galveston
Univ of Texas Southwestern Medical Center at Dallas
Univ of Texas System
University Of North Carolina At Wilmington
University of North Texas
University Of North Texas System
Upper Trinity Regional Water District
Veterans Commission, Texas
VIA Metropolitan Transit
Victoria College, The
Vidor ISD
Water Development Board, Texas
West Texas A&M Univ.
Wharton County Junior College
Whitney ISD
Williamson County
Williamson County & Cities Health District
Willis ISD
Workforce Solutions Alamo
Workforce Solutions-Alamo
Youth Commission, Texas
Ysleta Del Sur Pueblo

DBITS SOW Report

As of September 1, 2015, per SB 20, state agencies are required to submit Statements of Work (SOWs) greater than $50,000 but no more than $1,000,000 to the Texas Department of Information Resources for review and approval of services defined within the SOW. Below is a summary of DBITS SOWs reviewed by technology category since September 1, 2015.

DBITS Category	Number of SOWs Reviewed
Application Development	13
Enterprise Resource Planning (ERP)	1
Business Intelligence (BI) and Data Warehouse	1
IT Assessments and Planning	6
Project Management	3
Technology Upgrade/Migration and Transformation	4
Application Maintenance and Support	10
Service Oriented Architecture (SOA)	0
Independent Verification and Validation (IV&V)	0

Bid Package 2

Department of Information Resources

DIR-TSO-TMP-253

Deliverables-Based
Information Technology Services (DBITS)

Vendor Experience

1. Vendor Experience Response Instructions

In **Section A** below Vendors shall describe their approach to general business management by responding to each overall requirement. Note: Vendors who are bidding on the first eight (8) Technology Categories should complete Section A-1. Vendors who are bidding on Technology Category 9 – Information Technology Procurement Assistance should complete Section A-2. **There is a ten-page limit for Section A.**

In **Section B** below Vendor shall provide detailed project experience for each Technology Category Vendor is submitting in their proposal. All Vendors must complete Section B for each Technology Category on which they are bidding.

The nine (9) Technology Categories are:

1) Application Maintenance and Support;
2) Business Intelligence (BI) and Data Warehouse;
3) Enterprise Resource Planning (ERP);
4) Project Management;
5) Technology Upgrade/Migration and Transformation;
6) Information Technology Assessments and Planning;
7) Application Development;
8) Independent Verification and Validation (IV&V); and
9) Information Technology Procurement Assistance.

Vendors are to provide three (3) projects within each category, two of which were completed within the last four (4) years. If Vendor has less than three (3) per category, leave the remaining project elements blank. All blank projects will be scored as a zero (0). **For each Technology Category for which the vendor is responding, the information must be provided for three (3) separate projects.** At least two (2) of the projects must have been completed by the Vendor within the last forty-eight (48) months. Vendors may use the same project for multiple Technology Categories; however, the work performed should be clearly identifiable as related to a single Technology Category. (For example, a project may include work involving Application Development, Application Maintenance and Support, and Project Management. Do not include a description of work performed for Application Development and Application Maintenance and Support in response to the Project Management Technology Category.)

Vendors should use projects reflecting the markets in which they generally work (for example: state agency, institutions of higher education, local governments and independent school districts).

Vendors must describe and/or demonstrate how their experience supports their qualifications in the specific Technology Categories. The Vendor's response may include applicable project deliverables that specifically address the experience requested in Section B of Bid Package 2. Additional descriptive materials should be clear, concise, and specific to the Technology Category experience being described.

Vendors shall respond to each element in the corresponding description column. Vendors may use the comments column to indicate if a listed element/role was not part of the scope for the project.

No response may direct the reader to refer to information elsewhere in the RFO response or to a webpage. Attachments are acceptable; attachments should be clearly marked and referenced.

DIR reserves the right to contact any provided project contact names for further information/clarification.

Section A-1 -: Vendor's Business Management General Approach for Technology Categories 1-8:

1) Application Maintenance and Support;
2) Business Intelligence (BI) and Data Warehouse;
3) Enterprise Resource Planning (ERP);
4) Project Management;
5) Technology Upgrade/Migration and Transformation;
6) Information Technology Assessments and Planning;
7) Application Development; and
8) Independent Verification and Validation (IV&V)

Vendor Approach for Deliverables-Based IT Services
Description: Vendors should provide the following information regarding their general business management approach.
1. Provide information about the Vendor's business management strategy (e.g., CMMI, ITIL, Six Sigma). Include the applicable certifications and percentages of employees that carry that certification. Response should describe how the Vendor assures that the user's business needs are met.
2. Describe the Vendor's methodologies used to gather requirements, including application, techniques, and processes.
3. Provide a completed Business Requirements Document and a System Requirements Specification/ Document from a previous project. This sample document will not count against the established page limit. This item applies to Technology Categories 1, 2, 3, 5 and 7.
4. Describe the Vendor's expertise in document control including creating, maintaining and versioning technical documents. Response should demonstrate how the Vendor ensures traceability and consistency throughout the project.
5. Describe the Vendor's solution design methodology. Response should demonstrate how the Vendor has transitioned from requirements gathering to design implementation.

Vendor Approach for Deliverables-Based IT Services
Description: Vendors should provide the following information regarding their general business management approach.
6. Provide a completed System Design Document from a previous project; this sample document will not count against the established page limit.
7. Describe the Vendor's approach to quality assurance including verification, validation, and testing. Response should demonstrate how the Vendor has successfully applied this approach in the past.
8. Describe the Vendor's expertise in training including developing, delivering, and documentation. Response should demonstrate how the Vendor has integrated all the training components into an effective learning experience for clients in the past.
9. Describe the Vendor's methodology for managing warranty issues related to vendor's work performed. Include an example of how the Vendor achieved customer satisfaction using this approach.
10. Describe the Vendor's strategy for ensuring quality customer service, including: a) How Vendor will scale resources to meet user's business needs b) How issues will be identified and resolved in partnership with the Customer c) How the Vendor will involve the Customer in the deliverable development process and review. d) How the Vendor transitions to the customer at completion of project.

Section A-2: Vendor's Business Management General Approach – Technology Category 9:

9) Information Technology Procurement Assistance

Vendor Approach for Deliverables-Based IT Services
Description: Vendors should provide the following information regarding their general business management approach.
Description: Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category. Vendors may indicate that the listed element/role was not a part of the scope for the project submitted.
1. Provide information about the Vendor's business management strategy (e.g., CMMI, ITIL, Six Sigma). Include the applicable certifications and percentages of employees that carry that certification. Response should describe how the Vendor assures that the user's business needs are met.
2. Describe the Vendor's methodologies used to gather requirements, including application, techniques, and processes.
3. Provide a completed deliverable for a previous Information Technology Procurement Assistance project. The project does not have to identify the Customer; however, it must be representative of the level of detail and content that will be contained in deliverables. This document will not count against the established page limit.
4. Describe the Vendor's expertise in document control including creating, maintaining and versioning technical documents. Response should demonstrate how the Vendor ensures traceability and consistency throughout the project.
5. Describe the Vendor's expertise in training including developing, delivering, and documentation. Response should demonstrate how the Vendor has integrated all the training components into an effective learning experience for clients in the past.

Vendor Approach for Deliverables-Based IT Services
Description: Vendors should provide the following information regarding their general business management approach.
6. Describe the Vendor's strategy for ensuring quality customer service, including: e) How Vendor will scale resources to meet user's business needs f) How issues will be identified and resolved in partnership with the Customer g) How the Vendor will involve the Customer in the deliverable development process and review. h) How the Vendor transitions to the customer at completion of project.

Section B: Detailed Technology Category Experience Spreadsheet

Technology Category 1: Application Maintenance and Support		
Definition: Application Maintenance and Support includes the skills and requirements for supporting application systems, including troubleshooting, modifying, maintaining and enhancing legacy systems. Application Maintenance and Support also applies to applications running in a production environment. **Examples of included services**: research, analysis, design, programming, testing, documenting and implementing maintenance changes; correcting software errors; modifying reports and ensuring accurate report runs; making modifications to the applications and documentation; writing ad hoc queries; loading and applying changes to the software language and/or database in which the application is written; providing corrections for production or any changes needed and participation in disaster recovery testing, planning and documentation. Services may need to be available 24/7 or on an on-call basis.	**Description:** Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.	**Comments:** Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted
1. Project 1 Experience (Describe in detail for each element):	DIR reserves the right to contact any provided project contact names for further information/clarification	
1.1. Project Information 1.1.1. Client Name 1.1.2. Contact Name 1.1.3. Contact Phone Number 1.1.4. Contact E-mail 1.1.5. Project Name and Scope and Scope 1.1.6. Project Schedule (start date and end date- (mm/yyyy)) 1.1.7. Project Budget (original and final - for this specific referenced project) Describe any variance, if applicable 1.1.8. Total number of vendor FTEs on this project on this project 1.1.9. Total number of subcontractor FTEs on this project on this project 1.1.10. Describe, in general terms, the goals and objectives of the project and your opinion of your performance 1.1.11. Describe your procedures for change management		

throughout the project. 1.1.12. Provide Communication Plan (what, who, and when)		
1.2. Lessons learned during project		
1.3. Performance measures/service levels contractually required for this project reported to the customer		
1.4. Security and authentication responsibilities and activities, if applicable		
1.5. Disaster Recovery responsibilities and activities, if applicable		
2. Project 2 Experience (Describe in detail for each element):		
2.1. Project Information 2.1.1. Client Name 2.1.2. Contact Name 2.1.3. Contact Phone Number 2.1.4. Contact E-mail 2.1.5. Project Name and Scope and Scope 2.1.6. Project Schedule (start date and end date - mm/yyyy)) 2.1.7. Project Budget (original and final for this specific project) Describe any variance, if applicable 2.1.8. Total number of vendor FTEs on this project 2.1.9. Total number of subcontractor FTEs on this project 2.1.10. Describe, in general terms, the goals and objectives of the project and your opinion of your performance 2.1.11. Describe your procedures for change management throughout the project. 2.1.12. Provide Communication Plan (what, who, and when)		
2.2. Lessons learned during project		
2.3. Performance measures/service levels contractually required for this project reported to the customer		
2.4. Security and authentication responsibilities and activities, if applicable		
2.5. Disaster Recovery responsibilities and activities, if applicable		
3. Project 3 Experience (Describe in detail for each element):		
3.1. Project Information 3.1.1. Client Name 3.1.2. Contact Name 3.1.3. Contact Phone Number 3.1.4. Contact E-mail 3.1.5. Project Name and Scope 3.1.6. Project Schedule (start date and end date - mm/yyyy)) 3.1.7. Project Budget (original and final for this specific project)		

Describe any variance, if applicable 3.1.8. Total number of vendor FTEs on this project 3.1.9. Total number of subcontractor FTEs on this project on this project 3.1.10. Describe, in general terms, the goals and objectives of the project and your opinion of your performance 3.1.11. Describe your procedures for change management throughout the project. 3.1.12. Provide Communication Plan (what, who, and when)		
3.2. Lessons learned during project		
3.3. Performance measures/service levels contractually required for this project reported to the customer		
3.4. Security and authentication responsibilities and activities, if applicable		
3.5. Disaster Recovery responsibilities and activities, if applicable		

Technology Category 2: Business Intelligence and Data Warehouse		
Definition: BI enables an organization to perform in-depth analysis and includes, where required, data mining of detailed business data providing real and significant information to business users. BI may include an integrated group of operational and decision support applications and databases. BI makes use of tools designed to easily access data warehouse data. A data warehouse collects, organizes and makes data available for the purpose of analysis and gives organizations the ability to access and analyze information about its business. The function of the data warehouse is to consolidate and reconcile information from across disparate business units and IT systems and provide a context for reporting and analysis. **Examples of included services**: architectural design, extraction, transformation and loading of data sources; planning, assessment, product installation and tuning; prototype development, deployment, data cleansing, data mart development and support; data migration, integration with data mining; integration with business intelligence tools and/or systems; data scrubbing; data transformation; training and knowledge transfer.	**Description:** Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.	**Comments:** Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted
1. Project 1 Experience (Describe in detail for each element):		
1.1 Project Information 1.1.1 Client Name 1.1.2 Contact Name 1.1.3 Contact Phone Number 1.1.4 Contact E-mail 1.1.5 Project Name and Scope 1.1.6 Project Schedule (start date and end date - mm/yyyy)) 1.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 1.1.8 Total number of vendor FTEs on this project 1.1.9 Total number of subcontractor FTEs on this project 1.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 1.1.11 Describe your procedures for change management throughout the project. 1.1.12 Provide Communication Plan (what, who, and when)		
1.2 Lessons learned during project		

1.3 Performance measures/service levels contractually required for this project reported to the customer		
1.4 Security and authentication responsibilities and activities, if applicable		
1.5 Disaster Recovery responsibilities and activities, if applicable		
2. Project 2 Experience (Describe in detail for each element):		
2.1 Project Information 2.1.1 Client Name 2.1.2 Contact Name 2.1.3 Contact Phone Number 2.1.4 Contact E-mail 2.1.5 Project Name and Scope 2.1.6 Project Schedule (start date and end date - mm/yyyy)) 2.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 2.1.8 Total number of vendor FTEs on this project 2.1.9 Total number of subcontractor FTEs on this project 2.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 2.1.11 Describe your procedures for change management throughout the project. 2.1.12 Provide Communication Plan (what, who, and when)		
2.2 Lessons learned during project		
2.3 Performance measures/service levels contractually required for this project reported to the customer		
2.4 Security and authentication responsibilities and activities, if applicable		
2.5 Disaster Recovery responsibilities and activities, if applicable		
3. Project 3 Experience (Describe in detail for each element):		
3.1 Project Information 3.1.1 Client Name 3.1.2 Contact Name 3.1.3 Contact Phone Number 3.1.4 Contact E-mail 3.1.5 Project Name and Scope		

3.1.6 Project Schedule (start date and end date - mm/yyyy)) 3.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 3.1.8 Total number of vendor FTEs on this project 3.1.9 Total number of subcontractor FTEs on this project 3.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 3.1.11 Describe your procedures for change management throughout the project. 3.1.12 Provide Communication Plan (what, who, and when)		
3.2 Lessons learned during project		
3.3 Performance measures/service levels contractually required for this project reported to the customer		
3.4 Security and authentication responsibilities and activities, if applicable		
3.5 Disaster Recovery responsibilities and activities, if applicable		

Technology Category 3: Enterprise Resource Planning (ERP)		
Definition: ERP is an amalgamation of an organization's information systems designed to automate and integrate a variety of functions, commonly referred to as "back office", including financials, human resources and asset management. These systems are modularized and generally highly configurable. **Examples of included services**: planning and assessment; requirements development; business process reengineering (BPR); implementation and conversion services; application programming and support services; database administration, system software administration and support; functional support; and training support.	**Description:** Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.	**Comments:** Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted
1. Project 1 Experience (Describe in detail for each element):		
1.1 Project Information 1.1.1 Client Name 1.1.2 Contact Name 1.1.3 Contact Phone Number 1.1.4 Contact E-mail 1.1.5 Project Name and Scope 1.1.6 Project Schedule (start date and end date - mm/yyyy)) 1.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 1.1.8 Total number of vendor FTEs on this project 1.1.9 Total number of subcontractor FTEs on this project 1.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 1.1.11 Describe your procedures for change management throughout the project. 1.1.12 Provide Communication Plan (what, who, and when)		
1.2 Lessons learned during project		
1.3 Performance measures/service levels contractually required for this project reported to the customer		
1.4 Security and authentication responsibilities and activities, if applicable		

1.5 Disaster Recovery responsibilities and activities, if applicable		
2. Project 2 Experience (Describe in detail for each element):		
2.1 Project Information 2.1.1 Client Name 2.1.2 Contact Name 2.1.3 Contact Phone Number 2.1.4 Contact E-mail 2.1.5 Project Name and Scope 2.1.6 Project Schedule (start date and end date - mm/yyyy)) 2.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 2.1.8 Total number of vendor FTEs on this project 2.1.9 Total number of subcontractor FTEs on this project 2.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 2.1.11 Describe your procedures for change management throughout the project. 2.1.12 Provide Communication Plan (what, who, and when)		
2.2 Lessons learned during project		
2.3 Performance measures/service levels contractually required for this project reported to the customer		
2.4 Security and authentication responsibilities and activities, if applicable		
2.5 Disaster Recovery responsibilities and activities, if applicable		
3. Project 3 Experience (Describe in detail for each element):		
3.1 Project Information 3.1.1 Client Name 3.1.2 Contact Name 3.1.3 Contact Phone Number 3.1.4 Contact E-mail 3.1.5 Project Name and Scope 3.1.6 Project Schedule (start date and end date - mm/yyyy)) 3.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 3.1.8 Total number of vendor FTEs on this project 3.1.9 Total number of subcontractor FTEs on this project 3.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance		

3.1.11 Describe your procedures for change management throughout the project. 3.1.12 Provide Communication Plan (what, who, and when)		
3.2 Lessons learned during project		
3.3 Performance measures/service levels contractually required for this project reported to the customer		
3.4 Security and authentication responsibilities and activities, if applicable		
3.5 Disaster Recovery responsibilities and activities, if applicable		

Technology Category 4: Project Management		
Definition: Project Management service providers may perform any or all of the project management processes identified by the Project Management Institute as published in Table 3-45 of the PMBOK® Guide, Third Edition or most recent. **Examples of included services**: utilizing the Customer's tools and processes, using off-the-shelf tools or using Vendor's own proprietary tools and processes to manage a project.	**Description:** Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.	**Comments:** Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted
1. Project 1 Experience (Describe in detail for each element):		
1.1 Project Information 1.1.1 Client Name 1.1.2 Contact Name 1.1.3 Contact Phone Number 1.1.4 Contact E-mail 1.1.5 Project Name and Scope 1.1.6 Project Schedule (start date and end date - mm/yyyy)) 1.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 1.1.8 Total number of vendor FTEs on this project 1.1.9 Total number of subcontractor FTEs on this project 1.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 1.1.11 Describe your procedures for change management throughout the project. 1.1.12 Provide Communication Plan (what, who, and when)		
1.2 Lessons learned during project		
1.3 Performance measures/service levels contractually required for this project reported to the customer		
1.4 Security and authentication responsibilities and activities, if applicable		
1.5 Disaster Recovery responsibilities and activities, if applicable		
2. Project 2 Experience (Describe in detail for each element):		
2.1 Project Information 2.1.1 Client Name 2.1.2 Contact Name 2.1.3 Contact Phone Number		

2.1.4 Contact E-mail 2.1.5 Project Name and Scope 2.1.6 Project Schedule (start date and end date - mm/yyyy)) 2.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 2.1.8 Total number of vendor FTEs on this project 2.1.9 Total number of subcontractor FTEs on this project 2.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 2.1.11 Describe your procedures for change management throughout the project. 2.1.12 Provide Communication Plan (what, who, and when)		
2.2 Lessons learned during project		
2.3 Performance measures/service levels contractually required for this project reported to the customer		
2.4 Security and authentication responsibilities and activities, if applicable		
2.5 Disaster Recovery responsibilities and activities, if applicable		
3. Project 3 Experience (Describe in detail for each element):		
3.1 Project Information 3.1.1 Client Name 3.1.2 Contact Name 3.1.3 Contact Phone Number 3.1.4 Contact E-mail 3.1.5 Project Name and Scope 3.1.6 Project Schedule (start date and end date - mm/yyyy)) 3.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 3.1.8 Total number of vendor FTEs on this project 3.1.9 Total number of subcontractor FTEs on this project 3.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 3.1.11 Describe your procedures for change management throughout the project.		

3.1.12 Provide Communication Plan (what, who, and when)		
3.2 Lessons learned during project		
3.3 Performance measures/service levels contractually required for this project reported to the customer		
3.4 Security and authentication responsibilities and activities, if applicable		
3.5 Disaster Recovery responsibilities and activities, if applicable		

Technology Category 5: Technology Migration/Upgrade and Transformation		
Definition: Technology Upgrade/Migration may be required to increase business functionality, reengineer a business function, keep current with vendor upgrades or when upgrading existing technology. Technology Transformation may be accomplished by converting/migrating legacy applications to new technology either with or without new business functionality or it may include introducing new technology into the enterprise. Technology Upgrade/Migration may also include providing website content accessibility compliance. **Examples of included services**: assessments of the current application portfolio, evaluation of the technology assets before beginning technology transformation and Business Case development for justification of an initiative. Also included are: technology transformations, which may include, appropriate Return on Investment (ROI), benchmarks and milestones. The following activities may also be included: planning, analysis, requirements development, proof of concept, deployment, implementation, integration, remediation, data migration, documentation, application programming and support services; and training support.	**Description:** Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.	**Comments:** Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted
1. Project 1 Experience (Describe in detail for each element):		
1.1 Project Information 1.1.1 Client Name 1.1.2 Contact Name 1.1.3 Contact Phone Number 1.1.4 Contact E-mail 1.1.5 Project Name and Scope 1.1.6 Project Schedule (start date and end date - mm/yyyy)) 1.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 1.1.8 Total number of vendor FTEs on this project 1.1.9 Total number of subcontractor FTEs on this project 1.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 1.1.11 Describe your procedures for change management throughout the project. 1.1.12 Provide Communication Plan (what, who, and when)		

1.2 Lessons learned during project		
1.3 Performance measures/service levels contractually required for this project reported to the customer		
1.4 Security and authentication responsibilities and activities, if applicable		
1.5 Disaster Recovery responsibilities and activities, if applicable		
2. Project 2 Experience (Describe in detail for each element):		
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2.3 Performance measures/service levels contractually required for this project reported to the customer		
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2.5 Disaster Recovery responsibilities and activities, if applicable		
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3.2 Lessons learned during project		
3.3 Performance measures/service levels contractually required for this project reported to the customer		
3.4 Security and authentication responsibilities and activities, if applicable		
3.5 Disaster Recovery responsibilities and activities, if applicable		

Technology Category 6: Information Technology Assessments and Planning		
Definition: IT Assessments and Planning may include IT effectiveness, maturity, governance, project management and architecture. Strategic planning activities may include mission statement development, visioning and goals, objectives, and strategy development. Tactical planning may require that actionable plans and roadmaps be provided. **Examples of included services**: IT assessments, including enterprise architecture and cloud assessments; staff knowledge, skills and abilities (KSAs) assessments; bandwidth assessments, network performance and strategic and tactical planning.	**Description:** Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.	**Comments:** Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted
1. Project 1 Experience (Describe in detail for each element):		
1.1 Project Information 1.1.1 Client Name 1.1.2 Contact Name 1.1.3 Contact Phone Number 1.1.4 Contact E-mail 1.1.5 Project Name and Scope 1.1.6 Project Schedule (start date and end date - mm/yyyy)) 1.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 1.1.8 Total number of vendor FTEs on this project 1.1.9 Total number of subcontractor FTEs on this project 1.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 1.1.11 Describe your procedures for change management throughout the project. 1.1.12 Provide Communication Plan (what, who, and when)		
1.2 Lessons learned during project		
1.3 Performance measures/service levels contractually required for this project reported to the customer		
1.4 Security and authentication responsibilities and activities, if applicable		
1.5 Disaster Recovery responsibilities and activities, if applicable		
2. Project 2 Experience (Describe in detail for each element):		
2.1 Project Information		

2.1.1 Client Name 2.1.2 Contact Name 2.1.3 Contact Phone Number 2.1.4 Contact E-mail 2.1.5 Project Name and Scope 2.1.6 Project Schedule (start date and end date - mm/yyyy)) 2.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 2.1.8 Total number of vendor FTEs on this project 2.1.9 Total number of subcontractor FTEs on this project 2.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 2.1.11 Describe your procedures for change management throughout the project. 2.1.12 Provide Communication Plan (what, who, and when)		
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2.3 Performance measures/service levels contractually required for this project reported to the customer		
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2.5 Disaster Recovery responsibilities and activities, if applicable		
3. Project 3 Experience (Describe in detail for each element):		
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3.2 Lessons learned during project		

3.3 Performance measures/service levels contractually required for this project reported to the customer		
3.4 Security and authentication responsibilities and activities, if applicable		
3.5 Disaster Recovery responsibilities and activities, if applicable		

Technology Category 7: Application Development		
Definition: Application Development is the development of new applications which may be mainframe, server, network-based, web-based or a combination. The requirements for new applications may require interfaces to existing applications. **Examples of included services**: web application development; mobile application development; service oriented architecture (SOA); researching; analyzing; gathering requirements; designing; programming; testing; documenting and implementing; applying changes to the software language and/or database in which the application is written; providing corrections for production or any changes needed and participation in disaster recovery planning and documentation.	**Description:** Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.	**Comments:** Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted
1. Project 1 Experience (Describe in detail for each element):		
1.1 Project Information 1.1.1 Client Name 1.1.2 Contact Name 1.1.3 Contact Phone Number 1.1.4 Contact E-mail 1.1.5 Project Name and Scope 1.1.6 Project Schedule (start date and end date - mm/yyyy)) 1.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 1.1.8 Total number of vendor FTEs on this project 1.1.9 Total number of subcontractor FTEs on this project 1.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 1.1.11 Describe your procedures for change management throughout the project. 1.1.12 Provide Communication Plan (what, who, and when)		
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1.3 Performance measures/service levels contractually required for this project reported to the customer		
1.4 Security and authentication responsibilities and activities, if applicable		
1.5 Disaster Recovery responsibilities and activities, if applicable		

2. Project 2 Experience (Describe in detail for each element):		
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2.4 Security and authentication responsibilities and activities, if applicable		
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3. Project 3 Experience (Describe in detail for each element):		
3.1 Project Information 3.1.1 Client Name 3.1.2 Contact Name 3.1.3 Contact Phone Number 3.1.4 Contact E-mail 3.1.5 Project Name and Scope 3.1.6 Project Schedule (start date and end date - mm/yyyy)) 3.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 3.1.8 Total number of vendor FTEs on this project 3.1.9 Total number of subcontractor FTEs on this project 3.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 3.1.11 Describe your procedures for change management throughout the project.		

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3.2 Lessons learned during project		
3.3 Performance measures/service levels contractually required for this project reported to the customer		
3.4 Security and authentication responsibilities and activities, if applicable		
3.5 Disaster Recovery responsibilities and activities, if applicable		

Technology Category 8: Independent Verification and Validation (IV&V)		
Definition: IV&V focuses on mission critical software by conducting reviews and in-depth analyses of products that carry the highest level of risk and checks that a product, service, or system meets specifications and that it fulfills its intended purpose. **Examples of included services**: Validation of software design to meet system needs/requirements; traceability of safety critical requirements; design analysis of selected critical algorithms; and code analysis of mission-critical software components	**Description:** Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.	**Comments:** Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted
1. Project 1 Experience (Describe in detail for each element):		
1.1 Project Information 1.1.1 Client Name 1.1.2 Contact Name 1.1.3 Contact Phone Number 1.1.4 Contact E-mail 1.1.5 Project Name and Scope 1.1.6 Project Schedule (start date and end date - mm/yyyy)) 1.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 1.1.8 Total number of vendor FTEs on this project 1.1.9 Total number of subcontractor FTEs on this project 1.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 1.1.11 Describe your procedures for change management throughout the project. 1.1.12 Provide Communication Plan (what, who, and when)		
1.2 Lessons learned during project		
1.3 Performance measures/service levels contractually required for this project reported to the customer		
1.4 Security and authentication responsibilities and activities, if applicable		
1.5 Disaster Recovery responsibilities and activities, if applicable		
2. Project 2 Experience (Describe in detail for each element):		
2.1 Project Information 2.1.1 Client Name 2.1.2 Contact Name		

2.1.3 Contact Phone Number 2.1.4 Contact E-mail 2.1.5 Project Name and Scope 2.1.6 Project Schedule (start date and end date - mm/yyyy)) 2.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 2.1.8 Total number of vendor FTEs on this project 2.1.9 Total number of subcontractor FTEs on this project 2.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 2.1.11 Describe your procedures for change management throughout the project. 2.1.12 Provide Communication Plan (what, who, and when)		
2.2 Lessons learned during project		
2.3 Performance measures/service levels contractually required for this project reported to the customer		
2.4 Security and authentication responsibilities and activities, if applicable		
2.5 Disaster Recovery responsibilities and activities, if applicable		
3. Project 3 Experience (Describe in detail for each element):		
3.1 Project Information 3.1.1 Client Name 3.1.2 Contact Name 3.1.3 Contact Phone Number 3.1.4 Contact E-mail 3.1.5 Project Name and Scope 3.1.6 Project Schedule (start date and end date - mm/yyyy)) 3.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 3.1.8 Total number of vendor FTEs on this project 3.1.9 Total number of subcontractor FTEs on this project 3.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 3.1.11 Describe your procedures for change management throughout the project. 3.1.12 Provide Communication Plan (what, who, and when)		
3.2 Lessons learned during project		

3.3 Performance measures/service levels contractually required for this project reported to the customer		
3.4 Security and authentication responsibilities and activities, if applicable		
3.5 Disaster Recovery responsibilities and activities, if applicable		

Technology Category 9: Information Technology Procurement Assistance		
Definition: Information Technology Procurement Assistance services may include assistance in IT Statement of Work (SOW) and/or Request for Offer (RFO) development. Procurement assistance activities may include requirements gathering, scoring criteria development, and evaluation development. **Examples of included services**: Specification development, Statement of Work (SOW) development, and RFO development.	**Description:** Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.	**Comments:** Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted
1. Project 1 Experience (Describe in detail for each element):		
1.1 Project Information 1.1.1 Client Name 1.1.2 Contact Name 1.1.3 Contact Phone Number 1.1.4 Contact E-mail 1.1.5 Project Name and Scope 1.1.6 Project Schedule (start date and end date - mm/yyyy)) 1.1.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 1.1.8 Total number of vendor FTEs on this project 1.1.9 Total number of subcontractor FTEs on this project 1.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 1.1.11 Describe your procedures for change management throughout the project. 1.1.12 Provide Communication Plan (what, who, and when)		
1.2 Lessons learned during project		
2. Project 2 Experience (Describe in detail for each element):		
2.6 Project Information 2.6.1 Client Name 2.6.2 Contact Name 2.6.3 Contact Phone Number 2.6.4 Contact E-mail 2.6.5 Project Name and Scope 2.6.6 Project Schedule (start date and end date - mm/yyyy))		

2.6.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 2.6.8 Total number of vendor FTEs on this project 2.6.9 Total number of subcontractor FTEs on this project 2.6.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 2.6.11 Describe your procedures for change management throughout the project. 2.6.12 Provide Communication Plan (what, who, and when)		
2.7 Lessons learned during project		
3. Project 3 Experience (Describe in detail for each element):		
3.6 Project Information 3.6.1 Client Name 3.6.2 Contact Name 3.6.3 Contact Phone Number 3.6.4 Contact E-mail 3.6.5 Project Name and Scope 3.6.6 Project Schedule (start date and end date - mm/yyyy)) 3.6.7 Project Budget (original and final for this specific project) Describe any variance, if applicable 3.6.8 Total number of vendor FTEs on this project 3.6.9 Total number of subcontractor FTEs on this project 3.6.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance 3.6.11 Describe your procedures for change management throughout the project. 3.6.12 Provide Communication Plan (what, who, and when)		
3.7 Lessons learned during project		

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR SERVICES

VENDOR LEGAL ENTITY NAME

1. Introduction

A. Parties

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

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-253, on *POSTING DATE*, for Deliverables-Based Information Technology Services (DBITS). *DIR subsequently issued a BAFO opportunity on BAFO DATE.* Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-253 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; , Appendix C, Statement of Work; *Exhibit 1, Vendor's Response to BAFO, including all addenda; Exhibit 2, the BAFO, including all addenda;* Exhibit *[3]*, Vendor's Response to RFO DIR-TSO-TMP-253, including all addenda; and Exhibit *[4]*, RFO DIR-TSO-TMP-253, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then *Exhibit 1, then Exhibit 2,* then Exhibit *3*, and finally Exhibit *4*. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be two (2) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to two (2) optional one-year terms. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Service Offerings

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

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Statement of Work and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

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

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

6. Notification

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

<u>If sent to the State</u>:
Shannon Kelley, CTPM, CTCM
Manager, Enterprise Contract Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone:
Facsimile:
Email:

<u>If sent to the Vendor</u>:
Vendor Representative
Company Name
Address
City, State Zip

Phone: ( ) -
Facsimile: ( ) -
Email:

7. Statement of Work

A) Services provided under this Contract shall be based on the Sample Statement of Work as set forth in Appendix C of this Contract. Customers may negotiate the terms and conditions of a SOW to suit their business needs, so long as the SOW terms and conditions do not conflict with this Contract.

B) Conflicting or Additional Terms

In the event that conflicting or additional terms in Statement of Work or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) 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.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts.

8. Authorized Exceptions to Contract and any Appendices.

No exceptions have been agreed to by DIR and Vendor.

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

VENDOR LEGAL ENTITY NAME

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By: _____

Name: _____

Title: _____

Date: _____

Office of General Counsel: _____

Appendix A: Standard Terms and Conditions for
DELIVERABLES-BASED INFORMATION TECHNOLOGY SERVICES
(DBITS)

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Appendix A: Standard Terms and Conditions for DELIVERABLES-BASED INFORMATION TECHNOLOGY SERVICES (DBITS)

1. No Quantity Guarantees:

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Contract is not exclusive to the Vendor. 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 services will be procured through the Contract.

2. Definitions

A. 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, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
4) A group, including a faith-based group, that enters into a financial or non- financial agreement with a health or human services agency to provide services to that agency's clients;
5) A local workforce development board created under Section 2308.253;
6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. **Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
D. **CPA** – refers to the Texas Comptroller of Public Accounts.
E. **Day** – shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
F. **Purchase Order** – the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
G. **State** – refers to the State of Texas.
H. **Statement of Work Solicitation (SOW)** – A document, hereinafter referred to as a SOW Solicitation, posted on DIR's website outlining the description of services to be performed for a specified DIR Customer. SOW Solicitations may include: background, description of deliverables, acceptance criteria for deliverables, service levels for deliverables, duration of engagement with the DIR Customer, additional Customer terms and conditions and other relevant information
J. **Technology Category –** A DBITS service grouping for which Vendors may be awarded a Contract.

3. General Provisions

A. Entire Agreement

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

B. Modification of Contract Terms and/or Amendments

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

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

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

C. Invalid Term or Condition

1) 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 State and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one 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.

D. Assignment

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

E. Survival

All applicable Statements of Work that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor 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 five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this 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 after termination or expiration hereof.

F. Choice of Law

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

immunity.

G. Limitation of Authority

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

H. Proof of Financial Stability

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

4. Intellectual Property Matters

A. Definitions

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

2) *"Intellectual Property Rights"* means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right,

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

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

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

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

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to

5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

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

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information

of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

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

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

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

I. Third-Party Underlying and Derivative Works.

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

Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

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

K. License to Customer.

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

L. Vendor Development Rights.

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

5. Terms and Conditions Applicable to State Agency Purchases Only:

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when

such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

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

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

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

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

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

6. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

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

B. Internet Access to Contract

1) Vendor Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will

establish and maintain a webpage specific to the services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the services awarded and services description;

b) contact information (name, telephone number and email address) for Vendor;

c) instructions for obtaining quotes and placing Purchase Orders;

d) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

e) a link to the DIR "Cooperative Contracts" webpage; and

f) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information

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

3) Webpage Compliance Checks

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

4) Webpage Changes

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

5) Use of Access Data Prohibited

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

passwords.

6) Responsibility for Content

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

C. Services Warranty and Return Policies

Vendor will adhere to the Vendor's then-currently published policies concerning services 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 services.

D. DIR Logo

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

E. Vendor Logo

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

F. Trade Show Participation

At DIR's discretion, Vendor may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's booth.

G. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable

to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

H. Performance Review Meetings

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

I. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of service sold under the Contract. The report shall contain: service description, list price, price to Customer under the Contract.

7. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A-E

A. Tax Exempt

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

B. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

C. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor. Accurate Purchase Orders shall be effective and binding upon Vendor when accepted by Vendor. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

D. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor directly to the 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 the Vendor. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

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

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

E. Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Vendor. 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 Vendor will agree to acceptable terms.

8. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A, C1, D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited

to: i) advising DIR and Vendor of Vendor's performance under the terms and conditions of the Contract, and ii) periodic verification of pricing and, iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

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

B. Reporting and Administrative Fees

1) Reporting Responsibility

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

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

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

3) Historically Underutilized Businesses Subcontract Reports

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

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

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

4) DIR Administrative Fee

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

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

5) Accurate and Timely Submission of Reports

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

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

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

C. Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH 1.

1) Acceptance of funds under the Contract by Vendor acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor 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.

2) Vendor 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. 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.

3) Vendor and/or Order Fulfillers 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. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

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

D. Contract Administration Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii)

name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

9. Vendor Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-H, L-M, O-S, V-W.

A. Indemnification

1) INDEPENDENT CONTRACTOR

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

2) Acts or Omissions

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

3) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS

IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

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

4) 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 THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR 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 THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

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

OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

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

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor certifies on behalf of Vendor and its designated Subcontractors that they:

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

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

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

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

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

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined

adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

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

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

(ix) Vendor represents and warrants that, for its performance of this contract, it 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 Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

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

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

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

(xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

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

(xvi) represent and warrant that the Customer's payment and their receipt of

appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

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

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Subcontractors 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 Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

performance of its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under the Certification Statement of Exhibit A to the RFO and/or Section 9.C. (x), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

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

I. Security of Premises, Equipment, Data and Personnel

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

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer. Should any employee or subcontractor of the Vendor 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 Statement of Work or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

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

L. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

M. Prohibited Conduct

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. 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 Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include $1,000,000 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured; and
d) Waiver of Subrogation.

2) Workers' Compensation Insurance

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

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; and
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security[1]s E-Verify system to determine the eligibility of:

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

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

Q. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor 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 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 Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

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

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

U. Drug Free Workplace Policy

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

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

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

W. Vendor Reporting Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

10. Contract Enforcement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B1-2, 5-7.

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

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

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

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

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

b) Termination for Non-Appropriation by DIR

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

2) Absolute Right

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 11.A, Notices, of intent to terminate.

3) Termination for Convenience

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

4) Termination for Cause

a) Contract

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

b) Purchase Order

Customer or Vendor 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 in accordance with Section 3.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other

remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor 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.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor 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 vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

C. Force Majeure

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

11. Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Notices

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

B. Handling of Written Complaints

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

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

12. Captions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Bid Package 5

Department of Information Resources

Deliverables-Based Information Technology Services (DBITS)

Request for Offer DIR-TSO-TMP-253

Vendor References

VENDOR REFERENCES
Deliverables-Based Information Technology Services (DBITS)
Request for Offer DIR-TSO-TMP-253

REFERENCE DEADLINE TO DIR: No later than September 15, 2016 – 2:00 pm CT

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill out and return directly to DIR at the following email address: dbitsreferences2016@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

Vendor Name_____
Type of 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 dbitsreferences2016@dir.texas.gov

Rating: (0) Unsatisfactory; (1) Marginally Satisfactory; (2) Satisfactory; (3) Excellent; 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 Deliverables-Based Information Technology Services

1. Have you purchased any Deliverables-Based IT 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 *Deliverables-Based IT Services*?
Yes_____ No _____

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

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

Vendor Reference Evaluation
Scoring

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

Attachment 3
Cancelled Contracts References

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:		
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:		
REASON FOR CANCELLATION:		

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

Attachment 4
RESPONDENT RELEASE OF LIABILITY
(TO REFERENCE)

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR EACH IDENTIFIED CANCELLED CONTRACT REFERENCE AND SUBMITTED WITH THE RESPONDENT'S REQUIREMENTS SUBMISSION

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____.

_____
(Key Staff Signature or "N/A" if Respondent-level release)

_____
(Key Staff Printed Name)

Department of Information Resources

Request for Offer
DIR-TSO-TMP-253

Deliverables-Based Information Technology Services

Bid Package 6

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

For Companies/Vendors

1. What is PDAA?

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

· Integrating accessibility policies and practices into their business and culture enables organizations to drive themselves towards the creation of accessible offerings over the long term.

· Enabling products for accessibility requires integrating accessibility criteria into all phases of a product life cycle, and other business processes where accessibility plays a role.

· Many state and federal agencies are required by law to procure or develop accessible offerings based on technical standards. Gaps in Vendor internal governance systems and leadership commitment inhibit their ability to meet these standards.

· Agency procurement organizations need assurances that Vendors have the ability to produce accessible offerings and continue to improve them over time.

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

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

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

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

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

4. How will this information be used?

The initial completed form will establish a baseline for where a vendor stands with regard to its ICT accessibility policy. The baseline illustrates the depth and maturity of the Vendor's support for accessibility policy and practices as illustrated via the PDAA Maturity Model (Link on next line. If prompted for a password, select "cancel")
PDAA Maturity Model (http://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.

Dept. of Information Resources

Vendor ICT Accessibility Policy Assessment

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

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

Organization information

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

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

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

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

Responses

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

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

1a. Having an ICT accessibility policy.

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

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

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

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

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

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

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

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

2a. Developing an organization wide governance system.

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

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

2 My organization has identified key individuals in the implementation process.

3 My organization has assigned implementation duties and responsibilities to appropriate individuals.

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

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

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

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

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

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

3a. Identifying candidate processes for criteria integration.

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

3b. Implementing process changes.

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

3c. Integrate fully into all key processes.

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

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

4. Provide processes for addressing inaccessible ICT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5a. Defining skills/job descriptions.

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

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

2 We have performed a gap analysis correlating accessibility skills and knowledge and current resources.
3 We have organized the gaps in order of priority.

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

1 We have a high level management plan in place to acquire accessibility skills and/or allocate those resources.
1 We have developed a training plan for in-house resources and identified external resources for training and/or augmentation.
2 We have developed a process to track resource training and augmentation.
3 All resources have the appropriate skills and continuous monitoring and improvement systems are in place.

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

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

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

6a. ICT Accessibility policy and VPAT documentation availability

1 Our ICT accessibility policy is publicly available.
1 Our accessibility policy and documentation (VPATs, etc.) for 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 products / services.

6c. ICT Accessibility policy and documentation availability

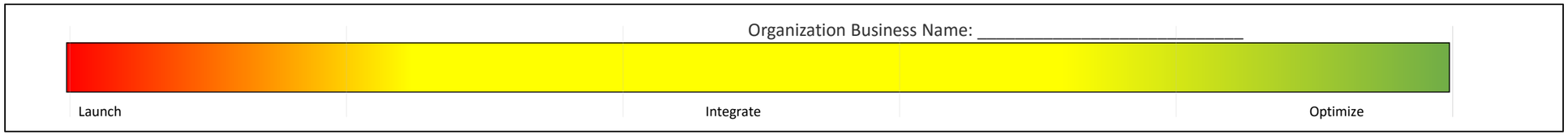
2 We are implementing an accessibility support program within our organization to address questions related to our accessibility documentation.

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

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

Results

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



Dept. of Information Resources

Vendor ICT Accessibility Policy Assessment

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

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

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

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

Responses	
	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.
	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.

Example

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

1

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

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.
Vendor/Reseller: Address processes that pertain to your product offerings.

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

1

3a. Identifying candidate processes for criteria integration.

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

1

3b. Implementing process changes.

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

3c. Integrate fully into all key processes.

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

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

4. Provide processes for addressing inaccessible ICT.

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

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

2

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

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

2

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

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

2

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

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

Example

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

5a. Defining skills/job descriptions.

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

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

2 We have performed a gap analysis correlating accessibility skills and knowledge and current resources.
3 We have organized the gaps in order of priority.

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

1 We have a high level management plan in place to acquire accessibility skills and/or allocate those resources.
1 We have developed a training plan for in-house resources and identified external resources for training and/or augmentation.
2 We have developed a process to track resource training and augmentation.
3 All resources have the appropriate skills and continuous monitoring and improvement systems are in place.

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

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

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

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

1 Our ICT accessibility policy is publicly available.
1 Our accessibility policy and documentation (VPATs, etc.) for 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.

Example

6c. ICT Accessibility policy and documentation availability

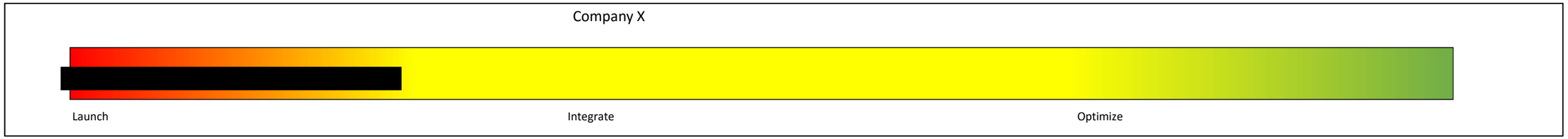
2 We are implementing an accessibility support program within our organization to address questions related to our accessibility documentation.

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

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



Example

Bid Package 7

Department of Information Resources

Deliverables-Based
Information Technology Services (DBITS)
DIR-TSO-TMP-253

Frequently Asked Questions

This document contains frequently asked questions to the Deliverable-Based IT Services asked in previous DBITS RFOs. Vendors should review the answers to the questions and if the Vendor's question is not addressed below, then the Vendor may submit questions to DIR by the date specified in Section 3.3.1 of Bid Package 1.

I. General Questions

1. Do you have to already be an approved vendor on the current DIR List to be a part of this?

   Answer: There is no "current DIR List". This RFO is to contract with Vendors to become qualified to respond to SOWs from DIR Customers. If awarded a contract under this RFO, you will be a qualified DIR Vendor to compete for Customer SOWs. You do not need to have a DIR contract prior to responding to this RFO.

2. What is the process and rules for how this contract vehicle will be used versus normal RFO's being issued?

   Answer: The RFO for Deliverables-Based Information Technology Services will establish the contracts to be used by DIR Customers. Once the contracts are in place, DIR Customers will create Statements of Work and select Vendors that best meet their needs to perform the work.

3. Does the small business applying for the RFO need to be incorporated in the state of Texas? Does it have to register with any contracting organization for the State of Texas prior to submitting?

   Answer: No, the Vendors responding to this RFO do not need to be incorporated in the State of Texas. However, Vendors must be authorized to do business in the State of Texas. Visit the Texas Secretary of State website for more information. There is no requirement to register with a contracting organization for the State of Texas prior to submitting a response to the RFO. However, prior to award of a contract, Vendors must have obtained a Vendor identification number from the Texas Comptroller of Public Accounts (CPA) and Vendors are encouraged to register on the Centralized Master Bidders List (CMBL) with the CPA.

4. Will there be a minimum or maximum amount of vendors selected for each of the categories?

   For administrative efficiency for DIR and its Customers, DIR reasonably anticipates that it will award no more than the number of contracts per category noted in Section 1.1.

5. Will all state agencies be required to choose from this pre-qualified list?

   Answer: Yes, state agencies are required to purchase from DIR Contracts if the products and services they are purchasing are available through a DIR Contract for purchases less than $1 million. State agencies wishing to purchase through another method are required to request an exemption from DIR.

6. Under Section 3.11 of the RFO, all responses become the property of DIR and DIR can use any and all information or materials presented in response to this RFO. As part of Bid Package 2, the RFO requests that bidder's response may include applicable project deliverables that specifically address the experience requested in Section B of Bid Package 2. Additional descriptive materials should be clear, concise, and specific to the Technology Category experience. Often, such deliverables are not owned by the Vendor, but are instead owned by the Customer. Under such circumstances, even though the Vendor has examples of deliverables that can demonstrate competence to DIR, the Customer who owns such Deliverables will not be willing to permit the bidder to include such examples in its bid out of fear that the Customer will lose ownership rights in the very deliverable that such Customer paid for.

   Answer: The Vendor needs to get a release from the Customer to use the deliverable in its response. All materials are subject to the Texas Public Information Act and determinations about whether something must be released rests with the Office of the Attorney General. Vendors may also provide information for Bid Package 2, Vendor Experience, with customer specific information redacted. Vendors should not submit any confidential customer information.

7. Could you clarify what is required for the Attachment 1 of Bid Package 1, Sample of Statement of Work in Bid Package 1? Our interpretation is that this is for informational purposes only as it is not listed as a required document for in the response format. Please confirm.

   Answer: Attachment 1, Sample Statement of Work is for reference purposes and is not a document required for the response. The Sample Statement of Work will be incorporated into all contracts resulting from this RFO.

8. Must the company be a U.S. company?

   Answer: No.

9. Section- 2.2.4 ERP Bid Package 1 - Are you open for the services from offshore/ offsite locations for ERP?

   Answer: Each DIR Customer will make a determination about their willingness to acquire services from offshore/offsite locations.

10. Customers often are looking for a mechanism to purchase software and services without going to bid. Is the purpose of this RFP process intended to provide this?

Answer: This RFO is for services only. No hardware or software products may be sold through a contract resulting from this RFO. Any hardware or software products needed to deliver final services must be procured through another contract vehicle.

11. Who are the customers of DIR other than the State Agencies of TX?

    Answer: Section 1.2.1 of the RFO contains the definition for a DIR Customer.

12. Do your customers include K-12 public education districts?

    Answer: Yes.

13. Is DIR planning to include a vendor release of liability pre-notification for the required references?

    Answer: No.

14. What is meant by the statement "This RFO is **not** a solicitation for professional or consulting services as defined in Chapter 2254, Texas Government Code" means?

    Answer: Chapter 2254 defines Professional Services and Consulting Services. These services have specific procurement requirements and are outside the scope of this RFO. Chapter 2254, Texas Government Code may be read at: http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2254.htm

15. Are vendors allowed to utilize 1099 contractors?

    Answer: Yes, awarded Vendors may use subcontractors in the performance of the contract provided the subcontractor is included in the approved HUB Subcontracting Plan.

16. Please confirm that there is no pricing needed at this time, and that pricing will only be required when a SOW has been issued and the vendor responds to that SOW.

    Answer: Confirmed. Pricing is not included in this RFO.

17. There are existing DIR commodity contracts that also include services based on an hourly rate. The services are typically not deliverables based, but in effect they may be if a customer desires implementation or training services. Will customers still be able to buy services from these companies off of the DIR commodities contract after the Deliverables Based Contract is in place?

    Answer: Yes.

18. When responses are submitted via FedEx, does the DIR anticipate or usually experience any latency in delivery to the Purchasing Office mentioned in Bid Package. 1, Section 3.6.1 and 3.7.1?

    Answer: The Vendor is responsible for the timely delivery of its response regardless of the delivery method

19. What is the best way to communicate with DIR for this RFO?

    Answer: The RFO states in Section 3.1 that the point of contact for the RFO is:

    Carrie Cooper
    Department of Information Resources
    300 W. 15th Street, Suite 1300
    Austin, Texas 78701
    Phone: 512-936-2353
    Fax: 512-936-6896
    Internet: carrie.cooper@dir.texas.gov

20. Can you please elaborate on Section 20 in Exhibit A regarding who can sign the contract?

    Answer: This is the contact information for the individual who can contractually bind the Vendor. This is the individual who is authorized to sign the contract and any other legally binding documents.

21. Are the departments open to buy any technology offering or only the listed ones?

    Answer: At this time, only the listed Technology Categories in the RFO will be available.

22. What is the Comptroller of Public Accounts Vendor ID number?

    Answer: This is a number issued by the Comptroller's office. Information regarding Texas Purchasing and doing business with the state may be found at: http://www.window.state.tx.us/procurement/

23. Is there a projected value of this contract broken out by technology category?

    Answer: DIR has not projected a value of this contract broken out by Technology Category.

24. It is highly likely travel will be involved to meet needs of customers in other than the corporate location of the vendor. How are travel costs to be allocated?

    Answer: See Bid Package 4, Appendix A Standard Terms and Conditions for Deliverables-Based Information Technology Services, Section 7, Item E, Travel Expense Reimbursement.

25. Do we submit an executed Bid Package 3, Contract for Deliverables-Based Information Technology Services with the bid response? It is not listed in the Mandatory Response Contents of the Checklist.

    Answer: No. Bid Package 3 contains the sample contract. If a contract is awarded to you, then the contract will be completed and signed by both parties.

26. Bid Package 4, Standard Terms and Conditions, Section 5.B.3 states "Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts." Since the IT Services being supplied under this RFO would meet the definition of a "commodity item" under 5.B.2, does the phrase "existing DIR contracts" include the eventual contract that is mutually agreed upon and executed as a result of this RFO between a Vendor and DIR?

    Answer: Yes.

27. RFO, Administrative Fee - To defray the costs of negotiating, executing, and administering the DIR Contracts, an administrative fee is paid by the Vendors to DIR. DIR's administrative fee for contracts awarded under this RFO shall be 0.75%. How will the administrative fee be assessed and paid? Will there be a monthly payment similar to the ITSAC Monthly Reporting based upon payments received by the vendor during a particular month?

    Answer: The reporting, assessment and payment of the administrative fee is described in Bid Package 4, Appendix A, Standard Terms and Conditions, Section 8B.

28. Can Vendors partner with other vendors and submit a proposal?

    Answer: No, DIR will enter into a contract with only one prime vendor. Responses must be submitted by only one prime vendor. The prime will be responsible for fulfillment of the contract but may use subcontractors in the performance of the contract.

29. Are awards made on an all-or-none basis or by technology category (i.e., does technology category response #1 affect technology category response #2)?

    Answer: No, the Technology Categories will be awarded separately.

30. If a prospective vendor submits for multiple technology areas, will the grading criteria be evaluated independently for each technology area?

    Answer: Yes.

31. May a Vendor provide an unsolicited proposal for service we think would be helpful?

    Answer: No, not at this time.

32. Can you bid just 1 or 2 categories & how will that be scored?

Answer: Vendors may submit responses for one, two or any number, up to all Technology Categories. The Technology Categories will be scored independently.

33. Will all contracts for a given Category be awarded at once so no vendor in the Category has an advantage?

    Answer: No. Factors for prioritizing contracts negotiations may include the number of exceptions taken to DIR's Terms and Conditions, expiration date of vendor's current contracts or other factors as determined by DIR. The criteria for the timing of awards will be objective and based on the best interests of the state.

34. If responding to all nine Technology Categories, can you still be awarded only selected categories?

    Answer: Yes, if a Vendor responds to all nine Technology Categories, that Vendor may be awarded up to nine Categories.

35. When will the decision be made (on who the Qualified Vendors will be)?

    Answer: When the contracts are awarded. The number of contracts to be awarded will impact the conclusion of the awards. As contracts are awarded, they will be posted to the DIR website. The final list of awarded vendors will be posted to the ESBD after the final award is made.

36. Can you tell me what software packages are currently being used / will be used for this contract?

    Answer: No, because this information will be in the individual Customers' Statements of Work, as applicable.

37. Does DIR have a report on the number of DBITS SOWs that were out and under which category they are?

    Answer: Please see Attachment 2 of Bid Package 1 for this information. DIR only has this information beginning in Fiscal Year 2016. DIR figures do not include SOWs that were less than $50,000 and did not require DIR review.

38. Is only one printed (binder) copy of the response required?

    Answer: Yes, one original response is required, refer to Bid Package 1 – Section 3.7.2.

39. Is it correct that higher education entities (community colleges, for example) are not required to use contracts developed by DIR for deliverables-based IT purchases, as they are exempt from this requirement? In other words, higher education institutions are NOT required to choose from this pre-qualified list. Correct?

    Answer: That is correct.

40. Section 3.7.2, item 2 requires 4 thumb drives containing copies of the complete response. Can we use CD-ROMs instead of thumb drives? We are used to sending RFO response copies on CD-ROMs and hence we find that more convenient that using the thumb drives.

    Answer: Thumb drives are required as stated in Section 3.7.2.

41. If CD-ROMs/DVD-ROMs are not acceptable in lieu of the thumb drives, would the thumb drives be returned to us in case we are not awarded this RFO. This will ensure that the money we spent on thumb drives is not wasted.

    Answer: Thumb drives will not be returned.

42. Bid Package 1, Exhibit B, Marketing and Contract Support Plan: What kind of contact information is made available to support sales and marketing efforts?

    Answer: DIR does not maintain an updated list of current customer contact information. Eligible Customers are listed in Bid Package 4, Section 2. Definitions.

43. Bid Package 1, Exhibit B, Marketing and Contract Support Plan: Are onsite sales efforts permitted?

    Answer: It is at the Customer's discretion whether they allow onsite sales.

44. Bid Package 1, Section 3.7.3, page 14: Are the vendors required to use the forms exactly as provided or should vendors input the forms into their own proposal format?

    Answer: Vendors are required to use the forms provided in this RFO.

45. For all electronic files submitted on a flash drive, is it acceptable to place restricted permissions on the file such that it is marked as final and is a "read only" file?

    Answer: No.

46. For all electronic files, is it required to digitally sign the files?

    Answer: For the paper copy an original inked signature is required, however the electronic files do not require a signature.

47. Item 18 of Exhibit A states: "Vendors must provide a Dun and Bradstreet D-U-N-S number. The D-U-N-S number MUST be included in the Vendor's response. Failure to include the D-U-N-S number listed for the company shall cause automatic rejection of the response."

    Is the Vendor's D-U-N-S number all the information that DIR requires for proof of Vendor's financial stability? Is no additional information required?

    Answer: No additional information is required please refer to Bid Package 1, Exhibit A, Section 13 - Financial Stability for all requirements.

48. Reference to Bid Package 1, Section 4 of the RFO: Evaluations, Negotiations, and Award.

    Section 4.1 states:

    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.

    Is the above referenced financial review to review the vendor's financial solvency or is it a review of the vendor's pricing structure? If the above paragraph does reference a review of the vendor's proposed pricing structure, please describe the requirements and format for providing a proposed pricing structure within the vendor's response.

    Answer: The financial review is to assess the financial stability of the Vendor. Pricing is not included in this RFO.

49. Regarding financial analysis, is there a pre-determined formula for pass/fail that can be shared?

    Answer: No, DIR Financial staff will use a consistent process to determine financial stability.

50. Financial stability is financial stability based on total revenue of company? For state projects or any? Sounds like more revenue more control?

    Answer: Financial stability takes into account many factors, revenue being one component. Revenue has nothing to do with control. The purpose of the financial review is to determine the Vendor's overall financial stability and its ability to perform under the contract.

51. Who will conduct financial stability analysis?

    Answer: A DIR financial analysis team.

52. Is size of company part of the evaluation criteria? (e.g. Can a small company be awarded a contract)

    Answer: Size is not a criterion.

53. Will negotiation and award schedule for each vendor factor in the dates of expiration of existing DBITS contracts?

Answer: DIR will take a number of factors into consideration when setting the negotiation schedule, including when current DBITS contracts expire.

54. If a Vendor would like to utilize the services of a 1099 contractor, is it mandatory that the 1099 contractor be provided only by a Texas HUB certified contractor in all cases?

    Answer: No.

55. We plan on sending our proposal via FedEx. If it arrives and is signed for by a DIR employee prior to the proposal deadline, will it count as it being received, even if the package does not reach you by the designated deadline?

    Answer: No. As per Bid Package 1, Section 3.6.1, all responses will be date and time stamped when received by the Purchasing Office on the 13th floor.

56. Section 6.G of the Terms and Conditions in Appendix A anticipates periodic performance review meetings. Can DIR provide more detail on these performance review meetings? For example, how often will meetings be held, how will the meetings be structured, in what manner will the services be evaluated, what factors will play a role in the evaluation, etc?

    Answer: All awarded vendors are provided this information during orientation.

57. Is there a page limit for the overall proposal other than to Section A of Bid Package 2 - 10 page limit?

    Answer: There is not a page limit for the overall response; however, Vendors should be clear and succinct in their responses.

58. If one reference/manager oversees multiple projects can they be reference for multiple categories?

    Answer: Yes.

59. Will previously awarded vendors be considered "preferred" and receive additional points for conducting business under this contract? What about those previously awarded but who have not bid or been awarded any DBITS contracts?

    Answer: No vendor will be given preferential treatment.

60. RFO Page 6 - Deliverables-based information technology services are often conducted by professional engineering and consulting firms. The following statement appears to preclude professional and consulting firms from this contract: "*This RFO is **not** a solicitation for professional or consulting services as defined in Chapter 2254, Texas Government Code*."

    In addition, the FAQ includes this question and answer: What is meant by the statement "This RFO is not a solicitation for professional or consulting services as defined in Chapter 2254, Texas Government Code" means?

Answer: Chapter 2254 defines Professional Services and Consulting Services. These services have specific procurement requirements and are outside the scope of this RFO. Chapter 2254, Texas Government Code may be read at: http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2254.htm

Will agencies use the qualified DBITS contract to award professional and/or consulting services contracts? If not, please clarify what types of firms, except professional and/or consulting services firms, will be considered for DBITS contract award.

Answer: No. The DBITS services do not provide professional or consulting services as defined in Chapter 2254.

II. HUB Subcontracting

61. Bid Package 1, Section 3.7.3, Question 3, page 17: Are the vendors required to use subcontractors, and how will vendors who elect to perform all services on their own be evaluated?

    Answer: Vendors are not required to subcontract; however, they are required to submit a HUB Subcontracting Plan detailing whether they will use subcontractors or not. Whether or not a vendor subcontracts is not part of the evaluation criteria.

62. Do we have to state or name the subcontractor at this time? What part or time of the bidding or the RFO process do we identify our subcontractors?

    Answer: Yes, responding Vendors must identify those subcontractors they intend to use in the RFO response. If you select a Non-HUB subcontractor, you must provide a justification statement for your selection. However, if awarded a contract, Vendor may add and delete subcontractors by updating their HUB Subcontracting Plan.

63. Regarding the requirement to invite 3 HUBS as subcontractors if subcontracting, is this requirement 3 per services category, service offering within a category, or for the entire proposal?

    Answer: The scope and structure of subcontracting is within the discretion of the prime vendor.

64. Can vendors subcontract and prime on the same technology categories?

    Answer: Yes.

65. Do HUB's need to submit a HUB Subcontracting Plan?

    Answer: All responding Prime Vendors, whether a HUB or not, are required to complete a HUB Subcontracting Plan or the corresponding response will be rejected.

66. Can you respond as a Prime to the RFO if you are a HUB for another company's response?

    Answer: Yes.

67. Can a HUB contract with several prime contractors?

    Answer: Yes.

68. Can a HUB contract with multiple prime contractors on one category?

    Answer: Yes.

69. Can a HUB respond to a category and also be a sub to a prime on the same category?

    Answer: Yes.

70. Can a single vendor be on multiple bids as a HUB subcontractor and also bid the category as a prime?

    Answer: Yes.

71. Do the HUB or NON-HUB subcontractors have to meet the financial requirements of the bid?

    Answer: No, the prime vendor's financial stability will be evaluated in accordance with Section 4.1 of the RFO.

72. If you are in a mentor protégé program, are you required to still contract/notify at least 3 State of TX HUBs? In addition is it still necessary to complete and submit the HUB Subcontracting Plan?

    Answer: 1st question: No. The mentor protégé program participation fulfills the HUB Plan requirements that would otherwise apply. 2nd question: Yes, all Vendors must complete and submit the HUB Subcontracting Plan Forms. Failure to complete the HUB Subcontracting Plan Forms as instructed shall result in elimination of the response from consideration.

73. HUB Subcontracting Plan, Attachment A, the RFO is no cost. Dollar amounts for subcontracting will be determined upon issuance of future SOWs, at which time the expected contract amount associated with each SOW will be determined. Attachment A of the HUB Subcontracting Plan (HSP) Form includes a blank for the bidder to indicate an "approximate dollar amount" for each selected subcontractor. Since the contract value is unknown at this time, are bidders expected to identify only an "Expected % of Contract" that will be specified for each selected subcontractor and enter "N/A" under "approximate dollar amount"?

    Answer: The vendor MUST identify the "Approximate Dollar Amount" the subcontractor will receive and identify the "Expected Percentage of Contract". If this information is incomplete, the HSP will Fail and be considered incomplete.

Vendor should use their best estimate based on market analysis, previous sales, and information provided in this RFO.

74. Can a vendor use past performance references from both the prime and our proposed Texas HUB subcontractors to meet the requirement for the 3 past references?

    Answer: No, Vendors may use projects that included subcontractor to meet experience requirements, as long as the Vendor submitting the response was the prime. The references and qualifications provided must be references for the prime Vendor submitting the response.

75. Where can I get a list of approved HUBs?

    Answer: The Comptroller of Public Accounts is the agency responsible for the HUB program. The list of Texas Certified HUBs is available on their website (by commodity code) at: http://www.comptroller.texas.gov/procurement/prog/hub/

76. Does the State of Texas have preference for a HUB company(ies) for the work covered by the solicitation?

    Answer: No.

77. Of the partner companies that we work with, some are HUBs but not HUBs in the State of Texas. Can we include them in our HUB plan for this RFO?

    Answer: As long as the Vendor makes the opportunity available to at least three Texas HUBs, the Vendor may choose any subcontractor. Vendors are required to list all subcontractors in section 8 of the HSP that they intend to use (HUBs and Non-HUBs). Vendors must provide a justification statement for the selection of Non-HUB subcontractors. DIR encourages HUBs to register in Texas. For additional information on becoming a Texas Certified HUB, visit the Comptroller of Public Accounts website at: http://www.comptroller.texas.gov/procurement/prog/hub/hub-certification/

78. Is it correct that the original hardcopy HUB subcontracting Plan is required within the printed (binder) and one additional hardcopy is required to be sealed in an envelope?

    Answer: Yes that is correct.

79. The RFO specifies that the HUB Subcontracting Plan (HSP) be submitted in a sealed envelope, separate from the complete hardcopy original response ("One (1) signed original (clearly marked) of the complete response with the HUB Subcontracting Plan in a separate envelope;"). Does this mean that the HSP should be omitted from any of the electronic submission on flash drive?

    Answer: No. Include HSP in all the electronic submissions.

80. Bid Package 1, Exhibit C, HUB Subcontracting Plan, Signature line. Are you requesting the company's authorized signer to input the month and year only to indicate his/her approval? Or are you looking for a handwritten (or an "image" of the handwritten) signature, along with the month and year, or do you want a digital signature? Please clarify what you need for the signature page and what should be inserted here for the electronic versions of the document that are to be supplied on a flash drive.

    Answer: Vendor is required to sign and date the hard copies of the HUB form. The signature does not need to be inserted for the electronic versions.

81. Bid package states, "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." This appears to be talking at the overall company level. Question is – are there any special rules if changing to a different individual as long as utilizing a company on the HUB subcontracting plan?

    Answer: If Vendor is using the same subcontractor and merely changing the staff that is used from that subcontract, then no change to the HSP is required.

III. Attachment I to Bid Package 1 – Sample Statement of Work (SOW)

82. When will agencies be able to send SOWs to Qualified Vendors?

    Answer: Once the contracts are awarded.

83. Can we use subcontractors to deliver part of the work in SOWs won?

    Answer: Yes.

84. What will be the billing criteria? Will it be fixed bid or Time & Material based?

    Answer: Pricing will be based on deliverables and structured during the SOW development process. This is not a Time and Materials contract.

85. Regarding Technical Category: Application Maintenance and Support. Which of the following support activities are in scope?
    - Helpdesk support
    - Functional
    - Technical
    - Interface/Integration
    - Application enhancements
    - Infrastructure
    - Administration
    - Archiving

Answer: The specific support activities will be determined by the DIR Customer issuing the SOW.

86. Regarding Technical Category: Application Maintenance and Support, what is the Geographical Coverage of the support?

Answer: The specific geographical coverage of the support will be determined by the DIR Customer issuing the SOW.

87. How does DIR plan to handle potential conflicts of interest? An example would be vender A has a sub-contractor/employee developing requirements for agency X. These requirements are for an SOW to be issued through the DBITS vehicle, Vendor A is also a pre-qualified vendor in DBITS. Will the DIR framework for determining potential conflicts of interest be published? In addition, will the vendors have the opportunity to change the HUB Subcontracting Plan if a conflict of interest is identified for a particular SOW?

Answer: The potential conflict of interest as described in this example will be the responsibility of the DIR Customer. Changes to the HUB Subcontracting Plan may be made for the individual SOWs.

88. Attachment 1 Sample Statement of Work. On page 4, Item 12 Pricing – a. On the Sample Pricing Sheet, will the hourly rates be associated with specific deliverables or with the SOW in total?

Answer: The pricing structure for each SOW will be up to the DIR Customer.

89. With regard to the SOW, if an agency's SOW covers multiple Technology Categories, can a Vendor still respond even though the Vendor may not be awarded in all the Technology Categories? For example, if a SOW is released for Business Intelligence and Data Warehouse, but also includes aspects of another technology category, does the Vendor have to be awarded in both Technology Categories in order to respond and/or be included in the SOW procurement process?

Answer: The Vendors will be able to respond to SOWs for the Technology Categories they have been awarded. The Vendors will not be able to be considered for work in Technology Categories for which they were not awarded.

90. Will state agency customer be required to post a Statement of Work on the Electronic State Business Daily (ESBD) for 14 days, or can an agency contact a qualified DBITS vendor and contract directly?

Answer: DIR Customers will be able to contact a DBITS Vendor directly.

91. If and when opportunities (submitted Scope of Work from Texas Agencies) arise, with multiple approved vendors, how is the selection process expected to work? (i.e., would Agencies be allowed to define their own selection criteria to find the best fit for their project?)

Answer: The DIR Customer will define their selection process. If the Customer is a state agency, they will be required to meet the requirements of Senate Bill 20 regarding number of Vendors solicited.

92. Once awarded will best value be accepted for SOW?

Answer: The DIR Customers will determine the award criteria for their SOWs.

93. How will SOWs be released to the vendors? Will a SOW for a particular Technology category be released to all Vendors that qualified under this RFO for that particular Technology Category? Or can the agency only release an SOW to just a select few?

Answer: Each DIR Customer will determine how they want to release SOWs to the awarded DBITS Vendors. The DIR Customer will determine which DBITS Vendors will receive the SOW. Customers may send the SOWs to one or more Vendors in a particular Technology Category.

94. How do you finalize vendors for customer projects? What is the criteria?

Answer: DIR Customers will develop the criteria for each SOW.

95. Please describe how you would expect actual evaluation and award for an Agencies SOW.

Answer: DIR Customers will develop the evaluation criteria for each SOW.

96. How will your customers select a vendor after we submit our responses to their SOW's?

Answer: DIR Customers will determine how they will select a DBITS Vendor.

97. How are terms subsequently handled with the agency in the actual procurement?

Answer: DIR Customers will have the ability to negotiate the terms and conditions of a SOW, as long as the SOW terms and conditions do not conflict with or weaken those the awarded contract.

98. Where there is overlap between categories (e.g., “Support” appears in several categories), will agencies be able to send SOW to the Categories they want (e.g., can support work on ERP be sent to qualified App. Maintenance qualified vendors)?

Answer: DIR Customers may use multiple Technology Categories for a SOW.

99. Sample Statement of Work: Can Vendors be required to report hours worked (by deliverable and/or in total) as part of their weekly status reports; or are the hourly rates given as a "point of reference" in the SOW simply used to justify the proposed deliverable-based price?

Answer: The intent is to provide a “point of reference” for the DIR Customer’s evaluation.

100. Sample Statement of Work: Service Level Agreement: Will SOW Service Level Agreement requirements specify constraints related to required adherence to Data Center Services (DCS) standards or other DCS usage requirements such that these constraints and/or requirements may be taken into consideration when developing proposals and pricing for the SOW?

Answer: Service Level Agreements and any associated constraints will be determined by the DIR Customer and Vendor during the SOW development process.

101. In general, what is the lead time provided by DIR on SOW's for vendor response?

Answer: DIR has no control over the lead time for SOWs. The lead time for SOWs is controlled by the Customer.

102. As stated in RFO, the SOWs that will be issued at a later stage for those qualified vendors through this DBITS contract is for any fixed bid projects less than $1 million for state agencies and $10 million for other eligible customers. Would there be contracts above $10 million?

Answer: No.

103. Is there an expectation that services will be performed onsite at DIR customer locations? Or is the decision regarding onsite versus remote work decided by each DIR customer?

Answer: Performance location is at the discretion of each Customer.

IV. Exhibit A – Vendor Information Form

104. RFO, Item 1 of Exhibit A contains the format for Vendor to note any exception to terms. How does DIR want Vendors to use this form to indicate any additional/supplemental terms not already covered by the RFO that the Vendor deems necessary to propose?

Answer: Use Appendix A, Item 16 and enter the justification for adding or supplementing terms in the exception column. Enter the proposed language in redline format in the column so titled.

105. Can we use references from the private sector or do they have to be public sector?

Answer: Private sector, Federal, commercial and references from other states' projects may be used and will be considered responsive.

106. Vendor Information Form, Exhibit A, on page 2, question 10 – Provide the number of years your company has provided the services requested in this RFO. Are you seeking a simple response in terms of years and months, by category of service? For example, if a vendor is proposing under Technology Category 1 – Application Maintenance and Support and the

vendor has 10 years of experience, should the response simply be 10, or are you seeking detailed information regarding the years of experience.

Answer: In the example stated, a simple response of 10 is appropriate.

107. Must all three (3) past projects shared be within the State of Texas or may some be Federal or other state, local past/current project information?

Answer: Federal, other state, local past/current project information are acceptable. Current project information must be sufficiently completed for the reference to be thoroughly verified.

108. Vendor Information Form on page 2, question 9 – Provide a brief history of your company - Are there any page restrictions to this section, or recommendations?

Answer: No.

109. We are a small HUB company with small revenues (<$400k/yr). Does it put us in disadvantage against large companies?

Answer: No.

110. What is the difference between General Liability and Employers Liability insurance?

Answer: General Liability Insurance is insurance that covers claims arising from an insured's liability due to damage or injury (caused by negligence or acts of omission) during performance of his or her duties or business. General Liability Insurance is coverage for an insured when negligent acts and/or omissions of the employer result in bodily injury and/or property damage to someone on the premises of a business, when someone is injured as the result of using the product manufactured or distributed by a business, or when someone is injured in the general operation of a business. It covers only civil liabilities, not criminal.

Employer's Liability Insurance provides coverage for a company's legal liability for accidental bodily injury to employees arising in the course of their employment with a company. Employer's Liability is concerned with covering employees, so that in the event that they have an accident and are unable to work they would be guaranteed to receive compensation. In the event an employee is physically injured or dies, they or their relatives will be able to sue the business for compensation. Employer's Liability will cover the business for the compensation that will have to be paid out.

V. Exhibit B - Contract Support Plan

111. Appendix B Contract Support Plans – many HUBS may have a difficulty getting points on this because they have such small local administrative and marketing staff. What will be the requirements for getting points here?

Answer: The requirements are in Exhibit B. Points will be based on the quality of the plan in the response.

112. Why is "Contract Marketing Plan" part of the evaluation criteria?

Answer: Vendors awarded DIR contracts are responsible for marketing their contracts to DIR Customers. Bid Package 4, Appendix A, Section 6 details the Vendor's responsibility for Contract Fulfillment and Promotion. The ability to promote the contract is important and, therefore, the Contract Marketing Plan is part of the evaluation criteria.

113. Can you go into more detail about what promoting the contract entails?

Answer: Exhibit B contains additional information. We want to know the details of how the Vendor intends to promote the contract to DIR Customers should a contract be awarded.

114. Can you go into more detail about what managing the contract entails?

Answer: Exhibit B contains additional information. We want to know the details of how the Vendor intends to support DIR Customers who are using the contract and about the customer relationship team responsible for managing the relationship with the state should a contract be awarded.

115. RFO, Item 5a of Exhibit B states the following:

"Describe the geographical reach of the Vendor, teaming partners and subcontractors (if any), to include, at a minimum, locations of corporate and branch offices as well as locations where work is currently taking place. Explain how these locations and any proposed new locations will be used in the performance of this contract."

Besides the Corporate offices, should the Vendor's response only be limited to Texas locations and Texas customers or does the DIR want the Vendor to list all locations including both in and outside the U.S.? Does the Vendor need to list all customer locations where the Vendor is performing work, or only those in Texas or only a select number of Texas locations?

Answer: Vendor should provide the information necessary to address the information required in Exhibit B, Item 5 regarding the management, support and performance of this contract that states "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." This applies to both Texas and out-of-state locations that will be responsible for managing the Vendor's relationship with the state.

VI. Vendor Experience – Bid Package 2

116. If I vendor is providing a response for multiple categories within the RFO, will points be deducted if each category does not have 3 examples? Or will it result in points not being awarded for each of the examples missing? (For example, if a vendor has 3 examples for 5 categories; but only has 2 examples for an additional 2 categories, will they have points deducted or would they just not receive points for the 2 missing examples?)

    Answer: No points will be given for missing examples. Each category must have three example projects, two of which should be completed within the previous forty-eight (48) months. Vendors may use the same project for multiple Technology Categories; however, the work performed should be clearly identifiable as related to a single Technology Category. (For example, a project may include work involving Application Development, Application Maintenance and Support and Project Management. Do not include a description of work performed for Application Development and Application Maintenance and Support in response to your Project Management Technology Category.)

117. Can more than one project be submitted from the same client for the same service area if the submissions represent two distinct projects?

    Answer: Yes.

118. For the projects that the vendor is using for Bid Package 2, is it acceptable for a vendor to use a project that we were a subcontractor on to show our qualifications?

    Answer: Yes, Vendor may include engagements where they were subcontractors with another Vendor as the prime. However, all Vendor experience will be evaluated considering the scope of the Vendor's project responsibilities.

119. Vendor Experience – Word vs. Excel. Does DIR have a preference for the deliverable format? Generally, the RFO states that Word or Excel is required as opposed to PDF. But we could not determine whether Excel was required for the Vendor Experience. We noted that the requirements were spelled out in spreadsheet form, so wanted to clarify whether the deliverable should keep this form, or whether a Word doc would be acceptable or even preferable.

    Answer: Either Word or Excel is acceptable so long as the response is editable.

120. I have a question regarding Vendor Experience: We have been providing IT services in multiple categories for the past 6 years, however, all our experience has been in the private sector. We have no experience contracting with the government at any level. Will the 3

project experience (per category) that we provide from the private sector be acceptable? Or are we disqualified due to lack of government contracting experience?

Answer: Any experience in private or government is acceptable.

121. Vendor Experience: For the response, is it permissible to provide a list of projects, and list which of the multiple DBITS categories the project relates to?

Answer: No. Vendor must follow format provided in the RFO.

122. Vendor Experience: Can we provide more than three projects in each DBITS technology category for Vendor Experience?

Answer: No. DIR will not evaluate or score projects in excess of three (3).

123. Would imaging implementations be considered as "systems development"? If not, where would it fit?

Answer: An implementation could be considered "Application Development" for the services. This contract is for services only. No hardware or software may be included.

124. Security projects should be included in which category?

Answer: Security projects are not included in the Technology Categories in this RFO.

125. Package or Product installations should be in which category?

Answer: No package or product is included in this RFO. It is for services only. Package or product installation services should be in the category appropriate for the package or product.

126. Would someone with 3 projects be scored higher than someone with 1?

Answer: Yes, in Bid Package 2 it specifically states that a zero will be awarded for each project less than three.

127. Is there any additional value given to submitting more than three projects' information?

Answer: No.

128. How does the scoring (evaluation) process work for the different technology areas? Does each one of the areas get the same weightage adding up to the percentage for the past project experience or it's calculated based on the technology areas that the vendor has addressed in the RFO.

Answer: The Technology Categories will be evaluated separately.

129. Given the descriptions of the categories in the RFO, we believe that projects that are generally about Business Process Reengineering (BPR) will show up under the "Enterprise Resource Planning" category. Is this correct, or would BPR projects (which we take to encompass projects that are intended to analyze and streamline business processes within a State agency) show up under other categories as well?

    Answer: Vendors should respond to the Categories they believe best fit their experience.

130. We are currently a vendor on DIR staff augmentation contract and have consultants for various state agencies. The consultants are team leads, business analyst, etc. Can we use them as the references?

    Answer: No, these individuals are your contractors or employees. The references and qualifications provided must be references for the prime Vendor submitting the response from the Customers receiving the contracted services from the Vendor. References from the agencies using these consultants would be accepted.

131. From the Texas Government Code "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." Does DIR have policies regarding open source or solutions that include open source?

    Answer: DIR's Customers will determine the solution requirements in their SOWs, including any Open Source requirements.

132. In Bid Package 2 Vendor Experience Matrix must we utilize the spreadsheet when responding to this section? If so is the respondent limited to any page number on the vendor experience matrix?

    Answer: The Vendor may use a MS Word document that duplicates the information provided in the spreadsheet in Bid Package 2. Vendors are cautioned to not deviate from the format or the evaluation of the information may be negatively impacted.

133. What is the business driver for outsourcing Application Outsourcing? Is it cost, IT growth, standardization, or the porting of Legacy support responsibilities?

    Answer: The business driver(s) will be determined by the DIR Customer when creating their SOWs. The purpose of this RFO is to establish Master Contracts. Once awarded a contract, Vendors will be able to respond to Customer SOWs.

134. If a proposed solution to an SOW includes a third-party software project (e.g., application server, middleware, SOA toolset) will the software be purchased through the DBITS vehicle or through the Enterprise Software and/or commodity software agreements already established under the DIR Cooperative Contracts?

    Answer: This RFO is for services only. Any third party software would need to be purchased by the Customer through a DIR Cooperative Contract or through a

requested exemption. No hardware or software products may be sold through a contract resulting from this RFO. Any products needed to deliver final services must be procured through another contract vehicle.

135. Bid Package 2, Vendor Experience, Section A: Will DIR allow the submission of questions 1.1 through 1.10 in Work with headers for each question, instead of using the table format to respond?

Answer: No. Vendor is required to use the table format in its response.

136. Bid Package 2, Vendor Experience, Section B: will DIR allow the submission of the spreadsheet in a different template, if the content is unchanged?

Answer: No.

137. Bid Package 2 – Vendor Experience: Within the response template for the Experience Section there is a request within each reference for the following: "Provide Communication Plan (what, who, and when)." Would the DIR provide additional information on what exactly you are requesting with regard to the Communication Plan defined below? Further clarification will help us provide a better response relative to the context of the rest of the items in this section.

1.1. Project Information
- 1.1.1 Client Name
- 1.1.2 Contact Name
- 1.1.3 Contact Phone Number
- 1.1.4 Contact E-mail
- 1.1.5 Project Name and Scope
- 1.1.6 Project Schedule (start date and end date- (mm/yyyy))
- 1.1.7 Project Budget (original and final - for this specific referenced project). Describe any variance, if applicable
- 1.1.8 Total number of vendor FTEs on this project
- 1.1.9 Total number of subcontractor FTEs on this project
- 1.1.10 Describe, in general terms, the goals and objectives of the project and your opinion of your performance
- 1.1.11 Describe your procedures for change management throughout the project.
- 1.1.12 Provide Communication Plan (what, who, and when)

Answer: This is the plan used to communicate during the project.

138. Reference to Bid Package 2, Section B: Detailed Technology Category Experience Spreadsheet, of the RFO: "1.1.2 Contact Name". If the Contact Name for a Vendor Project is currently retired or no longer employed by the state, should the Vendor submit the original contact person's information or the current Agency employee who may be less familiar (or completely unfamiliar) with the Project details?

Answer: It is at the Vendors' discretion who they name as the contact for each project.

139. Bid Package 2, Section A, Number 1.9, states, "Describe the Vendor's methodology for managing warranty issues related to vendor's work performed. Include an example of how the Vendor achieved customer satisfaction using this approach." Please define "warranty issues' in this context.

Answer: Warranty for any service performed by Vendor.

140. Bid Package 2 – In Section A, the table leads us to believe that we must respond to the questions for EACH technology category. Is one response to the questions that represents a holistic view a compliant response? If the technology categories are to have Section A completed separately for each, does the 10 page limit apply to each project or to Section A in its entirety?

Answer: Bid Package 2, Section A is one response (10 page limit) and is not required for each technical category.

141. Bid Package 2 – In Section A, is it permissible for vendors to include examples in addition to our answers? Would the examples count against the page count?

Answer: It is at the Vendors discretion how they respond within the 10 page limit to Section A.

142. Bid Package 2 – We understand that in completing Bid Package 2, Vendor Experience, we are required to list three projects to document our experience within each Technical Category we wish to be evaluated on. Within these project experience profiles, we are asked to provide several elements such as contact information and project details. Is this a separate requirement from Bid Package 6 in which three client references need to complete a client reference survey? If we are required to provide three project examples per category, are we able to repeat projects – for example, if a project qualifies under Application Development as well as Project Management, can that project be listed twice?

Answer: 1st question: Yes it is a separate requirement from Bid Package 6. 2nd question: Vendors may use the same project for multiple Technology Categories; however, the work performed should be clearly identifiable as related to a single Technology Category. (For example, a project may include work involving Application Development, Application Maintenance and Support, and Project Management. Do not include a description of work performed for Application Development and Application Maintenance and Support in response to the Project Management Technology Category.)

143. Can vendors submit experience from one project to cover multiple categories?

Answer: Vendors may use the same project for multiple categories. Vendors are cautioned to fully respond to the elements specifically for the Technology Category for which they are responding. It is not acceptable to simply copy all information into multiple technology categories. See response to question 142.

144. Bid Package 2 – For each project description in the Detailed Technology Category Experience Spreadsheet, item 12 under Project Experience states: "Provide Communication Plan (what, who, and when)." Does the State intend that bidders describe the Communications Plan developed for each project? Please clarify the information that should be provided to meet this requirement.

Answer: Vendors should describe the Communication Plan developed for each project.

145. Bid Package 2, Section B, Vendor Experience:
    a. Do the vendor experience projects listed in the technology categories have to be projects where the vendor was a prime contractor?
    b. Please confirm that a project can be used to demonstrate vendor experience in multiple technology categories.

Answer: a) Yes. b) Yes

146. Bid Package 2, Section A, Page 2 Vendor Experience: The instructions for the RFO maintain that "No response may direct the reader to refer to information elsewhere in the RFO response." For items 3 and 6 of Section A, it is necessary to include sample documents (Business Requirements Documents, System Requirements Specification Documents, and System Design Document)? While DIR states these will not be counted in the 10-page limit for Section A, for ease of reading is it acceptable to refer the reader to the attachments in the package rather that insert the document in its entirety at that section of the response?

Answer: No. Vendor needs include any attachments for items 3 and 6 along with Section A.

147. For a project engagement where a vendor acted as a subcontractor to a prime vendor of a state agency, should the state agency be the reference point or the Prime Vendor? In this example the prime vendor is just supplying the contract vehicle and the subcontractor is supplying the consulting resources.

Answer: If a Vendor chooses to use such a reference, Vendor must provide BOTH the Customer reference and the Prime Vendor reference.

148. For a detailed past project experience, may we utilize a commercial project?

Answer: Yes.

149. With regards to past project experience, may we use a project where a large prime contractor awarded a sub contract work for the government agency?

Answer: Vendors may use projects which included subcontractor to meet experience requirements, as long as the Vendor submitting the response was the prime. The references and qualifications provided must be references for the prime Vendor submitting the response.

150. Will all vendor experience references provided in Bid Package 2 be contacted by the Department of Information Resources, or only those included in the "Vendor Reference" section of the response?

Answer: DIR does not intend to contact the "contact names" in Bid Package 2 unless further clarification is needed. Only Bid Package 5 that requires a total of three (3) references for the RFO respond to DIR.

151. If a vendor has done the exact same project work for 11 Councils of Government under an overall agreement with a state agency would you still like the vendor to provide contact information for all 11 of the Councils of Government?

Answer: The project contact name would be from the overall agreement with the state agency. Each project requires one (1) contact.

VII. Vendor References – Bid Package 5

152. Bid Package 5 of the RFO requests that each vendor provide reference forms by the listed due date. Can you confirm the process as follows:

    a. The vendor completes the top half of the form and submits this electronically to the named reference.
    b. The reference completes the remainder of the form
    c. The reference then returns the form electronically directly to DIR at the email address listed on the form.

    Please confirm if this is the process and also confirm if the vendor can request that the reference carbon copy the vendor on their e-mail response to DIR in order to assure that all references are received by DIR prior to the deadline.

    Answer: The process stated is correct. They vendor may request that the reference copy the vendor on their email response to DIR.

153. Do the references for Bid Package 5 (Vendor References) and for Bid Package 2 (Vendor Experience) need to be from public sector entities or can they be from private sector companies?

Answer: References from Public sector entities and private companies sectors are acceptable.

154. Even if we are attempting more than one category, we still need to provide only 3 references overall. Is this correct?

Answer: Yes. That is correct.

155. The RFO appears to state that three (3) references total were required. However, Bid Package 2 states the following: "Vendors are to provide three (3) projects within each category." Can you please clarify how many references proposers are required to obtain?

Answer: A total of three (3) Vendor References are required for this RFO as stated in Item 16 of Exhibit A, Bid Package 1. For Bid Package 2 – Vendor Experience, each technical category must have three (3) projects with contact names.

156. Regarding the Vendor references, if a project was performed in support of a customer/end-user through a large prime contractor/integrator, then who should the Vendor reference be sent to, since it references "Customer"? Should it be completed by the prime contractor or the actual customer/end-user. In most cases the customer/end-user is a government agency and the prime contractor/integrator is a large commercial company.

Answer: Vendor reference should be sent to the Customer, which in this case is the government agency.

157. Will DIR call the same references multiple times during reference checks?

Answer: DIR will not call references. Refer to Bid Package 1, Exhibit A – item 15 regarding Vendor References.

158. Vendor References: Vendor must send the Vendor Reference Questionnaire to three (3) companies/government agencies." Can more than three (3) Vendor References be submitted to DIR for each Vendor? If so, how will additional references be scored by DIR?

Answer: Yes. However, DIR will only evaluate and score the first three (3) references received.

159. Bid Package 1 – Item 15 of Exhibit A – Vendor Information, of the RFO: "Vendor must send the Vendor Reference Questionnaire to three (3) companies/government agencies." Do all Vendor References being submitted need to be listed in the Vendor's Response under Item 15 of Appendix A (in addition to the actual Vendor Reference Questionnaires being submitted separately?

Answer: No.

160. Bid Package 1, Exhibit A – Vendor Information, item 15 – Do the Vendor References required in Bid Package 5 need to be from a project where the vendor was a prime contractor or will references from projects where the vendor performed as a subcontractor be acceptable?

Answer: Either is acceptable. Vendor may include project where they were subcontractors with another Vendor as the prime. If a Vendor chooses to use such a reference, Vendor must provide BOTH the Customer reference and the Prime Vendor reference.

161. Bid Package 5, will DIR confirm with the vendor and or the client references that you have received the vendor's 3 references?

Answer: No. It is the Vendors' responsibility to ensure the client sent in the references.

162. Bid Package 5, If a reference is applicable to multiple Technology Categories (i.e., App Dev, BI/DW and PM) should all categories be listed on the line provided in Package 5 or should a separate reference response be filled out for each Technical Category?

Answer: Either way is acceptable.

163. Do references have to be government-related references? The document reads as if all they do not have to be government references, however, at the bidders conference I thought heard an answer given to send in government references.

Answer: No. References may be from public and/or private entities.

164. Bid package states, "Vendor must send the Vendor Reference Questionnaire (See Bid Package 5) to three (3) companies/government agencies. These three (3) references must be customers of the projects identified in Bid Package 2 –Vendor Experience." This appears to be more generic on the vendor level and not project level – however, the form asks for Technology Category, Contract Dollar Amount – so more on the contract level. My question is: if a client is utilized in more than one category – should we list all categories which listing them for (and show amounts, etc. for the time period on the aggregate level) or just pick one specific project?

Answer: Either way is acceptable.

{END OF BID PACKAGE 7}

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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, including transportation and delivery), 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 transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

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HUB Subcontracting Plan (HSP)

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

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

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

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

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only 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.*

DIR's HUB Goal for this bidding opportunity is _____26_____%

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, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, 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, services, transportation and delivery. (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 do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

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

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

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

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

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **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, to include transportation and delivery 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 do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	**Percentage of the contract expected to be subcontracted to non-HUBs.**
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery 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, to include transportation and delivery.

SECTION-4: AFFIRMATION

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

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

Reminder:

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

HSP Good Faith Effort - Method A (Attachment A)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "*Yes*" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/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/tpasscmblsearch/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 Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____ Requisition #: _____

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

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and 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/tpasscmblsearch/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 (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more 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 http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

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 (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

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

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Enter your company's name here: _____ Requisition #: _____

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/tpasscmblsearch/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 Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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

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

Rev. 09/15

HUB Subcontracting Opportunity Notification Form

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

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

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

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: _____ State of Texas VID #: _____

Point-of-Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ Phone #: _____

Requisition #: _____ Bid Open Date: _____ (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 _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

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

Vendor Accessibility Development Services Information Request

Request for Offer DIR-TSO-TMP-253

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.)**

NOTE: Only respondents to the Application Development, Application Maintenance and Support, Business Intelligence (BI) and Data Warehouse, Enterprise Resource Planning, and Technology Upgrade/Migration and Transformation categories are required to submit this form.

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:

Department of Information Resources
Deliverables-Based Information Technology Services (DBITS)
Request for Offer DIR-TSO-TMP-253

Addendum 1

This Addendum 1 to Request for Offer DIR-TSO-TMP-253 contains revisions to the RFO. Revision to RFO, Item 2 – Applies only to respondents to the Application Development, Application Maintenance and Support, Business Intelligence (BI) and Data Warehouse, Enterprise Resource Planning, and Technology Upgrade/Migration and Transformation categories.

A list of attendees from the Pre-bid Conference and the presentation is also included.

Revision to RFO

1. Request for Offer due date is being extended. Section 3.3.1 of the RFO is amended as follows:

Date/Time	Activity
August 4, 2016	Publish RFO on Electronic State Business Daily
August 17, 2016 2:00 pm (CT)	Vendor Conference Travis Building Rm. 1-111 and via webinar
August 24, 2016 2:00 pm (CT)	Deadline for submitting questions
September 6, 2016 5:00 pm (CT)	Deadline for posting answers to questions on the ESBD
September 22, 2016 2:00 pm (CT)	Deadline for DIR to receive Vendor reference
September 22, 2016 2:00 pm (CT)	Deadline for submitting Responses to RFO
September 23, 2016 – until completed	Evaluation of responses, negotiation and contract execution

2. Bid Package 1, RFO, Section 2.4 Electronic and Information Resources (EIR) Accessibility is replaced in its entirety to:

   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.

   Per Texas Administrative code 1 TAC 213, vendors must provide credible evidence of the capability or ability to produce accessible electronic and information resources. Such evidence may include, but is not limited to, a vendor's internal accessibility policy

documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results. Respondents to the following categories are required to complete Bid Package 9 "Vendor Accessibility Development Services Information Request" in response to this requirement.

- Application Development
- Application Maintenance and Support
- Business Intelligence (BI) and Data Warehouse
- Enterprise Resource Planning
- Technology Upgrade/Migration and Transformation

All respondents must complete Bid Package 6, the Policy-Drive Adoption for Accessibility (PDAA) questionnaire.

3. Bid Package 1, RFO, Exhibit A, 19. Cancelled Contract References, the first sentence is replaced in its entirety to:

   The Respondent shall provide a completed Attachment 3, Canceled Contract References for any contract that was canceled or prematurely terminated in the past four (4) years *for services similar to those requested in Section 2.2 of this Bid Package 1.*

End of Addendum 1

Department of Information Resources
Deliverables-Based Information Technology Services (DBITS)
Request for Offer DIR-TSO-TMP-253

Addendum 2

This Addendum 2 to Request for Offer DIR-TSO-TMP-253 contains revisions to the RFO, Replacement of Bid Packages 1, 2, 4, 5, and Official Answers to Vendor Questions pursuant to Section 3.3.3.

Revisions to Solicitation DIR-TSO-TMP-253

1. Bid Package 1, RFO, Attachment 1 Statement of Work Sample Template, Item 9. Customer/Vendor-Furnished Equipment and Work Space, is updated to: Specify what equipment and/or work space the Customer will provide or the expectations of what the Vendor will provide. *The vendor must disclose whether the work will be performed onshore or offshore.*
2. Bid Package 2, Vendor Experience, Section A-1, Item 3, applies only to respondents to the following technology categories:
    - Application Maintenance and Support
    - Business Intelligence (BI) and Data Warehouse;
    - Enterprise Resource and Planning (ERP)
    - Technology Upgrade/Migration and Transformation
    - Application Development
3. Bid Package 4, Appendix A Standard Terms and Conditions (DBITS) is replaced in its entirety. References in red text corrected; material content remains unchanged.
4. Bid Package 1, RFO, Attachment 3 Cancelled Contracts References and Attachment 4 Respondent Release of Liability (to Reference) forms have been moved to Bid Package 5 References. If Attachments 3 and 4 are not applicable, please indicate "Not Applicable" on the forms.
5. Bid Package 5, References, Attachment 3, Cancelled Contracts References form, is updated to include *"Reason for Cancellation"* field.
6. Attachment 5 List of Current DBITS Vendors, Vendors by Category for FY16, and Alternate Procurement Methods Exemption List is added as Bid Package 12.
7. Official Answers to Vendor Questions pursuant to Section 3.3.3 is added as Bid Package 13.

End of Addendum 2

Department of Information Resources
Deliverables-Based Information Technology Services (DBITS)
Request for Offer DIR-TSO-TMP-253

Addendum 3

This Addendum 3 to Request for Offer DIR-TSO-TMP-253 contains the following revision to the RFO.

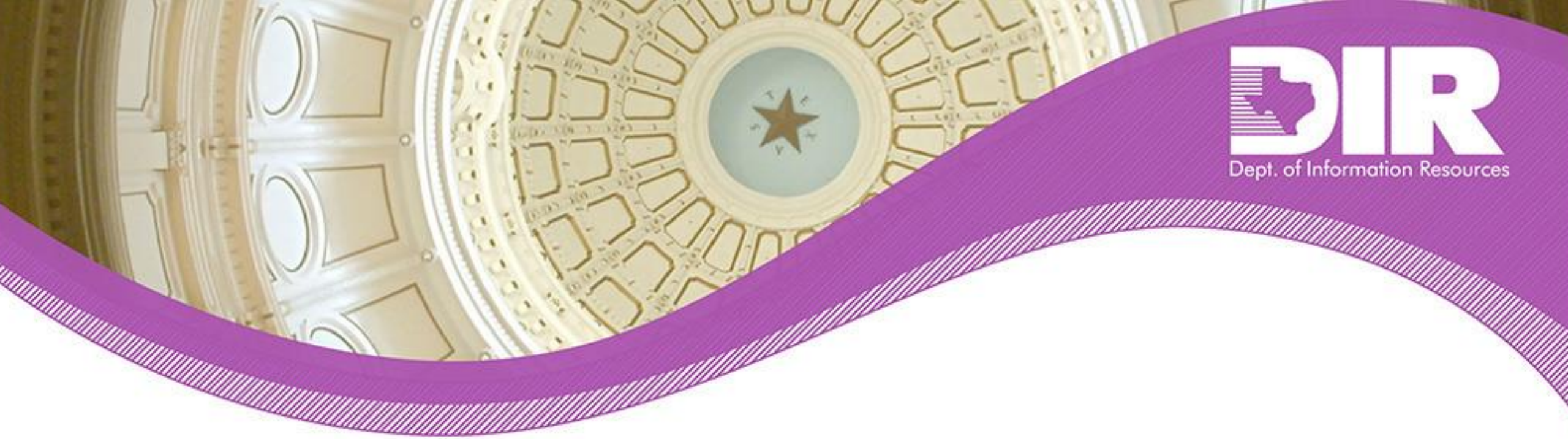
Revision to RFO

1. Bid Package 1, RFO, Section 4.4.2 Weighted Evaluation Criteria is updated to:

   The criteria and weight to be used in determining the best value for the State are as follows:
   - 20% - Contract Marketing and Support Plan (Bid Package 1, Exhibit B)
   - 5% - Acceptance of standard contract terms and conditions (refer to Section 2.5)
   - 15% - Vendor's Customer references (Bid Package 5)
   - 60% - Vendor Project Experience and experience providing the services requested in this RFO (Exhibit A and Bid Package 2)

   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).

End of Addendum 3



Deliverables-Based Information Technology Services (DBITS)
Request for Offer DIR-TSO-TMP-253

Pre-Bid Conference
August 17, 2016

Agenda

- General Information
- RFO Overview
  - RFO purpose/scope
  - RFO Schedule
  - Bid Packages
  - Historically Underutilized Business Information
  - Accessibility Requirements
  - Evaluation Criteria
- Break
- Questions
- HUB Forum

Introductions

Shannon Kelley

Manager
Enterprise Contract Management

Elizabeth Lopez

Contract Manager
Enterprise Contract Management

Lisa Maldonado and Lynn Sanchez

HUB Coordinators
HUB Program

Jeff Kline

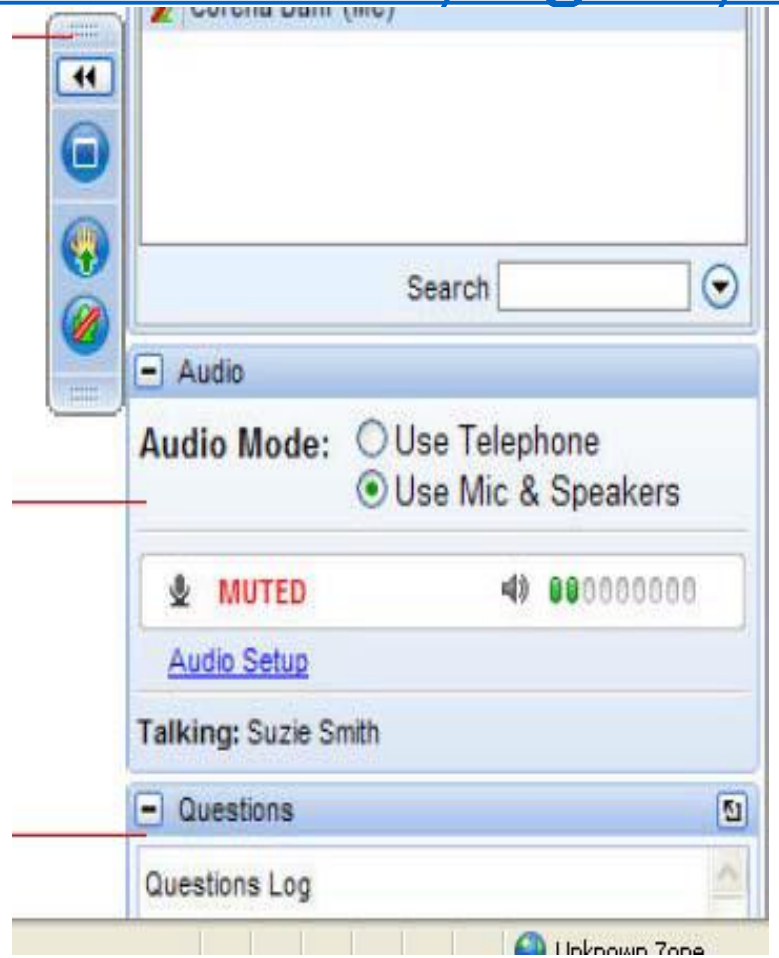
Program Director
Statewide EIR Accessibility

Tequila Jackson

Web Host
Contract Specialist, TSO

General Information

- Webinar
- https://attendee.gotowebinar.com/register/4200316213793547777



General Information

- Attendee sign in
- Silence cell phones
- Write all questions (with RFO page number and Section number) on provided index cards and turn in during the break; will be included with official "Questions and Answers"
- DIR may provide tentative verbal answers at the conference but not official until Addendum
- Official "Questions and Answers" will be posted as an Addendum on the Electronic State Business Daily (ESBD)

General Information

Point of Contact for all inquiries regarding this RFO

- All communications regarding the RFO must be addressed in writing to:

Carrie Cooper
Dept. of Information Resources 300 W. 15th St., Ste. 1300 Austin, TX 78701 Phone:512-936-2353 Fax: 512.936.6989 Email: carrie.cooper@dir.texas.gov

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

Procurement Process

Disqualification of Offers

- Failure to sign Executed Offer Form
- Failure to complete Financial Information
- Failure to sign and complete a new HUB Plan
- Failure to submit on or before due date and time

Contact with DIR Personnel

- Vendors and all vendor representatives shall not attempt to discuss the contents of this RFO with any employees or representatives of DIR. Failure to observe this restriction may result in disqualification of any related Response.

Packaging of Offers

- Care must be taken to provide offers as outlined in Section 3.7 (Response Format and Contents)
- NOTE: DIR is requiring copies to be provided on thumb drives. Each drive must be labeled per requirements.
- Each thumb drive must contain editable versions of the response **(no PDFs, except for HUB Plan PDF Form)**

RFO Overview - Purpose

- The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Deliverables-Based IT Services, acting by and through the Department of Information Resources (DIR).

- DIR intends to award multiple contracts to provide deliverables-based IT services.
  - Hardware or software products are prohibited from being sold through the resulting contract(s)
  - For administrative efficiency for DIR and its Customers, DIR reasonably anticipates that it will award no more than the following number of contracts in each category:

DBITS Category	Estimated Number of Contracts
Technology Migration/Upgrade	40
Application Development	25
Project Management	25
Application Maintenance and Support	30
IT Assessments/Planning	15
Independent Verification and Validation	10
Business Intelligence/Data Warehouse	5
Enterprise Resource Planning (ERP)	10
IT Procurement Assistance (new)	TBD

RFO Overview - Updates

Key Changes from previous DBITS RFO:

- New DBITS Category – IT Procurement Services
- Cloud Assessment Services available under IT Assessments and Planning
- Service Oriented Architecture (SOA) Services available under Application Development

SB 20 Threshold Requirements for State Agencies

- The value of any one SOW may not exceed $1 million for state agencies ($10 million for non-state agency DIR customers, including institutions of higher education) including all extensions, renewals, and change orders.

Contract Value	Number of DIR Vendors
$50,000 or less	Agency may award directly to DBITS Vendor of choice
More than $50,000 but not more than $150,000	Three (or all DBITS Vendors in a category with less than three vendors)
More than $150,000 but less than $1 million	Six (or all DBITS Vendors in a category with less than six vendors)
More than $1,000,000	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

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

RFO Overview - Timeline

Date/Time	Activity
August 4, 2016	Publish RFO on Electronic State Business Daily (ESBD)
August 17, 2016, 2:00 pm CT	Vendor Conference
August 24, 2016, 2:00 pm CT	**Deadline for submitting questions**
August 31, 2016, 5:00 pm CT	Estimated date for answering questions
September 15, 2016, 2:00 pm CT	**Deadline for DIR to receive vendor references**
September 15, 2016, 2:00 pm CT	**Deadline for submitting responses to RFO**
September 16, 2016	Evaluation of responses, negotiation and contract execution
Balance of 2016 – until complete	Award(s)

RFO Overview

Current Contracts

- Vendors who currently have an executed DBITS contract, regardless of expiration date, will need to respond to this RFO for consideration for a new contract award.
- Vendors who currently have a State of Texas branded contract on file will need to respond to this RFO for consideration for a DBITS contract award.
- Current contracts will remain active through their current term.
- If a new contract is successfully negotiated, this contract may replace the vendor's current contract.

Financial Review

- The financial review requires the submission of a DUNs number.
- Failure to provide this information will result in your response being disqualified.
- The financial review is a pass/fail determination that is final.
- Only proposals that pass the financial review will continue to the evaluation phase.

RFO Overview – Bid Packages

Bid Package 1 - RFO DIR-TSO-TMP-253

Bid Package 2 - Vendor Experience

Bid Package 3 - Services Contract

Bid Package 4 - DBITS Standard Terms and Conditions

Bid Package 5 - Vendor References

Bid Package 6 - Vendor PDAA form

Bid Package 7 - Frequently Asked Questions

Bid Package 8 - HUB Subcontracting Plan

RFO Overview

Bid Package 1 – RFO DIR-TSO-TMP-253

- General Information and Scope
- Evaluation Criteria
- Exhibit A, Vendor Information Form – SIGNATURE REQUIRED
- Exhibit B, Contract Marketing and Support Plan
- Attachment 1, Sample SOW
- Attachment 2, DBITS Historical Data
- Attachment 3, Cancelled Contracts References Form (New requirement)
- Attachment 4, Release of Liability Form - to Reference(s) of Cancelled Contract(s) only

RFO Overview

Bid Package 2 - Vendor Experience

- Section A-1 requires only a single response for categories 1-8.
- Section A-2 requires a response for category 9.
- Section B requests 3 projects and 3 project contacts per category.
- Vendors may use the same project for multiple Technology Categories; however, the work performed should be clearly identifiable as related to a single Technology Category.

HUB Subcontracting Plan

Exhibit C – HUB Subcontracting Plan (Bid Package 8)

- 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**
  - 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 Plan and a good faith effort for this procurement

HUB Subcontracting Plan

If you are subcontracting, notification of subcontracting opportunity must be performed.

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

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 2, do not reference sections in the RFO

Please make sure that you provide TWO (2) separate signed copies of the HUB Subcontracting Plan. ONE (1) in the three ring binder and ONE (1) in a separate sealed envelope. Provide an editable electronic copy in your complete response.

Alternative to the Good Faith Effort

- State of Texas Mentor Protégé Program
  - Protégé must be a State of Texas HUB
  - Approval process is no less than two weeks
  - Contact DIR's HUB Office: dir.hub@dir.texas.gov

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.

HUB forum will be conducted after today's pre-bid conference.

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

Email: dir.hub@dir.texas.gov

Why is DIR requesting information on vendor accessibility policy?

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

How will this information be used?

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

PDAA (continued)

Vendor Self Assessment Form - Package 6 of RFO DIR-TSO-TMP-253

- Review FAQs
- PDAA Maturity Model
  http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx
- EIR Accessibility Website
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=36
- Additional Information
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement

- Complete Accessibility Forms as part of vendor response.

References

Bid Package 5 - References

- The vendor must provide the vendor reference questionnaire directly to three companies/government agencies.

- **<u>Forms submitted directly by the vendor to DIR will receive a score of zero</u>**.

References

VENDOR REFERENCES
Deliverables-Based Information Technology Services (DBITS)
Request for Offer DIR-TSO-TMP-253

REFERENCE DEADLINE TO DIR: No later than September 15, 2016 – 2:00 pm CT

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill out and return directly to DIR at the following email address: dbitsreferences2016@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

Vendor to complete

Vendor Name_____
Type of 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 dbitsreferences2016@dir.texas.gov

- Customer Reference to complete.
- Customer Reference must return the form directly to DIR

Rating: (0) Unsatisfactory; (1) Marginally Satisfactory; (2) Satisfactory; (3) Excellent; 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 Deliverables-Based Information Technology Services

1. Have you purchased any Deliverables-Based IT 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

Evaluation Criteria

The criteria and weight to be used for evaluation are as follows:

- 60% - Vendor Project Experience (Bid Package 2)
- 20% - Contract Marketing and Support Plan (Bid Package 1, Exhibit B)
- 15% - Vendor's Customer references (Bid Package 5)
- 5% - Acceptance of standard contract terms and conditions (refer to Section 2.5)

Bid Packages (continued)

- Bid Package 3
  - Sample Services contract

- Bid Package 4
  - Standard Terms and Conditions for Services
    - Number and significance of exceptions requested may negatively impact vendor score
    - These may also be considered when prioritizing contract negotiations

- Bid Package 7
  - Frequently Asked Questions

Vendor Response Package

- One (1) signed original (clearly marked) of the complete response, including one (1) signed original of the HUB Subcontracting Plan; (Binder cover should reference “DIR-TSO-TMP-253” and company name/address)

- One (1) signed original of the HUB Subcontracting Plan in a separate envelope;

- Seven (7) thumb drives (**clearly marked with Vendor name**);
  - Refer to Section 3.7.2 for further instructions

Send the Response to:
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Attn: Carrie Cooper “RFO DIR-TSO-TMP-253”

Mandatory Response Contents

- Exhibit A – Vendor Information (*signed*)
- Exhibit B – Contract Support Plan
- Exhibit C – HUB Subcontracting Plan (*signed*)
- Bid Package 2 – Vendor Experience
- Bid Package 6 – Policy-Driven Adoption for Accessibility (PDAA)
- Attachment 3 – Cancelled Contracts Form
- Attachment 4 – Release of Liability Form to Cancelled Contract Reference (if applicable)
- Any addendum requirements

Written Questions and Official Answers

Vendor and Webinar participants are encouraged to submit all questions regarding this RFO by fax, e-mail, or in writing to the Point of Contact listed in Section 3.1 as stated in the RFO. Although DIR may provide tentative responses to questions submitted during the conference, responses are not official until they are posted as an addendum to this RFO, requisition number DIR-SDD-TMP-253, on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/. Questions will be accepted until 2:00 pm CT on August 24, 2016. Answers will be posted on the Electronic State Business Daily (ESBD) on August 31, 2016.

RFO DIR-SDD-TMP-253

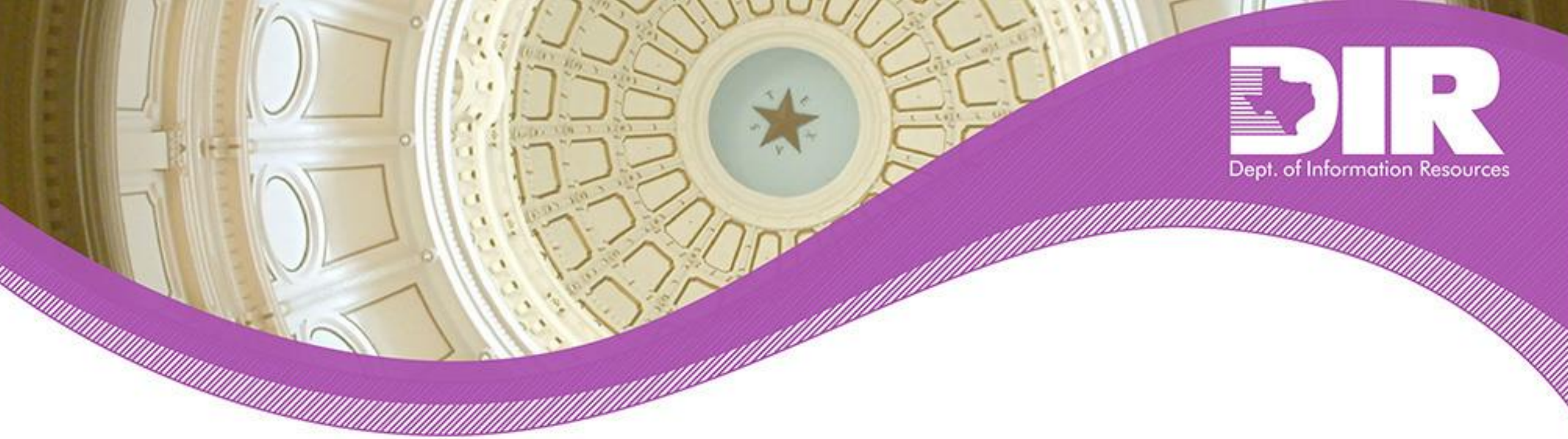
Dept. of Information Resources

Pre-Bid Conference Break

Conference Recap/Closing

- All questions, inquiries, etc. should only be directed to Carrie Cooper
- Deadline for submitting questions: August 24, 2016, 2:00 p.m. CT
- Answers to the questions are not final until posted August 31, 2016, 5:00 p.m. CT
- Frequently visit the ESBD
- References are due September 15, 2016, 2:00 p.m. CT
- Responses are due September 15, 2016, 2:00 p.m. CT
- Contact Information:

Carrie Cooper	
Phone:	512-936-2353
Fax:	512-936-6989
Email:	carrie.cooper@dir.texas.gov



HUB Forum

Lisa Maldonado & Lynn Sanchez
dir.hub@dir.texas.gov

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Melinda Maczko	Ampcus	Melinda@ampcus.com	Yes
Doug Fortner	ClearPoint	dfortner@clearpointco.com	
Ross Morel	Frogslayer	Ross.morel@frogslayer.com	
Lee Sechrist	Synergy Creations Group	lee@synergycreationsgroup.com	Yes
Lindsay Boykin	Columbia Advisory	lboykin@columbiaadvisory.com	
Oscar Gonzalez	OAG Consulting LLC	oagconsulting@att.net	Yes
Ashleigh Raymond	M Corp	ashleighr@the-mcorp.com	
Rodney Hinesman	ISG	Rodney.hinesman@isg-one.com	
John Bernard	Infodat	jbernard@infodatinc.com	Yes
Marcus Montemayor	AT&T	Marcus.montemayor@att.com	No
Sonia Cardenas	AT&T	Sonia.cardenas@att.com	No
Sam Merchant	Infodat	smerchant@infodatinc.com	Yes

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Richard Carter	Neos Consulting	Richard.carter@neosconsulting.com	Yes
Terry Walsh	Vertiba, LLC	terry@vertiba.com	
Kara Janak	TEKsystems	kstinson@teksystems.com	
Suzanne Barnes	TEKsystems	awerner@teksystems.com	
Dustin Stewart	Alliance Transportation Group	dstewart@emailatg.com	Yes
Joe Vallejo	Sistema Technologies	joe@sistematechnologies.com	Yes
Ernesto Cantu	Sistema Technologies	ernesto@sistematechnologies.com	Yes
Jeff Schmitz	PWC	Jeffrey.s.schmitz@pwc.com	
Robert Wagner	Semper Feye Solutons	Robert.wagner@semperfeye.com	
Misty Ramirez	Alliance Transportation Group	mramirez@emailatg.com	Yes
Chris Jones	Intratek Computer Inc.	cjones@intrapc.com	
Amanda Owens	Ambonare, Inc.	Amanda.owens@ambonare.com	Yes

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Akhil Bhardwaj	Dell	Akhil_Y_bhardwaj@dell.com	
Deependra Singh	Infosys Public Services	Deependra_singh@infosys.com	
Todd Brown	Access Sciences	tbrown@accesssciences.com	
Linda Baldwin	Access Sciences	lbaldwin@accesssciences.com	
John Hughes	Northrop Grumman	John.hughes@ngc.com	
Kimberly Carella	Learning Tree	Kimberly_carella@learningtree.com	
Kindra Allen	Deloitte	kindraallen@deloitte.com	No
Joe Wooldridge	Cogent Infotech	Joe.wooldridge@cogentinfo.com	No
Robert Condit	Method360	rcondit@method360.com	
Kemp Fuller	iSphere Innovations Partners	kfuller@isphere.net	No
Mike Ashley	Northrop Grumman	Michael.ashley@ngc.com	
Karon Irby	Neos Consulting	Karon.irby@neosconsulting.com	

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Joachim Strenk	MicroAssist	jstrenk@microassist.com	Yes
Albert Humphrey	IBM	ahumphyr@us.ibm.com	
Tim Cone	Catapult Systems	tim@catapultsystems.com	No
Mike Master	Sogeti	Michael.masters@us.sogeti.com	No
Mark Kochanski	SAS	Mark.kochanski@sas.com	NO
Megan Squires	Tech Tank	Megan.squires@thetechtank.com	NO
Lisa Ivaszuk	Lenovo	livaszuk@lenovo.com	No
Yihong Zeng	Deloitte	yzeng@deloitte.com	No
Arun Subramanian	Deloitte	arsubramanian@deloitte.com	No
Bobbie L James	Allied	bjames@alliedconsultants.com	No
Ivan Burkett	GB Tech	iburkett@gbtech.net	Yes
Plummer Mayblen	Daten System Consulting	pmayblen@datensys.com	No

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Edward Smith	Austin PPS	edwardgsmith@austinpps.com	Yes
Dan Contreras	Tx One Source	Dan.contreras@txonesource.com	No
Roy Mata	Tx Gov Solutions	rmata@tgsaustin.com	Yes
Rory McClure	Integris Applied	Rory.mcclure@integrisapplied.com	No
Bob Cadenhead	Inxelerate Solutions	Robet.cadenhead@inxelerate.com	Yes
Samuel Chen	Ambonare	Samuel.chen@ambonare.com	Yes
Don Elder	Topsarge Business Solutions, LLC	Dan.elder@topsarge.com	Yes
Paul Mallett	MCP	paulmallett@mcpll.com	
Kevin Stremsteifer	Apex Systems	kstremsteifer@apexsystemsinc.com	
Steven Smith	North Highland	Steven.smith@northland.com	N/A
Colin Anderson	Apex	canderson@apexsystemsinc.com	
Webinar - Ann Adekunle	Demlan Solutions	ann@favorconsultinginc.com	Yes

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar – Subha Bhattacharya	Cognizant Technology Solutions US Corp	subha.bhattacharya@cognizant.com	No
Webinar – Jake Bittner	Qlarion	jbittner@qlarion.com	No
Webinar – Mark Broadwell	Infolob Solutions	mark.broadwell@infolob.com	Yes
Webinar – Michael Brough	Brough Writing Solutions	michael@broughwritingsolutions.com	No
Webinar – Ken Brower	NWN Corporation	kbrower@nwnit.com	No
Webinar – Kristy Bundy	KB Technology & Business Consulting, LLC	kj1089@gmail.com	Yes
Webinar – Kathleen Bunkley	Team Venti	kathy@teamventi.com	Not Sure
Webinar – Suzanne Burke	M&S Technologies	sburke@mandstech.com	No
Webinar – Frederick Chandler	Eagle Technology Group, LLC	fred.chandler@eagletg.com	No
Webinar – Ryan Chandler	Capgemini	ryan.chandler@capgemini-gs.com	No
Webinar – Brandon Chavez	Software Professionals, Inc.	bd4@spius.net	Yes
Webinar – Kayla Christie	DSC	kchristie@datensys.com	No

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Webinar – Lisa Colletti	ISF, Inc.	lcolletti@isf.com	No
Webinar – Dominica Council	CA Technologies	dominica.council@ca.com	No
Webinar – Cassandra Counts	TFE	cassandra.counts@tfeconnect.com	Yes
Webinar – Terry Cowart	NTT DATA	terry.cowart@nttdata.com	No
Webinar – Neil Crisman	Aspiryon, LLC.	ncrisman@aspiryon.net	Yes
Webinar – Wendy Crowe	AWS	wcrowe@amazon.com	No
Webinar – Dan Currie	XeoMatrix	dcurrie@xeomatrix.com	No
Webinar – Shelia Darby	Darby Consulting	shelia@darbyconsulting.com	Yes
Webinar – Bob Daughrity	Grant Thornton	bdaughrity@presidio.com	No
Webinar – Virginia Dawson	Capgemini	virginia.dawson@us.gt.com	No
Webinar – Dwight Delgado	Intratek Computer Inc.	ddelgado@intrapc.com	No
Webinar – Tracy Diaz	IBM	tdiaz@us.ibm.com	No

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar – Daniel Donoghue	POD Inc.	dan.donoghue@poddatasolutions.com	No
Webinar – Melissa Dudash	Lenovo (United States), Inc.	mdudash@lenovo.com	No
Webinar – Paul Fairbrother	Government Partners	paul@governmentpartnersllc.com	No
Webinar – Judi Feltenberger	NTT DATA	judi.feltenberger@nttdata.com	No
Webinar – Beatriz Fernandez	DataXport.NEt, LLC	beatriz.fernandez@dataxport.net	Yes
Webinar – Marisa Fernandez	Convoy Consulting	marisafernandez@ymail.com	Yes
Webinar – Meghan Flisakowski	Public Sector Sales	meghan_flisakowski@shi.com	Yes
Webinar – Woody Fluharty	Civic Initiatives	wfluharty@civicinitiatives.com	Not Sure
Webinar – John Ford	Five Points and Associates	john.ford@fiveptg.com	Yes
Webinar – Ron Franke	Myers and Stauffer LC	rfranke@mslc.com	No
Webinar – David Friedline	NWN Corporation	dfriedline@nwnit.com	No
Webinar – Michael Fruci	Agile Global Solutions	mfruci@agileglobalsolutions.com	Yes

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar – Connor Gallagher	WorkComp Strategies of llinios	cgallagher@workcompstrategies.com	Not Sure
Webinar – Tiffany Garcia	Myers and Stauffer	tseaman@mslc.com	No
Webinar – Natalie Gard	Sense Corp	ngard@sensecorp.com	No
Webinar – Ed Gifford	Education Partners Solution, Inc.	gifford@eps4.com	Yes
Webinar – Scott Glover	RFD & Associates, Inc.	sglover@rfdinc.com	Yes
Webinar – Anu Goel	APS Systems Inc	agoel@aps-systems.com	Yes
Webinar – Richard Goodin	Microsoft	rgoodin@microsoft.com	No
Webinar – Sushma Govindraj	Comtec Information Systems	sushma@comtecinfo.com	No
Webinar – Tom Graf	Strata Information Group	graf@sigcorp.com	No
Webinar – Matt Green	Accenture	matthew.r.green@accenture.com	No
Webinar – Anita Gupta	ANR Consulting Group, Inc.	Anita.gupta@anrcg.com	Yes
Webinar – Harold Hamilton	CA Technologies	harold.hamilton@ca.com	Not Sure

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Webinar – Emma Hansen	DataXport.Net LLC	ehansen@dataxport.net	Yes
Webinar – Meg Hare	Accenture	meg.hare@accenture.com	No
Webinar – Lesslie Hernandez	SunNet Solutions	lesslie@sunnet.us	Yes
Webinar – Don Hoening	Web-Hed Technologies, Inc. dba Webhead	DonHoening@webheadtech.com	Yes
Webinar – Richard Holcomb	Lync Verse Technologies	dickholcomb@lyncverse.com	Yes
Webinar – Kenneth Houston	Prosperitus Solutions	khouston@prosperitussolutions.com	Yes
Webinar – Mike Indergard	TFE	mike.indergard@tfeconnect.com	Yes
Webinar – Ann Janinda	Kelly Services	ann.janinda@kellyservices.com	No
Webinar – Scott Jostes	TEKsystems	sjostes@teksystems.com	No
Webinar – Venkata Katta	KIT	venkata_katta@yahoo.com	No
Webinar – Charles Kennedy	Speridian Technologies	charles.kennedy@speridian.com	No
Webinar – Bob Kettell	Sentinel Technologies	rkettell@sentinel.com	No

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar – Melissa Killen	Enfold Systems, Inc	erik.kulvinskas@enfoldsystems.com	Not Sure
Webinar – Erik Kulvinskas	Accenture	meg.hare@accenture.com	Yes
Webinar – Gita Lal	Daman Consulting	glal@damaninc.com	Yes
Webinar – David Launey	Resource Integrators	dlauney@resourceintegrators.com	No
Webinar – Stephanie Lee	M Corp	stephaniel@the-mcorp.com	No
Webinar – Erik Lerch	Northrop Grumman Systems Corporation	erik.lerch@ngc.com	No
Webinar – Martin Leyendecker	Highpoint Technology Group	martin.leyendecker@highpoint-technology.net	Yes
Webinar – Jane Linder	NWN Corporation	jlinder@nwnit.com	No
Webinar – Heather Loop	Blaze Technology, LLC	heather.loop@blazetechnology.net	No
Webinar – George Love	Gartner Consulting	george.love@gartner.com	No
Webinar – Tom Lynch	RFD & Associates, Inc.	tlynch@rfdinc.com	Yes
Webinar – Ann Marie Lynch	BerryDunn	alynch@berrydunn.com	No

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar – Kumar Mann	ATI	kumarM@abasystech.com	Yes
Webinar – Richard Martin	Sentinel Cyber Intelligence	richard@sentinelcyberintel.com	No
Webinar – Jerry Martin	Insight Public Sector	Jerry.Martin@Insight.com	No
Webinar – Joel Matek	POD, Inc.	joel.matek@poddatasolutions.com	No
Webinar – Keri McClellan	Northrop Grumman Corporation	keri.mcclellan@ngc.com	No
Webinar – Rebecca McGregor	PwC Public Sector LLP	rebecca.t.mcgregor@pwc.com	No
Webinar – Brent Mears	Capgemini Government Solutions	brent.mears@capgemini-gs.com	No
Webinar – Wolf Metzner	SourceMatch Inc.	WMetzner@StarkSM.com	Yes
Webinar – Carol Moore	IT	ckmoore50@yahoo.com	Yes
Webinar – Dave Morris	SHI Government Solutions	dave_morris@shi.com	No
Webinar – Rao Mulpuri	Northbridge Environmental Management Consultants	rmulpuri@nbenvironmental.com	No
Webinar – Syed Mustafa	Spurtech Consultants Inc	admin@spurtech.com	Yes

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar – Chris Myers	Sierra-Cedar, Inc.	chris.myers@sierra-cedar.com	No
Webinar – P N	Speridian Technologies	parvathy.padmakumari@speridian.com	No
Webinar – Brian Nederhoff	Gartner	brian.nederhoff@gartner.com	No
Webinar – Matt Niemann	NWN Corporation	mniemann@nwnit.com	No
Webinar – Christina Northrup	Blue Heron Consulting	cnorthrup@blueheron-consulting.com	No Sure
Webinar – Alexis Oehling	Apex Systems	aoehling@apexsystemsinc.com	No
Webinar – Colin Ong-Dean	Strata Information Group	ong-dean@sigcorp.com	No
Webinar – David Palacios	Technology Consortium	dpalacios@tech-consortiumm.com	Yes
Webinar – Prabhu Patil	PROLIM Global Corporation	prabhu.patil@prolim.com	Yes
Webinar – RajMohan Pendyala	Sierra Infosys, Inc	Raj.mohan@sierratec-us.com	Yes
Webinar – Mario Perez	Enfold Systems	mario.perez@enfoldsystems.com	No
Webinar – Sherri Powell	Mission Critical Partners	sherrigpowell@mcp911.com	No

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar – Kellye Prosise	Cooper Consulting Company	kellyeprosise@cooperconsulting.com	Yes
Webinar – Victoria Pubylski	SHI Government Solutions	victoria_pubylski@shi.com	Yes
Webinar – Richard Puckett	Precision Task Group	richard.puckett@ptg.com	Yes
Webinar – Vivek Rana	ObjectWin Technology, Inc	viv.rana@objectwin.com	Yes
Webinar – Melissa Ranslem	Microsoft	melr@microsoft.com	No Sure
Webinar – Vincent Rodriguez	Microsoft Corporation	brunorod@microsoft.com	No
Webinar – Elizabeth Rohde	Integris Applied	beth.rohde@integrisapplied.com	No
Webinar – Regina Rousseau	Civic Initiatives	rrousseau@civicinitiatives.com	No
Webinar – Mike Rowe	TM Floyd & Company	mrowe@tmfloyd.com	No
Webinar – Doug Ruppert	Resource Data, Inc.	doug@resdat.com	No
Webinar – Sudeep Sarkar	Cognizant Technology Solutions US Corp	sudeep.sarkar@cognizant.com	No
Webinar – Richard Schilling	Northrop Grumman	Richard.Schilling@ngc.com	No Sure

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Webinar – Keith Schraad	First Data Government Solutions	keith.schraad@firstdata.com	Yes
Webinar – Brett Schultz	Schultz Consulting, LLC	brettpschultz@gmail.com	Not Sure
Webinar – Mark Seay	M&S Technologies	mseay@mandstech.com	No
Webinar – Paula Shepherd	Northrop Grumman Corporation	paula.shepherd@ngc.com	No
Webinar – Eric Siebels	Lenovo	esiebels@lenovo.com	No
Webinar – Mark Sievers	Data Transfer Solutions, LLC	msievers@dtsgis.com	No
Webinar – Ray Sims	Decypher Technologies	ray.sims@decypher.com	Yes
Webinar – Vaibhav Srivastava	AgreeYa Solutions, Inc.	vaibhav.srivastava@agreeya.com	No
Webinar – Conrad Taule	Sierra Infosys, Inc	conrad@sierratec-us.com	Yes
Webinar – Tim Tenpas	AIS	tim.tenpas@appliedis.com	No Sure
Webinar – Sherry Traynor	The Greentree Group	straynor@greentreegroup.com	No
Webinar – Dan Trevino	Verdtek, LLC	dan.trevino@verdtek.com	Yes

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Webinar – Andrew Van Winkle	Mainline Information Services	avw@mainline.com	No
Webinar – Saurabh Verma	ACRO Service Corporation	saurabhv@acrocorp.com	Yes
Webinar – Alfredo Villalobos	Gartner Consulting	alfredo.villalobos@gartner.com	No
Webinar – Trang Vu	Timmons Group	trang.vu@timmons.com	No
Webinar – Brian Walch	Resource Data, Inc.	brian@resdat.com	No
Webinar – Paula Wales	MAXIMUS Human Services	paulawales@maximus.com	No
Webinar – William Walsh	M2xc	wwalsh@m2xc.com	No
Webinar – Naz Warden	Global Force USA	nazw@globalforce-us.com	Yes
Webinar – Ryan Warwick	Lenovo	rwarwick@lenovo.com	Not Sure
Webinar – Allie Waters	Analysts International Corporation	allie.waters@analysts.com	No
Webinar – Nick Weynand	TradeMark Media	nick@trademarkmedia.com	No
Webinar – Michael Wille	Castra Systems LLC	info@castrasystems.com	No

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Webinar – Paul Woods	IBM	phwoods@us.ibm.com	No
Webinar – Nooshin Yazhari	Optimum Consultancy Services, LLC	nyazhari@optimumcs.com	Yes
Webinar – Paul Yoo	Informatica	pyoo@informatica.com	No
Webinar – Scott Youngman	TEKsytems Global Services	syoungma@teksystems.com	No
Webinar – Mehnaz Zahid	Xerox	mehnaz.zahid@xerox.com	No Sure
Webinar – Liza Zarr	Northrop Grumman Systems Corporation	liza.zarr@ngc.com	No Sure
Webinar – Nishant Agrawal	VIP	nagrawal@trustvip.com	No
Webinar – Angela Chevalier	ISG	angela.chevalier@isg-one.com	No
Webinar – Brian Dean	EY	brian.dean@ey.com	No
Webinar – Jennifer Harrison	Inner Corridor Technologies, Inc.	jennifer.harrison@teachmegis.com	Yes

Attachment 5

Current DBITS Vendors, Vendors by Category for FY16, Alternate Procurement Methods Exemption List

Current DBITS Vendors

Vendor Name	Contract Number
Accenture, LLP	DIR-SDD-2043
Adjacent Technologies, Inc.	DIR-SDD-1980
Alliance Transportation Group, Inc.	DIR-SDD-2262
Allied Consultants, Inc.	DIR-SDD-1964
Ambonare Incorporated	DIR-SDD-2052
Applied Geographics Inc	DIR-SDD-2185
Applied Information Sciences, Inc.	DIR-SDD-1965
ARC Government Solutions, Inc.	DIR-SDD-1979
Berry, Dunn, McNeil & Parker, LLC dba Berry, Dunn, McNeil & Parker, PLLC	DIR-SDD-2053
Brightleaf Group, Inc.	DIR-SDD-2050
Catapult Systems LLC	DIR-SDD-2039
CBM Archives Co., LLC	DIR-SDD-1966
CGI Technologies and Solutions, Inc.	DIR-SDD-2041
Ciber, Inc.	DIR-SDD-2186
Cognitive Professional Services Inc.	DIR-SDD-2072
Cognizant Technology Solutions U.S. Corporation	DIR-SDD-2184
ConnectTel, Inc.	DIR-SDD-2075
Cooper Consulting Company	DIR-SDD-1968
Crowe Horwath, LLP	DIR-SDD-2494
CSG Government Solutions, Inc.	DIR-SDD-2187
Currier McCabe and Associates, Inc.	DIR-SDD-1967
Daman Consulting, Inc.	DIR-SDD-2076
Data Transfer Solutions, LLC	DIR-SDD-1991
Databank IMX LLC dba DB IMX LLC	DIR-SDD-2178
DataCom Design Group, LLC	DIR-SDD-2045
DatamanUSA, LLC	DIR-SDD-2077
Deloitte Consulting LLP	DIR-SDD-2044
Dyonyx, L.P.	DIR-SDD-1984
Electro Systems Engineers, Inc DBA ESEI	DIR-SDD-2115
Enfold Systems, Inc.	DIR-SDD-2256
Gartner, Inc.	DIR-SDD-2042
Go IT Services, Inc.	DIR-SDD-1969
Grant Thornton LLP	DIR-SDD-2180
Gruene Technology Group, LLC	DIR-SDD-2116

Vendor Name	Contract Number
iBridge Group, Inc.	DIR-SDD-1987
Image API, LLC	DIR-SDD-1970
Information Systems of Florida, Inc. dba IST Century Technologies, Inc.	DIR-SDD-2120
Insight Public Sector, Inc.	DIR-SDD-1989
International Consulting Acquisition Corporation	DIR-SDD-2034
iSphere Innovation Partners LLC	DIR-SDD-1971
Kaeppel Consulting LLC	DIR-SDD-2121
KMQ Enterprises, Inc. - Tailwind Associates	DIR-SDD-2157
KPMG LLP	DIR-SDD-2510
Loblolly Consulting, LLC	DIR-SDD-1982
Luna Data Solutions Inc.	DIR-SDD-2122
McLane Group, L.P.	DIR-SDD-2055
MicroAssist, Inc.	DIR-SDD-1972
Mission Critical Partners, Inc.	DIR-SDD-2135
Neos Consulting Group, Llc	DIR-SDD-1974
NTT Data, Inc.	DIR-SDD-1976
Objectwin Technology, Inc.	DIR-SDD-1985
PMCS Services, Inc.	DIR-SDD-2139
Precision Task Group, Inc.	DIR-SDD-2140
Prelude Systems, Inc.	DIR-SDD-2056
Premier Logitech, LLC	DIR-SDD-2141
Public Consulting Group, Inc.	DIR-SDD-2143
RFD & Associates, Inc.	DIR-SDD-1977
Sense Corp	DIR-SDD-2081
Sierra-Cedar, Inc.	DIR-SDD-2123
Silotech Group, Inc	DIR-SDD-2150
Sistema Technologies, Inc.	DIR-SDD-1998
SmartBridge, LLC	DIR-SDD-2152
Soal Technologies, LLC	DIR-SDD-2153
Software Engineering Services Corporation	DIR-SDD-1990
Sogeti USA, LLC	DIR-SDD-2154
Strata Information Group	DIR-SDD-2049
Synchronous Solutions, Inc.	DIR-SDD-2156
TECHNOLOGY CONSORTIUM, LLC	DIR-SDD-2159
The Evolvers Group, L.P.	DIR-SDD-2160
The Greentree Group, Inc.	DIR-SDD-1978
The North Highland Company	DIR-SDD-2260
Visionary Integration Professionals LLC (VIP)	DIR-SDD-2040
Weaver and Tidwell, L.L.P.	DIR-SDD-2162
Xerox State & Local Solutions, Inc.	DIR-SDD-2177

Number of Active DBITS Vendors for Calendar Year 2016

DBITS Category	Number of Vendors per Category	Number of Vendors with Sales in 2016
Technology Migration/Upgrade	60	25
Application Development	42	18
Project Management	50	11
Application Maintenance and Support	51	23
IT Assessments/Planning	41	11
Independent Verification and Validation	24	5
Business Intelligence/Data Warehouse	11	3
Service Oriented Architecture (SOA)	16	2
Enterprise Resource Planning (ERP)	21	5

Alternate Procurement Method(s) Exemption List

Fiscal Year	Agency	Duration	Method
FY 16	TXDOT	ONE-TIME	Purchasing Association of Cooperative Entities
FY 15	TXDOT	1 year	Purchasing Association of Cooperative Entities
FY 15	TXDOT	ONE-TIME	Purchasing Association of Cooperative Entities
FY 15	TXDOT	3 YR	Purchasing Association of Cooperative Entities
FY 15	TXDOT	3 YR	Purchasing Association of Cooperative Entities
FY 15	TXDOT	3 YR	Purchasing Association of Cooperative Entities
FY 15	TXDOT	ONE-TIME	Purchasing Association of Cooperative Entities
FY 15	TXDOT	ONE-TIME	Purchasing Association of Cooperative Entities
FY 14	DPS	1 year/ three 1 year renewals	Texas Association for School Boards/Buy Board Cooperative Purchasing

No.	Question Reference	Type	Submitted Question	DIR Answer
1	General	A. General	Can you submit a response as a prime and also be included as a HUB subcontractor on someone else's response? (A) for same categories? (B) only differing categories?	A. Yes B. Yes, for any combination of categories.
2	Bid Package 1, 1.1	A. General	How many active vendors were there in July for the Table in section 1.1?	Considering renewals in progress, there were approximately 75 active DBITS vendors in July 2016. See Attachment 5 in this Addendum 2.
3	General	A. General	Are there existing DBITS contracts in place?	Yes.
4	Bid Package 1	A. General	How long will the contract period be?	DIR anticipates a contract term of two years with two, one-year optional extensions to be exercised by DIR at its discretion.
5	General	A. General	Where are most of the current sales taking place based on senate bill 20? What budget range?	See Attachment 5 in this Addendum 2
6	General	A. General	The Bid refers to Performance Based IT solutions. Does this mean turnkey complete solutions or can it be staffing consultants on time and materials?	The solicitation is for deliverables-based information technology services. Staffing consultants on time and materials is prohibited on this contract.
7	Bid Package 1	A. General	We can respond and provide references to the categories we specialize in correct?	Yes.
8	General	A. General	Will this presentation we available after via a recording?	No; however, the PowerPoint presentation is included in Addendum 1.
9	General	A. General	When (and where) will the list of attendees be posted for today's conference?	The list of attendees is included in Addendum 1.
10	General	A. General	Will this presentation be published?	Yes. The presentation is included in Addendum 1.
11	General	A. General	Can we receive a copy of this presentation document?	The presentation is included in Addendum 1.
12	Bid Package 1	A. General	The Bid refers to Performance based IT Solutions. Does this mean turnkey complete solutions or can it be staffing consultants on Time and Material rates?	The solicitation is for deliverables-based information technology services. Staffing consultants on time and materials is prohibited on this contract.
13	General	A. General	How do I let you know my contact info to be included in the list of attendees?	If you were a webinar participant, your email address has been documented.
14	General	A. General	Has funding been secured for this project? If so, how much does the state anticipate spending?	All contracts awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases. See Attachment 2 of Bid Package 1 for historical sales data.
15	General	A. General	Would the award of the subject proposal be a DIR contract for the awardee?	Yes. DIR establishes statewide master contracts for use by DIR eligible customers.
16	General	A. General	What is the duration of this project?	The duration of a project resulting from an SOW is determined by the customer. DIR anticipates a contract term of two years with two, one-year optional extensions to be exercised by DIR at its discretion.
17	General	A. General	Is there any service provider for similar services currently, if yes please share the name along with last year expenditure?	Current DBITS Vendors can be found in Attachment 5 to this Addendum 2. Aggregate sales for Fiscal Year 15 was approximately $88M.
18	Bid Package 1	A. General	3. Can we get a completed copy of a previously submitted DBITS proposal or a completed copy of a Bid Package 2: Vendor Experience submittal?	Please submit a request for this information to the DIR Public Information Office at pio@dir.texas.gov.

No.	Question Reference	Type	Submitted Question	DIR Answer
19	Bid Package 1	A. General	To become an approved vendor as part of the DBITS, does the approved vendor need to be incorporated in the US?	No.
20	Bid Package 1	A. General	On Bid Package 1 - Section 1 of RFO say anticipated vendor awards for BI/Data warehouse is FIVE. But, Bid Package - Section 2.3 for contract 150k to 1Million - Number of DIR Vendors are SIX, Is this correct?	Yes, DIR anticipates five awards for the BI/Data Warehouse category. The number of vendors referenced in Section 2.3 is related to the number of bids that DIR Customers are required to obtain for a Statement of Work valued at $150,000 - $1 million, not the number of DBITS contracts for that category. The required number of quotes for $150,0000 to $1 million is six price quotes OR all vendors in a category if less than six vendors.
21	General	A. General	We assume that we do not have to include cost related information in our response to the RFO. Is this correct?	Yes.
22	General	A. General	Who are current incumbents on current contract?	Please see Attachment 5.
23	Bid Package 1	A. General	We request department to extend the proposal deadline by 2 weeks	The deadline for submitting responses to the DBITS RFO has been extended. See Addendum 1 for the updated RFO schedule.
24	General	A. General	What is the annual budget for this RFQ?	All contracts awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases. Therefore, there is no predetermined budget for the awarded contracts. See Attachment 2 of Bid Package 1 for historical sales data.
25	General	A. General	What is the expected number of awards?	See section 1.1 of Bid Package 1 for information on the expected number of awards per category.
26	Bid Package 1, Attachment 2 DBITS Sales	A. General	We are looking for a refinement of the data in Attachment 2 DBITS Sales - Using just the data from Calendar year 2016, how many active vendors were there with sales for each of the categories listed in the table? Additionally, how many total vendors (with or without sales) currently hold active contracts for each of the categories listed?	Please see Attachment 5.
27	Bid Package 1, Section 3.3.1 Anticipated Schedule	A. General	Would DIR consider extending the due date to September 23rd?	See Addendum 1 for the updated RFO schedule.
28	Bid Package 1	A. General	May Vendors copy and paste Exhibit A, Exhibit B, Attachment 3, and Attachment 4, Bid Package 2, and Bid Package 6 into a response document?	Yes.
29	Bid Package 1	A. General	Is there a standard set of NFR (Non Functional Requirement) that is being followed by the State?	No.
30	Bid Package 1	A. General	Is the State open for executing the engagements from outside the United States?	This is subject to DIR Customer approval. DIR has updated the SOW template to require Vendors to disclose whether they will be performing work onshore or offshore.
31	Bid Package 1	A. General	Section 1.1 of Bid Package 1 lists the number of contracts that DIR reasonably anticipates that it will award for each category. Does this number correspond to the number of vendors that will be awarded contracts in each category?	Yes.
32	Bid Package 1	A. General	What was the breakdown of onshore vs offshore services spend for FY 2015 and FY 2016? What is expected for FY 2017?	DIR does not maintain this information for DIR Customers. Note, DIR has updated the SOW template to require Vendors to disclose whether they will be performing work onshore or offshore.

No.	Question Reference	Type	Submitted Question	DIR Answer
33	Bid Package 1	A. General	What are the delivery methodologies that customers are most familiar with? Waterfall? Agile? Is there an anticipated change in this methodology in the next 12 months?	DIR does not know the universe of customer delivery methodologies.
34	Bid Package 1	A. General	Where are most customers hosting their platforms and software assets? Is that standardized or case by case?	DIR does not know the universe of customer platforms.
35	Bid Package 1	A. General	Due to the numerous requirements, including client reference information, we would like to request an extension 4 weeks from the due date for submitting responses to the RFO	Per Bid Package 10 - Addendum 1, DIR is extending the deadline for responses and vendor references until September 22,2016 at 2:00 pm.
36	General	A. General	Can the state expound on the expected annual spend for this contract? Is the anticipated annual spend consistent with the anticipated need for IT services?	DIR cannot anticipate the expected annual spend for DBITS contracts.
37	General	A. General	Under the intended contract vehicle, what will be the governance structure, and Roles and Responsibilities across various stakeholders: DIR, Customer/Agency, Vendors.	DIR maintains the Cooperative Contracts. DIR also reviews and approves Statements of Work greater than $50,000. This is limited to Texas state agencies, and excludes institutions of higher education. DIR Customers develop Statements of Work, solicit Vendor responses, and oversee delivery associated with their own Statements of Work. Generally, vendors are responsible for responding to Statements of Work, delivery if awarded Statements of Work, reporting sales and remitting administrative fees to DIR. Refer to the Bid Package 1, Attachment 1, Sample Statement of Work, for a comprehensive list of vendor requirements.
38	General	A. General	How are the contract change control procedures managed? Is it controlled by DIR or respective customers/agencies and their SOW's?	Change control procedures are managed by the DIR Customers and their SOWs.
39	Bid Package 1, 2.3	A. General	(Bid Package 1, Section 2.3) If a change to the ceiling value in SB 20 is made, how soon will the changes be amended into the DIR IDIQ vehicle?	State agencies are responsible for meeting contract threshold requirements. If new procurement legislation is passed, state agencies will be responsible for meeting any new procurement legislative directives. The contract templates do not include the pricing thresholds. Consequently, a contract amendment would not be required to address any legislative changes to the thresholds.
40	Bid Package 1, 1.2.3	A. General	(Bid package 1, Section 1.2.3) How and when will DIR notify vendors of administrative fee changes?	DIR will notify vendors in writing of any administrative fee changes.
41	Bid Package 1	A. General	(Bid Package 4, Section 7.B) Can DIR specify where work will be performed? Texas, CONUS, OCONUS?	DIR Customers will determine where work will be performed. DIR has updated the SOW template to require Vendor to disclose whether they will be performing work onshore or offshore.
42	Bid Package 1	A. General	Can you please quantify “excessive” in Section 2.5.2 (Pg. 10, Bid Package 1)?	DIR does not have further clarification for the term.
43	General	A. General	Will the Cooperative Contracts program for out-of-state public entities be an option with this contract as it was in the last DBITS contract? If so, could you let us know what, if any, changes there will be for this program with the new contract?	Yes. Information on the program can be found at http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=2. Visit this site to stay current on any updates to the program.
44	General	A. General	Also the ppt that was shared during the vendor conference that was held on 17th Aug – will this be published.	The PowerPoint is included in Addendum 1.
45	Bid Package 1	A. General	We are negotiating our ITSAC contract with Texas DIR, do we need to disclose this?	No.

No.	Question Reference	Type	Submitted Question	DIR Answer
46	Bid Package 1, 2.1	Bid Package 1	"The value of any one SOW may not exceed $1 million for state agencies (or $10 million for non-state agency DIR customers, including institutions of higher education) including all extensions, renewals, and change orders." In the vendor contract DIR indicated that it anticipates amending contracts if the legislature revises limits. Would the same [question cut off]	State agencies are responsible for meeting contract threshold requirements. If new procurement legislation is passed, state agencies will be responsible for meeting any new procurement legislative directives.
47	Bid Package 2, Section B	Bid Package 2	Many agencies have an organizational policy against providing references. This type of policy may affect how an agency responds as a project contact listed in Section B of Bid Package 2. How will Vendors be scored when project contacts listed in Section B are not allowed to respond by their agencies?	The vendor should select project contacts who would be able to respond to project inquiries.
48	Bid Package 4, 2.H	Bid Package 4	"A document, hereinafter referred to as a SOW Solicitation, posted on DIR's website outlining the description of services to be performed for a specified DIR Customer." Will all Statements of Work at all dollar values be posted on DIRs website?	No. Each state agency is required to post its own SOW(s) greater than $50k.
49	Bid Package 1	Cancelled Contracts	1. Should we include attachments 3 & 4 even if we have never had a cancelled contract?	Yes. If not applicable, please indicate "Not Applicable".
50	Bid Package 1, Exhibit A	Cancelled Contracts	How does DIR define "cancelled" contract? Is this only for contracts that were cancelled because the contract term had ended?	Refer to Exhibit A, Item 19 and Addendum 1 revision. A cancelled contract in this context is any contract prematurely terminated in the past four years. End of term and unexercised renewals would not be a reason to report as a cancelled contract.
51	Bid Package 1	Cancelled Contracts	Do we have to include in our response "Attachment 4 - Respondent Release of Liability (To Reference)" if we don't have a cancelled contract in "Attachment 3 - Cancelled Contracts References"	Yes. If not applicable, please indicate "Not Applicable".
52	Bid Package 1	Cancelled Contracts	What questions are you asking the company or entity regarding canceled contracts? Why is Vendor not asked the same questions for comparison?	DIR declines to provide the list of specific questions at this time. Generally, DIR is seeking to understand to what extent, if at all, the cancellation is related to vendor performance.
53	Bid Package 1	Cancelled Contracts	Will the answers given by the company or entity be forwarded to the Vendor, and will Vendor be given an opportunity to respond?	DIR does not intend to provide the answers to the Vendor at this time; however, DIR may seek clarification regarding cancelled contracts from the Vendor prior to award. At which time, DIR may provide the Vendor the answers, in whole or in part. Attachment 3 has been updated and allows the Vendor the opportunity to describe the reason for the cancellation.
54	Bid Package 1	Cancelled Contracts	If a canceled contract is covered by a confidential settlement and/or confidentiality agreement what would DIR like Vendor's response to say? We cannot give consent for you to ask the company or entity whatever you wish when a confidentiality agreement is in place because we cannot waive confidentiality for them even if we do agree to waive our own.	DIR understands that there may be instances where the reference may not be willing or able to provide information regarding a cancelled contract. The Vendor should provide a brief explanation related to any requested information, including the Release of Liability, that the Vendor is not able to provide.
55	Bid Package 1	Cancelled Contracts	Why is there no mutuality in respect to liability if Vendor agrees to waive any liability a company or entity could have based on their response to DIR questions?	DIR does not believe a mutual release of liability is applicable.
56	Bid Package 1	Cancelled Contracts	What happens if Vendor does not agree to waive liability and does not authorize a company or entity to say whatever it wishes but does provide a list of canceled contracts? What is the objective score applied for each canceled or early-terminated contract? Does the reason for termination (say, for convenience versus for non-performance) influence that objective score?	DIR expects the Vendor to be responsive to the requirement to provide information regarding Cancelled Contracts. DIR is not prepared to share specifics about how the information will be used to score Vendor responses. DIR will consider Cancelled Contracts as part of the Bid Package 5 scoring.

No.	Question Reference	Type	Submitted Question	DIR Answer
57	Bid Package 1	Cancelled Contracts	How will Vendor's objective score be influenced if the company or entity declines to comment regarding the canceled or early-terminated contract?	DIR is not prepared to share specifics about how the information will be used to score Vendor responses. DIR will consider the Cancelled Contracts as part of the Bid Package 5 Scoring.
58	Bid Package 1	Cancelled Contracts	What does "canceled" cover?	Refer to Exhibit A, Item 19 and Addendum 1 revision. A cancelled contract in this context is any contract prematurely terminated in the past four years. End of term and unexercised renewals would not be a reason to report as a cancelled contract.
59	Bid Package 1	Cancelled Contracts	What does "prematurely terminated" cover?	Refer to Exhibit A, Number 19 and Addendum 1 revision. A cancelled contract in this context is any contract prematurely terminated in the past four years. End of term and unexercised renewals would not be a reason to report as a cancelled contract.
60	Bid Package 1	Cancelled Contracts	Is the four years calculated from the time at which the project stopped or the time at which a settlement was reached/outcome finalized?	Any contract prematurely terminated in the past four years, based on the contractual termination or cancellation effective date.
61	Bid Package 1	Evaluation	Costing doesn't have any weightage in evaluation?	No. Due to the complexity and variety of each potential Deliverables-Based Information Technology Services (DBITS) Statement of Work, it is not possible to obtain pricing for each potential DBITS project. The customer will submit a Statement of Work to awarded DBITS vendors in the appropriate technology category to solicit responses and will be able to select a vendor based on best value.
62	Bid Package 1	Evaluation	Is there a preference for TX based vendors or will it be unbiased evaluation for all vendors	All vendors will be evaluated equally.
63			RESERVED – intentionally left blank.	
64			RESERVED – Intentionally left blank.	
65	Bid Package 1, Exhibit A, page 2	Exhibit A	Question 13/14, what duration for the sales amount requested?	Provide the total sales over the life of the entity's contract.
66	Bid Package 1, Exhibit A, page 3	Exhibit A	What's the difference between Q12 & Q14?	Question 12 pertains to purchases from Texas public entities in the last 12 months. Question 13 pertains to contracts held by other states. Question 14 pertains to contracts held by your company with any entities or consortiums authorized by Texas law to sell the products and services requested in this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.
67	Bid Package 1	Exhibit A	Difference between Q 12, 13, & 14?	Question 12 pertains to purchases from Texas public entities in the last 12 months. Question 13 pertains to contracts held by other states. Question 14 pertains to contracts held by your company with any entities or consortiums authorized by Texas law to sell the products and services requested in this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.
68	Bid Package 1	Exhibit A	Please explain the difference between Questions 12, 13 and 14.	Question 12 pertains to purchases from Texas public entities in the last 12 months. Question 13 pertains to contracts held by other states. Question 14 pertains to contracts held by your company with any entities or consortiums authorized by Texas law to sell the products and services requested in this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.

No.	Question Reference	Type	Submitted Question	DIR Answer
69	Bid Package 1	Exhibit A	20) Officer or Agent empowered to contractually bind the Vendor: (Is this something related to your side ?)	No. This refers to an agent empowered to contractually bind the Vendor from the Vendor's company.
70	Bid Package 1	Exhibit A	Who is this former Executive? (xiv) Vendor 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 in order for the bid to be evaluated:	This refers to a former Executive of any Texas state agency.
71	Bid Package 1	Exhibit A	Do we need to be registered with the State to do business in TX before submitting proposal to the RFO? Can it be done after the award of contract?	No, but the vendor must be registered with the State prior to contract award.
72	Bid Package 1, Exhibit A	Exhibit A	The checklist table provided has a row that is blank. Please confirm if any information was left out or if it should remain blank.	No information was omitted.
73	Bid Package 1, Exhibit A, 3.7.2	Exhibit A	The instructions state: “Enter the name and Social Security Numbers for each person below (alternatively, if this section applies, Vendor 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.” While in Bid Package 1, section 3.7.2 it states to submit “One (1) signed original (clearly marked) of the complete response”, and “One (1) thumb drive containing a labeled electronic folder with any and all response materials, which Vendor asserts are confidential or proprietary” For the complete response copy, we understood that we were to provide all information requested, and we had the opportunity to include confidential information in the corresponding confidential thumb drive. The instructions at the top of this question insinuates that bidders have the option of not including social security information in the “complete response”. If this is correct, should bidders also exclude all other information they deem as confidential and proprietary from the “complete response” copy, or was this instruction only referring to social security numbers?	Vendors do not have to include Social Security Numbers in its complete response, but may reference their location in the "Confidential and Proprietary" electronic folder. This is the only item that Vendors may omit from their complete response.
74	Bid Package 1	Exhibit B	What is the extent that the DIR will Support Awarded vendors in marketing to Agencies?	If awarded, during vendor orientation, DIR will provide an overview for marketing to eligible customers during vendor orientation.
75	Bid Package 1	Exhibit B	Contract Support Plan (Separate or in form): This contract support Plan should be in your document/ is that fine if I send some PPT’s or pdf’s along with bid with heading contract supporting plan ?	The plan should be in the form with responses to the information requested in Exhibit B. PowerPoint or PDFs may be provided as supplemental material that is clearly referenced and marked as supplemental material to the Contract Support Plan.
76	Bid Package 1	Exhibit B	Exhibit B asks us to provide response for Q 6): “ Do you have an existing DBITS contract? a. if no list your historical sales from the last four (4) years for the services in your offer broken down by the market segments listed in item 3”. However, we are not able to find any market segment or item 3 in the RFO document. Please suggest.	The "market segment" is in reference to the following segments: State and Local Governments, Higher Education, and K-12.

No.	Question Reference	Type	Submitted Question	DIR Answer
77	Bid Package 1 Exhibit B Contract Support Plan	Exhibit B	Does the response to Exhibit B Contract Support Plan have to be in the DIR Word Document template within Bid Package 1, whereby simply answering the numbered questions with in-line text? Or may a Vendor respond to Exhibit B using an external, yet professional, marketing plan in the Vendor organization's personal template as an attachment?	The plan should be in the form and include the information requested in Exhibit B. PowerPoint or PDFs made may be provided as supplemental material that is referenced and clearly marked as supplemental material to the Contract Support Plan.
78	Exhibit B	Exhibit B	Question 4 of Exhibit B. Please confirm that answers to the 2 follow up questions are not required if the answer to question 4 is no.	Correct.
79	Bid Package 2	Exhibit B	In filling out Exhibit B, Contract Support Plan do we have to fill this out for each of the 9 DBITS Categories we are applying to or does the Contract Support Plan just need to be filled out as it relates to the vendor's overall corporate abilities?	The Contract Support Plan only needs to be completed once.
80	Bid Package 7	FAQs	This answer indicates "State agencies wishing to purchase through another method are required to request an exemption from DIR." For each of the past three fiscal years (FY14, FY15, FY16) which State agencies have requested this exemption? Were all granted the exemption? Is an Agency's exemption on a "per purchase" basis or are blanket exemptions granted?	See Attachment 5 in this Addendum 2.
81	Bid Package 8	FAQs	DIR responded "No" to the question: "Will all contracts for a given Category be awarded at once so no vendor in the Category has an advantage?" Given the limit to the number of awards for each Technology Category, can a Vendor improve its chance to be awarded early by submitting its response early?	DIR will award contracts as they are negotiated and finalized. Generally, DIR awards contracts first with vendors who take no exceptions to the terms and conditions. However, DIR will also consider prioritizing contracts with Vendors whose existing contracts are expiring. Responses will not be opened or evaluated until after the response deadline.
82	Bid Package 7	FAQs	Question 84 of Bid package 7 says "This is not a Time and Material Contract". Will Customers be able to issue solicitations/RFQs and award contracts to vendors for other than a firm fixed price? In other words, can Customer contracts under the DIR Contract be awarded as T&M work or Fixed Price - Level of effort?	The solicitation is for deliverables-based information technology services. Staffing consultants on time and materials is prohibited on this contract.
83	Bid Package 7	FAQs	Bid Package 7, Q/A 39 states that higher education entities are not required to use this contract. Based on this, would you suggest we do not provide a higher education reference as one of our three since it may not be as relevant or useful to the evaluation?	A higher education reference is relevant. It is at the Vendors' discretion who they name as the contact for each project.
84	Bid Package 1	Financial Review	Duns - only the number or report too?	Only the D-U-N-S number is required.
85	Bid Package 1, Section 4.1	Financial Review	It is mentioned that "All proposals determined to be responsive will go through a financial review overseen by the Chief Financial Officer's (CFO's) office ." We are assuming that the financial review will be based on the financial stability of the vendor and pricing is out of scope of this RFO. Please confirm.	Correct.

No.	Question Reference	Type	Submitted Question	DIR Answer
86	Bid Package 1, 4	Financial Review	You indicate that the Financial Review is a pass/fail criteria. Please outline the minimum metrics you expect to see such as for revenue, assets or other criteria that are considered “passing”.	DIR primarily reviews the Vendor’s D&B Supplier Evaluation Risk Rating (SER). SER predicts a business’s likelihood of experiencing financial stress over the next 12-month period. D&B has a quality control process that ensures the integrity of the information contained in their database. DIR pulls a report from D&B that contains supplier financial scores such as SER (Suppler Evaluation Risk Rating), FSS (Financial Stress Score), and Paydex Score. Vendors can work with D&B to submit and enhance relevant information.
87	Bid Package 1	Financial Review	Please confirm that the D&B report/number for a parent company can be submitted for a subsidiary to ensure an accurate assessment of the financial stability of the organization	Provide the D-U-N-S number for the legal entity with whom DIR would contract.
88	Bid Package 1	Financial Review	Pass/Fail Criteria: This section refers to the “DUNS Number and report”, but Exhibit A Item 18 only requests the DUNS number. Is the Vendor’s response expected to include a report from Dun and Bradstreet (D&B) or will the DIR Finance Group request that report? If the Vendor has responsibility to include a report, which of the D&B standard reports is expected?	Vendors are only required to provide a D-U-N-S number. No reports are required.
89	Bid Package 1	HUB	Can you please confirm if the HUB plan should be a working unsigned PDF and not a scanned, signed PDF?	Reference Bid Package 1, Section 3.4. Vendors must submit two signed Hub Subcontracting Plans (HSPs) - one signed copy provided in the binder with the complete response and one signed copy in a separate envelope. Also, provide an editable PDF HUB Plan as part of your thumb drive complete response.
90	Bid Package 8	HUB	Can a Hubzone firm partner with more than 1 prime vendor?	Yes.
91	Bid Package 8	HUB	Question regarding the HSP - Is the good faith effort "Method A" (using only HUBS and meeting the goal) acceptable or do offerors need to do the "Method B" (outreach effort) to be compliant?	If the respondent is going to meet or exceed the identified HUB Goal, they should utilize Method A (Attachment A).
92	Bid Package 8	HUB	Does the HUB plan need to be included in the overall response package as well as in a separate package?	Reference Bid Package 1, Section 3.4. Vendors must submit two signed Hub Subcontracting Plans (HSPs) - one signed copy provided in the binder with the complete response and one signed copy in a separate envelope. Also, provide an editable PDF HUB Plan as part of your thumb drive complete response.
93	Bid Package 1	HUB	Can you please confirm if the electronic HUB plan should be a working, unsigned PDF and not a scanned, signed document PDF?	Reference Bid Package 1, Section 3.4. Vendors must submit two signed Hub Subcontracting Plans (HSPs) - one signed copy provided in the binder with the complete response and one signed copy in a separate envelope. Also, provide an editable PDF HUB Plan as part of your thumb drive complete response.
94	General	HUB	The HUB Forum will be streamed on this Webinar, correct?	The HUB forum was a curtesy informal table Q&A session with the DIR HUB Office and HUB/Non-HUB networking opportunity.
95	General	HUB	How can HUBs such as us, that were not able to attend in person be considered for HUB subcontracting opportunities?	HUB vendors interested in subcontracting opportunities might consider networking with other vendors that participated in the DBITS Pre-bid conference. For more information about the Statewide HUB Business Program and how to build relationships with contacts, please visit http://comptroller.texas.gov/procurement/prog/hub/.
96	General	HUB	The HUB Forum will be streamed on this Webinar, correct?	The HUB forum was a curtesy informal table Q&A session with the DIR HUB Office and HUB/Non-HUB networking opportunity.
97	Bid Package 1	HUB	Can we take sub-contractor on it?	DIR is unsure of the question. Prime Vendors may use subcontractors.

No.	Question Reference	Type	Submitted Question	DIR Answer
98	Bid Package 1, 3.7.3	HUB	Is the signed HUB plan to be included in the main response document as well as be included in a separate package, or should it just be submitted as a separate package?	Reference Bid Package 1, Section 3.4. Vendors must submit two signed Hub Subcontracting Plans (HSPs) - one signed copy provided in the binder with the complete response and one signed copy in a separate envelope. Also, provide an editable PDF HUB Plan as part of your thumb drive complete response.
99	Bid Package 8	HUB	The RFP requests the vendor to provide expected dollar amounts to be received through the price agreement and then allocate a dollar amount to HUB's. Are the HUB figures hard and fast amounts that we will be held to?	Vendor should use their best estimate to provide expected dollar amounts based on market analysis, previous sales, and information provided in this RFO. The dollar amounts may be changed on the HSP at a later time. If there are any changes to the HSP, the updated HSP must be sent to the DIR HUB Office for review and approval.
100	Bid Package 1, 3.7.2	HUB	In Section 3.7.2, states to include, "1. One (1) signed original (clearly marked) of the complete response, including one (1) signed original of the HUB Subcontracting Plan; and 2. One (1) signed original of the HUB Subcontracting Plan in a separate envelope."Please confirm that you want an original HUB Subcontracting Plan included in the Response binder, and a second original HUB Subcontracting Plan included in a separate envelope.	Reference Bid Package 1, Section 3.4. Vendors must submit two signed Hub Subcontracting Plans (HSPs) - one signed copy provided in the binder with the complete response and one signed copy in a separate envelope. Also, provide an editable PDF HUB Plan as part of your thumb drive complete response.
101	Bid Package 1, Section 3.7.2	HUB	As per our understanding, we need to provide 2 signed original copies of HSP (1 copy to be provided with the complete response package and another copy to be provided in a separate envelope). Please confirm	Reference Bid Package 1, Section 3.4. Vendors must submit two signed Hub Subcontracting Plans (HSPs) - one signed copy provided in the binder with the complete response and one signed copy in a separate envelope. Also, provide an editable PDF HUB Plan as part of your thumb drive complete response.
102	Bid Package 8	HUB	As part of HSP Good Faith Effort-Method A (Attachment A) and HSP Good Faith Effort - Method B (Attachment B), we have been asked to provide "approximate dollar amount" . As we the contract value of the specific SOWs will be available only at a later stage, can we leave this field as blank and fill only the "Expected percentage of the contract" field. If not, could you please elaborate on the "approximate dollar amount field" .	The vendor MUST identify the "Approximate Dollar Amount" the subcontractor will receive and identify the "Expected Percentage of Contract." If this information is incomplete, the HSP will Fail and be considered incomplete. Vendor should use their best estimate based on market analysis, previous sales, and information provided in this RFO. Also, see Question 99 in this section.
103	Bid Package 1, 3.4	HUB	We believe GFE Method A is applicable to us. In this case, we understand that we simply select the HUB vendors we will be using and do not need to go through a notification process to a large number of HUBs. Is this correct?	Yes.
104	Bid Package 8	HUB	Are we allowed to state "Self-Performing" on any of the categories, or are we required to do HUB outreach for all categories to which we're responding?	If your company is going to "self-perform" then you will complete Section 3 and provide a self-performance justification. If you are going to subcontract, you should complete Method A or Method B, depending on your HUB percentage.
105	Bid Package 8	HUB	HUB section 3.4- when we provide the names of the Subcontractors that are certified as HUB- do we need to provide background about these vendors (their business exp, their sales, and % of business we would like to do with them for this RFO?) . If Yes, where should these details be provided.	No.
106	Bid Package 8	HUB	Can the Primary submitting firm declare self-performing status on the HUB?	Respondent can Self-Perform and would need to complete Section 1-4, with emphasis on Section 3, where you will provide your Self-Performing Justification.
107	Bid Package 1, Exhibit B	Marketing Plan	Can you provide an example of an acceptable marketing plan?	DIR will review marketing plans submitted in response to Exhibit B. While DIR cannot provide the universe of acceptable responses, Vendors should provide detailed responses to the questions in Exhibit B and demonstrate a thorough understanding of the marketplace of DIR Customers.
108	Exhibit B	Marketing Plan	Could you please clarify question 1 of Exhibit B? Do we provide a general marketing plan of how we will market all the services we bid or do we address each service category individually? Also, should the marketing plan cater to all DIR customers or do we have to select a specific target audience (i.e. state & local government agencies, higher education, k-12) and describe how we will tailor our marketing efforts to market and sell our services to that specific target market?	Provide a general marketing plan of how your company will market all applicable service categories. Vendor must provide a plan that describes the Vendor's ability and strategy for promoting and supporting the contract, if awarded. The plan must include the information listed in Exhibit B, Bid Package 2.

No.	Question Reference	Type	Submitted Question	DIR Answer
109	Bid Package 1, 4.2	Past Performance	Where can we view our current performance report? The portal login appears to be for agencies only.	Vendors can access their current performance reports if they are registered on the Texas Centralized Master Bidder's List at: http://comptroller.texas.gov/procurement/prog/cmbl/.
110	Bid Package 6	PDAA	Please explain the report of PDAA again.	Please review the material in Bid Package 6, including the FAQ tab.
111	Bid Package 6 & 7	PDAA	If we do not have applications or do website development and generally only provide written results of work performed, how will our eval be effected by a low maturity rate?	As stated in the Pre-bid conference, the PDAA results will not be scored, but the form is required to be completed and submitted as part of the response. Having an accessibility policy is still recommended with regard to your report deliverables (is it in an accessible format? etc.) and your company's website accessibility.
112	Bid Package 6	PDAA	Question reference Bid package 6 and 7. If we do not develop applications or do website development, and generally only provide written results of work performed, how will we be assessed for accessibility and will our evaluation be affected by a low maturity level?	As stated in the Pre-bid conference, the PDAA results will not be scored, but the form is required to be completed and submitted as part of the response. Having an accessibility policy is still recommended with regard to your report deliverables (is it in an accessible format? etc.) and your company's website accessibility.
113	Bid Package 6	PDAA	The RFP requires the completion of the assessment in Bid Package 6, Vendor ITC Accessibility Policy Assessment. Our firm provides consulting and advisory services and does not provide system development, software implementation or related services. In reviewing the ITC Accessibility Policy Statement Assessment questionnaire, our firm does not fall into any of the four categories listed on the form: Manufacturer; Service Provider (IT Development services); Integrator; Reseller or Distributor. We want to comply with DIR's requirements, but we do not see how we fit into any of the categories listed. How should we respond in a manner that will meet the state's requirements?	DIR suggests that your firm completes the form as a Service Provider, and use the comments section(s) of the form to cite the type of deliverables your firm creates. Having an accessibility policy is still recommended with regard to deliverables (Are they in an accessible format? etc.) and your firm's website accessibility.
114	Bid Package 6	PDAA	(Bid Package 6) What amount of weight is being placed on the resulting score once the vendor completes Bid package 6 PDAA? Will this be a pass/fail or a certain percentage cutoff resulting in a disqualification to the Vendor?	As stated in the Pre-bid conference, the PDAA results will not be scored, but the form is required to be completed and submitted as part of the response. Having an accessibility policy is still recommended with regard to your report deliverables (Is it in an accessible format? etc.) and your company's website accessibility.
115	Bid Package 5	References	Would a reference be acceptable from a customer that received our services but the services were not "deliverable-based"?	The reference should be a customer reference that received deliverables-based information technology services from your firm.
116	Bid Package 5	References	Can we use ITSAC references where our consultants did DBITS type of work?	While DIR will not advise Vendors regarding potential references, it is important that vendors understand that DIR is seeking references from customers for whom the Vendor or its team (not just individuals employed by the Vendor) was responsible for delivery of related services.
117	Bid Package 3	References	Question on References. Only 3 Total NOT 3, one for each Vendor Experience Category?	Refer to item 15 of Exhibit A, Bid Package 1. A total of three (3) Vendor References are required for this RFO. For Bid Package 2 – Vendor Experience, each technical category must have three (3) projects with contact names.
118	Bid Package 5	References	Can the references be provided beforehand as well?	DIR is unsure of the question. References may submit responses to the Bid Package 5 Reference Questionnaire prior to the final due date.
119	General	References	What will be the difference between Vendor Project Experience and Vendor reference?	A Vendor Reference completes Bid Package 5. For Vendor Experience Bid Package 2, each technical category must have three (3) projects with contact names; DIR reserves the right to contact any provided project contact names for further information/clarification.

No.	Question Reference	Type	Submitted Question	DIR Answer
120	Bid Package 2, Section B	References	3 projects per category w/3 contacts - Can these contacts also be references?	Yes.
121	Bid Package 2, Section B	References	Does vendor experience has to be validated as well by respective customers?	For Bid Package 2 – Vendor Experience, each technical category must have three (3) projects with contact names. DIR reserves the right to contact any provided project contact names for further information/clarification.
122	Bid Package 2	References	Do we need to provide 3 references for each of the 8/9 different DBITS sections? Or just 3 3 in our entire response?	Refer to item 15 of Exhibit A, Bid Package 1. A total of three (3) Vendor References are required for this RFO. For Bid Package 2 – Vendor Experience, each technical category must have three (3) projects with contact names.
123	Bid Package 5	References	How much old references can be used, any time limit?	References should be for projects performed within the last four years.
124			RESERVED – intentionally left blank.	
125	General	References	What will be the difference in between Vendor project experience and Vendor reference?	A Vendor Reference completes Bid Package 5. For Vendor Experience Bid Package 2, each technical category must have three (3) projects with contact names; DIR reserves the right to contact any provided project contact names for further information/clarification.
126	Bid Package 2, Section B	References	Does Vendors experience has to be validated as well by respective customers?	For Bid Package 2 – Vendor Experience, each technical category must have three (3) projects with contact names. DIR reserves the right to contact any provided project contact names for further information/clarification.
127	Bid Package 5	References	Do we need to provide references only from customers that we provided deliverable based services? OR Can we get reference from a customer that received our services but were not "deliverables based" ?	While DIR will not advise Vendors regarding potential references, it is important that vendors understand that DIR is seeking references from customers for whom the Vendor or its team (not just individuals employed by the Vendor) was responsible for delivery of related services.
128	Bid Package 5	References	Would a reference be acceptable from a customer that received our services but the services were not "deliverables based" ?	While DIR will not advise Vendors regarding potential references, it is important that vendors understand that DIR is seeking references from customers for whom the Vendor or its team (not just individuals employed by the Vendor) was responsible for delivery of related services.
129	Bid Package 1	References	The individual State agency point of contacts do not provide customer references anymore, but feed the information to the CPA Vendor Performance Tracking System (VPTS). Since we have been working with State through DIR, who should we use as customer reference when needed for our proposals to new potential clients?	The respondent will need to identify a reference that is willing to submit a reference for them. It is at the vendor's discretion to determine the appropriate reference according to Section 3.7.4 and Bid Package 5.
130	Bid Package 2	References	We would like to confirm if we understood the following correctly: • we have to provide 3 client references for each DBITS we want to bid on as per “Bid Package 2 - Vendor Experience”	Refer to item 15 of Exhibit A, Bid Package 1. A total of three (3) Vendor References are required for this RFO. For Bid Package 2 – Vendor Experience, each technical category must have three (3) projects with contact names.

No.	Question Reference	Type	Submitted Question	DIR Answer
131	Bid Package 5	References	We would like to confirm if we understood the following correctly: • we have to provide a total of 3 client references, regardless of the number of DBITS we want to bid on, as per "Bid Package 5 - Vendor References Form."	Yes. A total of three (3) Vendor References are required for this RFO as stated in Item 15 of Exhibit A, Bid Package 1. For Bid Package 2 – Vendor Experience, each technical category must have three (3) projects with contact names.
132	Bid Package 1	References	1. We are proposing for 8 technical areas. From section 3.7.4 of Bid Package 1, we understand that we must send the vendor reference questionnaire to three of our clients who must, in turn, submit the completed form to DIR and that if more than three clients submit a questionnaire, only the first three will be reviewed by DIR. From question 158 of the FAQs, it is also our understanding that this means that three references total will be reviewed. That is, three references are submitted for the complete proposal, not for each technical area being proposed. Is that correct? (This seems to be addressed in FAQ 155, but we thought something different might have been said on the conference call.)	Yes. A total of three (3) Vendor References are required for this RFO as stated in Item 15 of Exhibit A, Bid Package 1. For Bid Package 2 – Vendor Experience, each technical category must have three (3) projects with contact names.
133	Bid Package 1	References	Question regarding RFO Bid Package 1 - DBITS RFO DIR-TSO-TMP-253.docx, page 17, section 3.7.4 The RFO asks vendors to submit three references. Are you expecting three references for each type of service category or three total references?	Refer to item 15 of Exhibit A, Bid Package 1. A total of three (3) Vendor References are required for this RFO. For Bid Package 2 – Vendor Experience, each technical category must have three (3) projects with contact names.
134	Bid Package 2	References	I have a question regarding the vendor references. I know we need three (3) projects in the Vendor experience portion, but the contract states we need 3 references. The reference form references the type of project. So, are we to have three references per category we are bidding on? That is how we did it last time. My main reason I ask is I have multiple categories for the same customer. Should I list all categories for the customers and total the est. dollar amount across all the projects?	Refer to item 15 of Exhibit A, Bid Package 1. A total of three (3) Vendor References are required for this RFO. For Bid Package 2 – Vendor Experience, each technical category must have three (3) projects with contact names.
135	Bid Package 1, Attachment 4	References	We are assuming that this form including the field "You are hereby requested to provide a business reference for:" should be filled by the responding vendor in its entirety. Please confirm.	Correct.
136	Bid Package 5	References	We are assuming that the 3 references mentioned in Bid package 5 can also be reused as part of the projects in Bid package 2 across multiple technology categories if appropriate. Please confirm.	Correct.
137	Bid Package 2	References	Can the references provided directly to DIR be the same as those listed in Bid Package 2, Vendor Experience?	Yes.
138	Bid Package 2	References	Are subcontracted HUB vendors also required to submit 3 references per relevant technology category?	No, only the prime vendor is required to submit references.
139	Bid Package 5	References	Will DIR provide a confirmation that a customer reference has been received?	No, DIR will not provide confirmation that a customer reference has been received.
140	Bid Package 5	References	(Bid package 5) If a Prime is working with a HUB subcontractor with its submittal, and the Primes' HUB subcontractor is also submitting as a Prime, do both have to submit vendor references for the same categories identified? For example: 1. Prime – has 2 ERP vendor references 2. Prime's HUB Subcontractor – has 1 ERP vendor reference	All respondents will have to provide 3 references according to 3.7.4 of Bid Package 1. Vendors will receive a score of 0 for missing references.

No.	Question Reference	Type	Submitted Question	DIR Answer
141	Bid Package 5	References	Regarding the 3 major references requiring a formal response submitted directly to DIR, do these references need to be included in one of the category areas?	No, the references do not need to be included for one of the category areas.
142	Bid Package 1	Respondent Release of Liability (to reference)	The company or entity reference is requested to "disclose any and all information that you deem relevant relating to the above-named parties' business relationship." Shouldn't this request be specific to the contract that was canceled or terminated early?	DIR intends to request information specific to the cancelled contract; however, to the extent that the reference wants to provide information beyond that contract, which may be positive, DIR would like to give the reference the opportunity to do so.
143	Bid Package 1	Response Format and Contents	2. The RFP say on page 16 of Bid Package 1 that "Each thumb drive must be clearly marked as to its contents." How do you suggest we do this?	Respondent may apply a sticker label or mark the thumb drive with a permanent marker. The label should indicate the Vendor Name and response type -Complete Response, Confidential, Non-Confidential, or Copy Righted version.
144	Bid Package 1	Response Format and Contents	4. The instructions request forms to be submitted in MS Word format. Can we submit them in .pdf instead?	No. Only the HUB form is acceptable in .pdf.
145	Bid Package 1	Response Format and Contents	2. Section 3.7.2 of Bid Package 1 provides instructions for submitting copies, but I'm not finding information about whether hard copies should be single-sided or double-sided. Is there a preference for one or the other?	Double-sided is preferable.
146	Bid Package 1	Response Format and Contents	Are un-editable images allowed in the response, such as charts, diagrams, screen captures, etc.? These would be in either .BMP or .JPG format, and if so, which is preferred?	Yes, Vendors may submit items such as charts, diagrams and screen captures in .BMP, .JPG, or similar formats.
147	Bid Package 1, 3.7	Response Format and Contents	If a vendor is submitting responses to the State in more than one category will they be required to submit a complete package for each category or should they submit one consolidated response?	Vendors should submit one consolidated response per section 3.7 of Bid Package 1.

No.	Question Reference	Type	Submitted Question	DIR Answer
148	Bid Package 1,Section 3.7.2	Response Format and Contents	Should the 7 thumb drives be kept in a separate envelope and enclosed in the 3 ring binder along with the hardcopies?	Yes.
149	Bid Package 1, 3.7	Response Format and Contents	You indicate "The response materials on each thumb drive must be compatible with Microsoft Office, except for the HUB Subcontracting Plan, which is a PDF form". Please clarify: a) The Vendor Information Form has a signature page. Can we pdf the whole form or do we have to separate out the signature page and submit as a separate pdf, leaving the form in word? b) The Vendor PDAA is in PDF. Can it be submitted as a PDF?	a) Per Section 3.7.2, Number of Copies, Vendors must provide two (2) signed original hard copies of the HUB Subcontracting Plan (one in a separate envelope). The remaining copies of the HUB Subcontracting Plan are not required to be signed and should not be scanned, but be a completed version of the fillable PDF form. b) The Vendor PDAA is a Microsoft Excel spreadsheet.
150	Bid Package 1	Response Format and Contents	Is it permissible for Bidders to submit documents not available in Microsoft Office format in Adobe PDF format only (e.g., audited financial statements, insurance documentation, attachments or appendices, brochures)?	Vendors may submit documents such as insurance information in PDF format.
151	General	Response Format and Contents	Are attachments counted toward the total page limit, unless otherwise explicitly stated in the RFO?	Attachments are counted toward the total page limit unless otherwise explicitly stated in the RFO.
152	Bid Package 1, 3.7.2	Response Format and Contents	Bid Package 1, Section 3.7.2: This states: Each thumb drive must be clearly marked as to its contents. As thumb drives are small, may we just mark the thumb drive with our company name and have the contents as the label on the folder(s) that are on the thumb drive? Or do you require that the outside of the drive have the contents?	Respondent may apply a sticker label or mark the thumb drive with a permanent marker. The label should indicate the Vendor Name and response type - Complete Response, Confidential, Non-Confidential, or Copy Righted version.
153	Bid Package 1	Response Format and Contents	under section 3.7- Response format and contents. The section where the electronic RFO proposal needs to be submitted on the USB- these copies are they expected to be in a PDF format?	No, copies of documents on USBs should be provided in an editable format.
154	Bid Package 1	SOW	Are you looking for feedback (i.e. any exceptions or additions) to Attachment 1 - Sample Statement of Work as part of our response or is this for informational purposes only?	No. Attachment 1 is for informational purposes only.
155	Bid Package 1	SOW	Do we need to submit a sample SOW as part of our response? If so, do we include our own "boiler plate template" we would use for Technology Category project work?	No.
156	Bid Package 1, 2.0	SOW	You indicate that "The value of any one SOW may not exceed $1 million for state agencies". Can others using the DBITS mechanism issue larger contracts? How will the state deal with extensions and changes in scope to contracts that result in the $$ value of services to exceed $1 mn.	Per Section 2.1 of Bid Package 1, "The value of any one SOW may not exceed $1 million for state agencies (or $10 million for non-state agency DIR customers, including institutions of higher education) including all extensions, renewals, and change orders."
157	Bid Package 1, Attachment 2	SOW	For the 38 DBITS Statements of Work (SOWs) reviewed by DIR since September 1, 2015 please provide the review time required for each SOW prior to release to Vendors (start of solicitation period) and the review time required for each to get DIR approval after final negotiations between Customer and Vendor (end of solicitation period).	On average, DIR reviews draft SOWs in 11 business days and final SOWS in 2 days from submission.
158	Bid Package 1, Attachment 10	SOW	Under Attachment 1 Statement of Work Template, Section 10: 10. Additional Customer Terms and Conditions, it says "Customers may negotiate the terms and conditions of a SOW to suit their business needs so long as the SOW terms and conditions do not conflict or weaken the DIR master contract". How will DIR decide if the terms and conditions do or do not conflict or weaken the master contract? Will each SOW need to be reviewed?	DIR reviews and approves Statements of Work for state agencies greater than $50,000. Other DIR Customers should work with their legal counsel regarding any additional required terms and conditions.
159	Bid Package 1	Technology Categories	Is the list of example services under each category comprehensive or could other types of services be considered?	The list of examples is not meant to be the exclusive list but rather general indications of the types of services within a given Category. Other types of services within scope of the category could be considered. Agencies would consult with DIR to assess under which category, if any, the project may be appropriate.

No.	Question Reference	Type	Submitted Question	DIR Answer
160	Bid Package 1	Technology Categories	Would you be interested to see OCR processing software and services on this contract? We also provide scanning services – not sure if that fits this one but if you are interested will submit it!	This solicitation is for deliverables-based information technology services. The technology categories for this solicitation are listed in section 2.2 of Bid Package 1. No hardware or software products may be sold through a contract resulting from this RFO.
161	Bid Package 1	Technology Categories	Is it possible to bid on few categories mentioned on page#5?	Vendors may choose to respond to any number of Technology Categories.
162	Bid Package 1	Technology Categories	I noticed that most of the Technology Categories include training services. However, 2.2.8 Application Development does not list training under the example services list. Does this mean that training services are not considered a part of this category?	The list of examples is not meant to be the exclusive list but rather general indications of the types of services within a given Category. Other types of services within scope of the category could be considered. Agencies would consult with DIR to assess under which category, if any, the project may be appropriate.
163	Bid Package 1	Technology Categories	Please advise if Independent / 3rd Party Software Maintenance is allowable under this DBITS contact - DIR-TSO-TMP-253?	Software Maintenance may be considered under Application Maintenance and Support as a fixed fee deliverable. No hardware or software products may be sold through a contract resulting from this RFO.
164	Bid Package 1	Technology Categories	Could Independent/3rd Party Software Maintenance fall under the category of Application Maintenance and Support?	Software Maintenance may be considered under Application Maintenance and Support as a fixed fee deliverable. No hardware or software products may be sold through a contract resulting from this RFO.
165	Bid Package 1	Technology Categories	Please advise if Independent/Third Party Maintenance is in scope of this RFO.	Software Maintenance may be considered under Application Maintenance and Support as a fixed fee deliverable. No hardware or software products may be sold through a contract resulting from this RFO.
166	Bid Package 2	Technology Categories	If the vendor is only responding to a few of the technology categories, do we remove the categories from the document to which there is no interest or leave them blank? I found information regarding the following: If Vendor has less than three (3) per category, leave the remaining project elements blank. All blank projects will be scored as a zero (0). However, this doesn't address my question regarding categories to which there is no interest in participating for the RFO. I checked the Frequently Asked Questions document and the closest item that I could find was as: 1. Can you bid just 1 or 2 categories & how will that be scored? Answer: Vendors may submit responses for one, two or any number, up to all Technology Categories. The Technology Categories will be scored independently. I still couldn't find instructions as to if we simply leave the information blank for any category to which there is no bidding or if the items can be removed from the document. If the expectation is to leave the document in its original form but leave uninterested categories blank, will there be any scoring for any of these categories? Does this make sense to which I am inquiring?	Yes. Categories to which a Vendor is not responding may be removed.

No.	Question Reference	Type	Submitted Question	DIR Answer
167	Bid Package 1, 2.2	Technology Categories	What is the Technology Stack for services under section 2.2.2, 2.2.3, 2.2.5, 2.2.6, 2.2.7, and 2.2.8?	DIR does not maintain this information for DIR Customers.
168	Bid Package 1, 2.2	Technology Categories	What is the size and count of applications in each technology area (Approximate count of users) mentioned in section 2.2.2, 2.2.3, 2.2.5, 2.2.6, 2.2.7, and 2.2.8?	DIR does not maintain this information for DIR Customers.
169	Bid Package 2, Section A-1	Technology Categories	Does the State of Texas DBITS foresee the use of cloud technologies as opportunities for data, infrastructure, application development, service management, security, and telecommunications?	DIR cannot anticipate the way in which DIR Customers will use cloud technologies in relation to DBITS Contracts.
170	Bid Package 2, Section A-1	Technology Categories	When collaborating on an opportunity, will the State of Texas DBITS own the means and ways (development process) for application development and management? Will the Vendor need to follow the SDLC of Texas DBITS?	There is no single "State of Texas DBITS." Each DIR Customer will develop their own Statements of Work for selected DBITS categories based on their technology needs.
171	Bid Package 2, Section A-1	Technology Categories	Does the State of Texas DBITS have a preferred target delivery channel (such as desktop, mobile, web) for developed applications?	Each DIR Customer will develop their own Statements of Work for selected DBITS categories based on their technology needs.
172	Bid Package 2, Section B – Category 5	Technology Categories	Does the State of Texas DBITS envision transformation and migration of legacy systems to modern ecosystems, to also extend to their own development practices and processes, which may include education and thought leadership?	Each DIR Customer will develop their own Statements of Work for selected DBITS categories based on their technology needs.
173	Bid Package 2, Section B – Category 7	Technology Categories	Does “web-based” technology include the use of cloud and mobile technologies?	Yes.
174	Bid Package 1, Section 2.2.4	Technology Categories	a) Is there any specific preference for the ERP products among the Texas Agencies. (For e.g. SAP, Oracle etc.) b) What is the current Technology stack of the existing Application Portfolio? c) Does the State have any preferred target Technology stack? If yes, please state the same.	A) DIR customers determine preferences for ERP products. B) This information is not available. C) No.
175	Bid Package 1	Technology Categories	Is there a centralized PMO that guides all the development/Enhancement for all systems OR projects are managed by individual PMs and follow multiple methodologies?	No. DIR Customers will determine the approach and develop the criteria for each SOW.
176	Bid Package 1	Technology Categories	Does the State have any preferred method of implementation - Agile v/s Waterfall v/s Iterative or it is open to vendor's recommendation on implementation methodology approach?	No, the State does not have a preferred methodology. The methodology used may vary, depending on the Statement of Work. DIR Customers may require certain development methodologies or they may allow the vendors to propose the methodology.
177	Bid Package 1, 1.1	Technology Categories	On page 2 you indicate that will not be awarding more than 5 contracts for the category BI/ DW. This is a substantially and dramatically smaller number of contracts than all other categories. Given that data management is on the strategic plan of almost all agencies, what is DIR’s rationale for this? In particular, do you expect related data integration work to be performed in some other category, such as Technology migration or Application Development? What mechanism do you have in place to ensure that your customers use appropriate categories to issue DBITS SOWs?	DIR analyzed use and sales through existing Contracts. BI/DW is utilized significantly less than other DBITS categories, as noted in Attachment 2 to Bid Package 1 of the RFO. DIR reviews and approves Statements of Work for state agencies and provides training to other customers regarding the use of DBITS contracts.

No.	Question Reference	Type	Submitted Question	DIR Answer
178	Bid Package 1	Technology Categories	Are there preapproved technologies that projects must standardize on? If not, is there a list of common or preferred technologies and software vendors?	DIR Customers determine technology requirements for DBITS Statements of Work.
179	Bid Package 1	Technology Categories	Are customers looking to expand into emerging technologies such as IoT, virtual reality, augmented reality, etc.?	DIR cannot anticipate the projects Customers may request.
180	Bid Package 1	Technology Categories	Does DIR expect projects to have technology teams that would work closely with a vendor to deliver projects or do customers rely on DIR approved vendors for the full project delivery? Is that case by case?	This is on a case by case basis. DIR Customers determine their level of project involvement.
181	Bid Package 1	Technology Categories	Are there standardized or preferred tools that are currently used by customers for requirements definition, functional testing, automation, performance, security, test management etc.?	No. The tools used may vary, depending on the Statement of Work. DIR Customers may require certain tools or they may allow the vendors to propose the tools to be used.
182	Bid Package 1	Technology Categories	Are there specific ERP technologies (Peoplesoft, SAP, etc.) or functions (HR, finance, etc.) that you would like to see detailed in our approach or project experience?	No.
183	Bid Package 1	Technology Categories	Information Technology Assessments and Planning 1) Definition: IT Assessments and Planning may include IT effectiveness, maturity, governance, project management and architecture. Strategic planning activities may include mission statement development, visioning and goals, objectives, and strategy development. Tactical planning may require that actionable plans and roadmaps be provided. 2) Examples of included services: IT assessments, including enterprise architecture and cloud assessments; staff knowledge, skills and abilities (KSAs) assessments; bandwidth assessments, network performance and strategic and tactical planning. Are we precluded from responding to an RFP for required services if we've performed an assessment related to those services?	DIR cannot answer definitively regarding all potential IT Assessments and Planning engagements; however, it is possible that a vendor could be precluded from performing follow-on work related to an assessment it performed. Vendors may ask the Customer to clarify prior to responding to a Statement of Work.
184	Bid Package 1 - DBITS RFO DIR-TSO-TMP-253	Technology Categories	Bid Package 1, section 2.2.2 - Application Maintenance and Support, does DIR have visibility on languages other than English for AMS service? If so, please share the language names.	No, DIR does not have visibility on languages.
185	Bid Package 1 - DBITS RFO DIR-TSO-TMP-253	Technology Categories	Bid Package 1, section 2.2.4 Enterprise Resource Planning (ERP) - does DIR have visibility on ERP technologies that are in scope ? If yes, please share a percentage split of individual technology footprint across customers / agencies. Also, with regards to the ERP landscape, please share any information around current challenges, roadmap, plans on consolidation if there are multiple ERPs across the agencies, and any planned Upgrades/Migrations from Older versions to latest ones	No, DIR does not have this information.
186	Bid Package 1 - DBITS RFO DIR-TSO-TMP-253	Technology Categories	Bid Package 1, Section 2.2.6 - Technology/Upgrade Migration and Transformation, is DIR seeking to seek modernization of applications in any specific legacy platforms or languages, e.g. mainframe, Visual Basic 6, etc.? If so, please indicate key languages and platforms.	DIR Customers determine the scope of their Statements of Work.

No.	Question Reference	Type	Submitted Question	DIR Answer
187	Bid Package 1 - DBITS RFO DIR-TSO-TMP-253	Technology Categories	Bid Package 1, Section 2.2.6 - Technology/Upgrade Migration and Transformation, is DIR seeking to port or "re-platform" mainframe applications to distributed infrastructure, i.e. re-hosting?	DIR Customers determine the scope of their Statements of Work.
188	Bid Package 1 - DBITS RFO DIR-TSO-TMP-253	Technology Categories	Bid Package 1, Section 2.2.6 - Technology/Upgrade Migration and Transformation, is DIR seeking to migrate commercial Unix applications, e.g. Solaris, AIX, HP/UX, applications to lower-cost platforms? If so, is the expected target Linux, Windows, or a specific cloud infrastructure?	DIR Customers determine the scope of their Statements of Work.
189	Bid Package 1 - DBITS RFO DIR-TSO-TMP-253	Technology Categories	Bid Package 1, Section 2.2.6 - Technology/Upgrade Migration and Transformation, does DIR anticipate the need to plan modernization of major (>5,000,000 LOC of COBOL) legacy application or portfolio of applications?	DIR Customers determine the scope of their Statements of Work.
190	Bid Package 1 - DBITS RFO DIR-TSO-TMP-253	Technology Categories	Bid Package 1, section 2.2.8 Application Development, any preferred application development methodology? E.g. Waterfall, Agile Scrum etc.,	No, the State does not have a preferred methodology. The methodology used may vary, depending on the Statement of Work. DIR Customers may require certain development methodologies or they may allow the vendors to propose the methodology.
191	Bid Package 1 - DBITS RFO DIR-TSO-TMP-253	Technology Categories	Bid Package 1, section 2.2.8 Application Development, any preferred software technologies for application development?	DIR Customers determine their preferred software technologies for application development.
192	Bid Package 1 - DBITS RFO DIR-TSO-TMP-253	Technology Categories	Bid Package 1, Section 2.2.9 - Independent Verification and Validation (IV&V), please share the scope of testing as part of IV&V tower- Does it include functional, System Integration ,automation and non-functional testing(performance , security etc.) ?	DIR Customers determine the scope of their Statements of Work.
193	Bid Package 1 - DBITS RFO DIR-TSO-TMP-253	Technology Categories	Bid Package 1, Section 2.2.9 - Independent Verification and Validation (IV&V), please share the list of testing tools currently being leveraged?	DIR Customers determine the scope of their Statements of Work.
194	Bid Package 1 - DBITS RFO DIR-TSO-TMP-253	Technology Categories	Bid Package 1, Section 2.2.9 - Independent Verification and Validation (IV&V), kindly share any challenges from testing stand point?	DIR does not maintain this information. DIR Customers determine the scope of their Statements of Work.
195	Bid Package 1 - DBITS RFO DIR-TSO-TMP-253	Technology Categories	Bid Package 1, Section 2.2.9 - Independent Verification and Validation (IV&V), as part of Deliverables based IT services, please share the typical testing deliverables considered?	DIR does not maintain this information. DIR Customers determine the scope of their Statements of Work.
196	Bid Package 1 - DBITS RFO DIR-TSO-TMP-253	Technology Categories	Bid Package 1, Section 2.2.9 - Independent Verification and Validation (IV&V), please share any specific testing methodology/ process that is currently being followed?	DIR does not maintain this information. DIR Customers determine the scope and methodologies regarding their Statements of Work.
197	Bid Package 1 - DBITS RFO DIR-TSO-TMP-253	Technology Categories	Bid Package 1, Attachment 2, it is mentioned that 13 customers have leveraged IV&V services. Can you share some details around which areas (development, maintenance, ERP, BI/DW etc.) this service was offered?	DIR does not maintain this information. DIR Customers determine the scope and methodologies regarding their Statements of Work.
198	Bid Package 4	Terms and Conditions	What if we have objection in standard terms and conditions, will it be considered hampering 5% weightage?	Per Section 2.5.2 of Bid Package 1, the number and significance of exceptions taken may negatively impact the Vendor's score at evaluation.
199			RESERVED – intentionally left blank.	

No.	Question Reference	Type	Submitted Question	DIR Answer
200	Bid Package 4	Terms and Conditions	Can you please clarify how the DIR Administrative fee related to a specific SOW / PO issued under this contract vehicle is calculated? (Std Terms and Conditions Section 8.B.4) Administratively, how is the fee paid to DIR, via invoice from DIR or direct payment (without invoice) to DIR?	Calculation of the administrative fee is based on total SOW/PO sales per month multiplied by 0.075. Payment is made directly to DIR without invoice.
201	Bid Package 4	Terms and Conditions	1. Section 9 of Appendix A – Standard Terms and Conditions: Just below the header of Section 9, the form contract states generally that "No exceptions or revisions will be considered in C-M, O-S, V-W." Some of these sections are explicitly marked with further "no exceptions" restrictions, but other sections are not. For example, Section 9(I), 9(J), and 9(k) do not contain an explicit "no exceptions or revisions will be considered" noted under the specific sections, but are swept into the general statement at the beginning Section 9. Can the State clarify which guidance should control in determining what sections are not subject to negotiation by DIR?	DIR has corrected this discrepancy and replaced Bid Package 4 in its entirety.
202	Bid Package 4	Terms and Conditions	In the Bidders' Conference, DIR indicated that certain terms and conditions would not allow exceptions to be considered. However, some terms and conditions have been removed. For example, DIR has removed the 30 day warranty and the mutual non-solicitation provisions. What impact, if any, will vendors' additional provisions have on scoring?	DIR reviews and updates terms and conditions routinely. Any additional terms vendors propose will be counted as exceptions.
203	Bid Package 4	Terms and Conditions	Some of the terms and conditions in this document have been marked " NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED" . It is our understanding that these are mandatory terms and we cannot provide exceptions for the same. We can however provide exceptions, if necessary, for the Terms and conditions which have not been marked as " " NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED" . Please confirm .	Correct.
204	Bid Package 4	Terms and Conditions	Appendix A Standard Terms and Conditions 6.B: If we are awarded a DIR contract, are there other requirements for the vendor webpage that are not listed in Appendix A?	All webpage requirements are listed in Appendix A, Section 6B.
205	Bid Package 4	Terms and Conditions	In Section 9, it states that "no exceptions or revisions will be considered in C-M, O-S, V-W". In certain sub-sections, in Section 9.C for example, it also contains the following instruction: "Note: No exceptions or revisions will be considered". However, there are certain sub-sections which would be in the range of sections listed in the "C-M" range that do not contain that language in the individual sub-section such as the language in section 9.C. For example, Section 9.I regarding security of premises and personnel does not have the instruction that "Note: No exceptions or revisions will be considered". Which instruction should take precedence? Should the instruction under section 9 take precedence or should respondents rely upon the individual sub-sections to indicate whether exceptions or revisions will be considered?	DIR has corrected this discrepancy and replaced Bid Package 4 in its entirety.
206	Bid Package 4	Terms and Conditions	Can vendors negotiate their own terms for invoicing beyond what's defined in Appendix A of the DIR-TSO-TMP-253?	Vendors may list exceptions to Appendix A, Standard Terms and Conditions; however, Vendors should review Bid Package 1 - Section 2.5.2, Proposed Changes and Exceptions, regarding exceptions to standard terms. Requested terms will be treated as exceptions to the Standard Terms and Conditions.

No.	Question Reference	Type	Submitted Question	DIR Answer
207	Bid Package 4	Terms and Conditions	If a vendor has a contract with a state agency outside of a DIR contract because it exceeds One Million dollars and is awarded this DIR contract does Bid Package 4, Standard Terms and Conditions, Section 5.B.3, require that vendor to purchase all Commodity items for the agency's contract with vendor under a DIR Contract even if it is not the contract awarded under this RFO?	Section 5.B.3 does not apply to contracts with state agencies that were competitively bid because they exceed $1 million in total value.
208	Bid Package 4	Terms and Conditions	Will we be disqualified if we take exception to Appendix A – Standard T&Cs?	See Section 2.5.2 - Proposed Changes and Exceptions.
209	Bid Package 4	Terms and Conditions	Is it agreeable to DIR that we negotiate the indemnification clause to a result that is mutually agreeable to both parties as part of this contract?	It is at the vendor's discretion to determine exception(s) for consideration. Note, the number and significance of exceptions taken may negatively impact the Vendor's score at evaluation.
210	Bid Package 2, section A-1/A-2	Vendor Experience	For example, A-1, Question 3 can the requested sample be provided in the Appendix (instruction says do not refer to other sections so we want to make sure that this is ok)?	For this section, the sample as an attachment is acceptable and should be clearly referenced and marked.
211	Bid Package 2	Vendor Experience	Do projects in the vendor experience section required to be w/in Texas Institution?	No.
212	Bid Package 2, A-1 #3&#6	Vendor Experience	Sample Bus Reqs and Systems Design Doc, how would this pertain to/be fulfilled by 6) IT Assessment and Planning	Bid Package 2 has been updated to reflect that the sample Business Requirements and System Design Documents are relevant to Technology Categories 1, 2, 3, 5 and 7. Vendors responding to Technology Categories 4, 6 and 8 should provide documents and deliverables related to those categories.
213	Bid Package 2, A-1, 6&7	Vendor Experience	If we intend to respond to Cat 6 IT Assessments, would these req be relevant?	Bid Package 2 has been updated to reflect that the sample Business Requirements and System Design Documents are relevant to Technology Categories 1, 2, 3, 5 and 7. Vendors responding to Technology Categories 4, 6 and 8 should provide documents and deliverables related to those categories.
214	Bid Package 2, A-1 #3	Vendor Experience	Given that we would respond to Category 6 IT Assessments Only would the sample bus. Reqs & Sys Reqs doc be relevant? If not, how do we handle responding to this then?	Bid Package 2 has been updated to reflect that the sample Business Requirements and System Design Documents are relevant to Technology Categories 1, 2, 3, 5 and 7. Vendors responding to Technology Categories 4, 6 and 8 should provide documents and deliverables related to those categories.
215	Bid Package 2	Vendor Experience	Can the prime use project examples from its partners?	Yes. However, the project experience must be clearly identified as the partner's experience. All Vendor experience will be evaluated considering the scope of project responsibilities.
216	Bid Package 2	Vendor Experience	When submitting vendor experience will Prime vendors be able to use team members experience?	Yes. However, the project experience must be clearly identified as the team member's experience. All Vendor experience will be evaluated considering the scope of project responsibilities.
217	Bid Package 2	Vendor Experience	Since I am starting up my company and don't have any projects yet to refer to on the vendor experience section, is it possible to use recent projects I was employed on?	While DIR will not advise Vendors regarding proposal content, it is important that vendors understand that DIR is seeking information regarding vendor experience for which the Vendor or its team (not just individuals employed by the Vendor) were responsible.

No.	Question Reference	Type	Submitted Question	DIR Answer
218	Bid Package 2	Vendor Experience	For RFO DIR-TSO-TMP-253 Bid Package 2: Section A-1 Numbers 3 and 6 reference a sample "Business Requirements Document" and "System Design Document"; how would this pertain to/be fulfilled by 6) Information Technology Assessment and Planning?	Bid Package 2 has been updated to reflect that the sample Business Requirements and System Design Documents are relevant to Technology Categories 1, 2, 3, 5 and 7. Vendors responding to Technology Categories 4, 6 and 8 should provide documents and deliverables related to those categories.
219	Bid Package 2	Vendor Experience	Do projects in the vendor experience section required to be with Texas institutions?	No.
220	Bid Package 2	Vendor Experience	Since I am a startup my company as of yet does not have any projects to refer to in the vendor experience section however I have over 18 years in IT with various private and public companies. Is it possible to use recent projects I have been a part of as an employee to fulfill that requirement in the RFO?	While DIR will not advise Vendors regarding proposal content, it is important that vendors understand that DIR is seeking information regarding vendor experience for which the Vendor or its team (not just individuals employed by the Vendor) were responsible.
221	Bid Package 2	Vendor Experience	Question related to Bid Package 2, page 5, section A-1, item #3 asks for sample Business Requirements Document and System Requirements Specification Document from previous project. Given that we would respond to category 6 IT Assessments only, would these documents be relevant? If not, how do we handle responding to this item?	Bid Package 2 has been updated to reflect that the sample Business Requirements and System Design Documents are relevant to Technology Categories 1, 2, 3, 5 and 7. Vendors responding to Technology Categories 4, 6 and 8 should provide documents and deliverables related to those categories.
222	Bid Package 2	Vendor Experience	Question related to Bid package 2, page 5, items 6 and 7, if we intend to only respond to category 6, IT assessments, would these requirements be relevant? If not, how do we handle responding to these requirements?	Bid Package 2 has been updated to reflect that the sample Business Requirements and System Design Documents are relevant to Technology Categories 1, 2, 3, 5 and 7. Vendors responding to Technology Categories 4, 6 and 8 should provide documents and deliverables related to those categories.
223	Bid Package 2	Vendor Experience	Question related to Bid package 2, page 5, items 6 and 7, if we intend to only respond to category 6, IT assessments, would these requirements be relevant? If not, how do we handle responding to these requirements?	Bid Package 2 has been updated to reflect that the sample Business Requirements and System Design Documents are relevant to Technology Categories 1, 2, 3, 5 and 7. Vendors responding to Technology Categories 4, 6 and 8 should provide documents and deliverables related to those categories.
224			RESERVED – intentionally left blank.	
225	Bid Package 2	Vendor Experience	1. Will the past performance of subcontractor partners be considered in vendor responses to Bid Package 2 – Vendor Experience? 2. If a firm has supported a DBITS project as a sub-vendor, can that experience be included in the Bid Package 2 – Vendor Experience section?	1. Past performance of the vendor submitting the response will be considered. 2. Yes. However, the project experience must be clearly identified as the sub-vendor's experience. All Vendor experience will be evaluated considering the scope of project responsibilities.
226	Bid Package 2, Section A-1	Vendor Experience	Questions #3 and #6 ask for sample documents. Is it acceptable to embed the vendor's completed deliverables as a file into the Word proposal document (see image below)? The embedded document appears as a file icon that will need to be opened by DIR by double-clicking on the image? If not acceptable or preferred, should the vendor provide the sample documents in an Appendix to Bid Package 4? If the embedded file is acceptable, does DIR want the sample documents to be included in an Appendix for the printed binder?	Embedded documents are acceptable but must also be clearly marked and referenced as separate electronic and printed attachments should the evaluator be unable to open the embedded document.
227	Bid Package 2, Section A-2	Vendor Experience	Is it acceptable to delete Section A-2 from the response if the vendor is not proposing on the Information Technology Procurement Assistance category?	Yes.

No.	Question Reference	Type	Submitted Question	DIR Answer
228	Bid Package 2, Section B	Vendor Experience	Is it acceptable to delete the categories the vendor is not proposing on? For example, may the vendor delete pages 8-16 and 23-33 if the vendor is responding to technology categories 4 “Project Management” and 5 “Technology Migration/Upgrade and Transformation” only?	Yes.
229	Bid Package 2	Vendor Experience	5. We may not have been asked by previous clients to create and submit some of the documents being asked for in questions 1-10 in Section A-1: Vendor’s Business Management General Approach for Technology Categories 1-8. What should we submit if we do not have a request formal document?	Respond as accurately as possible and clarify where appropriate.
230	Bid Package 2	Vendor Experience	On Bid Package 2 - Section A – 10-page limit applicable for each category or all categories together?	The ten-page limit applies to all categories in Sections A-1 and A-2 combined.
231	Bid Package 2	Vendor Experience	On Bid Package 2 - Section B - Is there any page limits for each category?	No.
232	Bid Package 2	Vendor Experience	On Bid Package 2 - What is spilt in Scoring between Section A & Section B for each category?	Please reference section 4.2 of Bid Package 1 for information on Evaluation Criteria. DIR does not plan to provide additional information related to scoring.
233	Bid Package 2	Vendor Experience	On Bid Package 2 - Section B Experience - Can vendor include projects that does not track through Previous DBITS Contract?	Yes.
234	Bid Package 2	Vendor Experience	On Page 2 of 33 Bid Package 2 – Vendor Experience. Vendors are to provide three (3) projects within each category, two of which were completed within the last four (4) years. Do you require only prime contractor experience or can we show the subcontractor or teaming partner experience for the categories we are planning to bid?	Yes. However, the project experience must be clearly identified as the subcontractor or partner's experience. All Vendor experience will be evaluated considering the scope of project responsibilities.
235	Bid Package 2, section A-1, item number 8	Vendor Experience	“Describe the Vendor’s expertise in training including developing, delivering, and documentation. Response should demonstrate how the Vendor has integrated all the training components into an effective learning experience for clients in the past.” If we don’t perform training engagements and/or engagements haven’t contained a training component, how should we answer? How will this affect the scoring compared to other respondents who may have performed a training engagement?	Respond as accurately as possible and clarify where appropriate.
236	Bid Package 2 Section 1	Vendor Experience	The Vendor Experience Response Instructions state the Vendors shall describe their approach to general business management by responding to each overall requirement in Section A. Some of the requirements don’t appear to apply to a particular technology category and may not be a requirement that a responding Vendor typically performs. For example, requirement #6 calls for providing a System Design Document (SDD) from a previous project for the Project Management category. Please confirm if the Department is expecting each category to have a response for every requirement.	Respond as accurately as possible and clarify where appropriate. Bid Package 2 has been updated to reflect that the sample Business Requirements and System Design Documents are relevant to Technology Categories 1, 2, 3, 5 and 7. Vendors responding to Technology Categories 4, 6 and 8 should provide documents and deliverables related to those categories.
237	Bid Package 2 Section 1	Vendor Experience	In the first paragraph of Section 1. Vendor Experience Response Instructions, it states that in responding to Section A, “There is a ten-page limit for Section A.” Is this to mean that there is a ten-page limit for the response to each, individual Technology Category, or that there is an inclusive, ten-page limit for the response to all of the Technology Categories that a Vendor seeks to respond to? For example, if a Vendor seeks to respond to three Technology Categories, is the page limit ten (10) pages or thirty (30) pages?	The ten-page limit applies to all categories in Sections A-1 and A-2 combined.
238	Bid Package 2 Section A-1	Vendor Experience	Is it acceptable to provide one sample Business Requirements Document, System Requirements Specification Document (Req. #3), and System Design Document (Req. #6) to satisfy the same approach requirement across multiple Technology Categories and include the documents as an attachment or appendix?	This is acceptable for Section A of Bid Package 2. The sample documents must be clearly referenced and marked.

No.	Question Reference	Type	Submitted Question	DIR Answer
239	Bid Package 2 Sections A-1 and A-2	Vendor Experience	For the questions that are replicated across Sections A-1 and A-2 (Questions #1, #2, #4, #7, and #10 in Section A-1 and Questions #1, #2, #4, #5, and #6 in Section A-2), is the Vendor allowed to replicate responses to the questions for content that is applicable to multiple Technology Categories? Or is DIR seeking responses to these replicated questions across the two sections to be catered and specific to each Technology Category?	Bid Package 2 has been updated to reflect that the sample Business Requirements and System Design Documents are relevant to Technology Categories 1, 2, 3, 5 and 7. Vendors responding to Technology Categories 4, 6 and 8 should provide documents and deliverables related to those categories. Response to Section A-2 will be applicable to Technology Category 9.
240	Bid Package 2	Vendor Experience	If a vendor is bidding on multiple categories within A-1 and A-2, must the total response be contained within 10 pages?	Yes.
241	Bid Package 2	Vendor Experience	Does the State want to see the response format to Section A-1 and A-2 presented in a narrative format or the table format included in the RFO?	Table format is preferred.
242	Bid Package 2	Vendor Experience	Is the Vendor required to provide answers for section A-2 of Bid Package 2 – Vendor Experience if they are not seeking the Information Technology Procurement Assistance category as these questions specifically pertain to this category?	No.
243	Bid Package 7	Vendor Experience	DIR's response to Question #118 reads: Vendor may include engagements where they were subcontractors with another Vendor as the prime. Question #145 reads: Do the vendor experience projects listed in the technology categories have to be projects where the vendor was a prime contractor? DIR's response reads: Yes. Question #147 reads: For a project engagement where a vendor acted as a subcontractor to a prime vendor of a state agency, should the state agency be the reference point or the Prime Vendor? In this example the prime vendor is just supplying the contract vehicle and the subcontractor is supplying the consulting resources. DIR's response reads: If a Vendor chooses to use such a reference, Vendor must provide BOTH the Customer reference and the Prime Vendor reference. DIR's response to Question #149 reads: Vendors may use projects which included subcontractor to meet experience requirements, as long as the Vendor submitting the response was the prime. The references and qualifications provided must be references for the prime Vendor submitting the response. The answers given by DIR to the above questions, as well as the items mentioned during the Vendor Conference Call on 8/17, seem to contradict one another. Can DIR please clarify whether or not Vendor references can be used for projects when the Vendor was a subcontractor? Also, can DIR please clarify whether or not the reference for such a project should come from the Prime Contractor or from the Client?	Respondent may use projects/references in which the respondent was a subcontractor. The reference should come from the Client.
244	Bid Package 2	Vendor Experience	One of our references would prefer that we not provide specific details about a project engagement with them, as the nature of the project gives them a competitive advantage. They are available for contact via an introductory email, but they are not willing to disclose details that will become public information. Would this email be acceptable? How would DIR recommend completing the project experience form?	The vendor should select project contacts who would be able to respond to project inquiries. It is at the project contact's discretion what information they would like to disclose.
245	Bid Package 2	Vendor Experience	DIR requests that the work performed be "clearly identifiable as related to a single Technology Category". Please specify which numbered section (e.g., 1.1.x) is applicable for identifying the work performed.	The element descriptions must be identifiable or specific to that category in Section B, Bid Package 2.
246	Bid Package 2	Vendor Experience	Can the same reference by used in multiple Technology Categories (e.g. Section B: Detailed Technology Category Experience Spreadsheet)?	Yes.

No.	Question Reference	Type	Submitted Question	DIR Answer
247	Bid Package 2	Vendor Experience	Do the references used in Section B: Detailed Technology Category Experience Spreadsheet have to be the same as the ones we send a reference questionnaire (Bid Package 5) to complete?	No.
248	Bid Package 2, A-1 & A-2	Vendor Experience	A-1, Item 3, states "Provide a completed Business Requirements Document and a System Requirements Specification/ Document from a previous project. This sample document will not count against the established page limit." A-1, Item 6, states "Provide a completed System Design Document from a previous project. This sample document will not count against the established page limit." A-2, Item 3 states "Provide a completed deliverable for a previous Information Technology Procurement Assistance project. The project does not have to identify the Customer; however, it must be representative of the level of detail and content that will be contained in deliverables. This document will not count against the established page limit." These documents are frequently hundreds of pages in length. Is it your intention that we include the entire sample document or will a Table of Contents and selected sections suffice?If you want the entire document, would including electronic files only on the thumb drives be acceptable?	Provide the entire sample document(s). Include the clearly referenced and marked file(s) on the thumb drive.
249	Bid Package 1,Section 4.2.2	Vendor Experience	It is mentioned that "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). "Do we need to provide details of the projects that we are currently performing for the State of Texas.	No.
250	Bid Package 2	Vendor Experience	In Bid Package 2, Vendor Experience, does the contact for each project need to be a client contact or could this be someone within our firm who can provide specific details about the project?	The contact must be a client contact.
251	Bid Package 2	Vendor Experience	Looking at relevant Project Experience to provide for Application Development, is there a typical or average size project the customer usually requests?	DIR cannot anticipate the size projects Customers may request.
252	Bid Package 2	Vendor Experience	Is there any benefit to providing more than three Project Experiences per category?	No, there is no benefit to providing more than three Project Experiences per category.
253	Bid Package 2	Vendor Experience	The RFO mentions that there is a 10-page limit for Section. A. Section A instructions themselves take up at least 3 pages. We would like to request a page limit of 13 pages to compensate for the 3 pages of instructions	Vendors may exclude instructions from the 10-page limit.
254	Bid Package 2	Vendor Experience	For Section B instructions, it states: "Vendors are to provide three (3) projects within each category, two of which were completed within the last four (4) years. If Vendor has less than three (3) per category, leave the remaining project elements blank. All blank projects will be scored as a zero (0). For each Technology Category for which the vendor is responding, the information must be provided for three (3) separate projects. At least two (2) of the projects must have been completed by the Vendor within the last forty-eight (48) months." Please clarify if the the requested 2 projects must have been completed within the last 4 years of 48 months.	Yes, two projects must have been completed within the last four (4) years/48 months.

No.	Question Reference	Type	Submitted Question	DIR Answer
255	Bid Package 2, Section 1	Vendor Experience	RFO Section: Bid Packet 2: Vendor Experience, Section 1. Vendor Experience Response Instructions. RFO language: "Vendors are to provide three (3) projects within each category, two of which were completed within the last four (4) years." Question: If a client project covers many phases and tasks, and the task relative to the Vendor Experience Category is complete, (for example Project Management), however, the full project for the client is not complete, is the completed service (task/phase) an acceptable project experience example?	Yes.
256	Bid Package 2	Vendor Experience	If Vendor will be responding to Technology Category 9 (Information Technology Procurement Assistance) as well as one or more of the first eight Technology Categories is the ten-page limit for Sections A-1 and A-2 combined or can each Section (A-1 AND A-2) consume up to ten pages?	The ten-page limit applies to all categories in Sections A-1 and A-2 combined.
257	Bid Package 2 - Vendor Experience	Vendor Experience	Reference to Bid Package 2, Section B: Detailed Technology Category Experience Spreadsheet, of the RFO: "1.1.1 Client Name". If the client's confidentially requirements restrict us from sharing the client's name, can we include the project example with client's name masked?	Yes, Vendors may provide project details but omit the Client's name if required by confidentiality agreements.
258	Bid Package 2 - Vendor Experience	Vendor Experience	Reference to Bid Package 2, Section B: Detailed Technology Category Experience Spreadsheet, of the RFO: "1.1.2 Contact Name". Can the Contact Name for a Vendor Project be the account manager deployed by the Vendor (i.e. Vendor's employee) – who may help liaison communication with referenced customer at later stage as required?	No, the contact name must be a customer.
259	Bid Package 2	Vendor Experience	Please define "change management" as it appears in each category. Does it reference project scope change management or organizational change management?	Change management does not include organizational change management. Provide a change management description applicable to your project sample.
260	Bid Package 2	Vendor Experience	In the Application Development category, is Enterprise Content Management Systems requirements gathering, design, and implementation an acceptable service offering?	The list of examples is not meant to be the exclusive list but rather general indications of the types of services within a given Category. Other types of services within scope of the category could be considered. Agencies would consult with DIR to assess under which category, if any, the project may be appropriate.
261	Bid Package 2	Vendor Experience	In the Application Development category, does configuration of a content management system qualify? For example, workflows, forms, site configuration within a CMS.	The list of examples is not meant to be the exclusive list but rather general indications of the types of services within a given Category. Other types of services within scope of the category could be considered. Agencies would consult with DIR to assess under which category, if any, the project may be appropriate.
262	Bid Package 2	Vendor Experience	Regarding "Contact Person" for a project as represented in the categories, is it acceptable if the contact no longer works at the organization?	Yes.
263	Bid Package 2	Vendor Experience	In project descriptions, please further define "Actual Communication Plan" – "Who/What/When" – what information is DIR seeking? A formal communication plan template? Individual project communication plans? Who within the organization was impacted by the project? Other?	Provide a communication plan description applicable to your project sample.
264	Bid Package 2	Vendor Experience	For samples and documents, can the firm send redacted documents?	Yes.

No.	Question Reference	Type	Submitted Question	DIR Answer
265	Bid Package 1, Vendor Appendix A, Question 14	Vendor Information	"14) Indicate whether or not your company holds a contract with any entity or consortium authorized by Texas law to sell the products and services requested in this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education. Yes No If yes, provide the entity names, total sales, and quantity sold." Do you mean any IT services contract similar to this RFO we might hold directly with a K-12 ISD within Texas or are you referring to only other consortiums or entities such as BuyBoard, TCPN or similar organizations. And, over what time period do you want the sales and/or quantity sold? 12 months? 24 months?	This is in reference to consortium or entities such as BuyBoard, TCPN or similar organizations. Provide the total sales over the life of the contract with the entity.
266	Exhibit A	Vendor Information	What is the Comptroller of Public Accounts vendor identification number?	A VID number is issued by the Texas Comptroller of Public Accounts to every vendor who does business with the state of Texas. Typically, the unique VID number is based on a business' federal Employer Identification Number (EIN).
267	Bid Package 1	Vendor Information	Questions 12, 13, and 14 of Exhibit A – Vendor Information requests that the vendor provide the total sales if answering "yes" to the questions. Is the DIR requesting total sales for the previous 12 months, previous calendar year, or over the life of the relationship with the entity?	DIR is requesting total sales over the life of the relationship with the entity.
268	Bid Package 1, Exhibit A,	Vendor Information	It is mentioned that "any Vendor subject to Section 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the response". If this clause does not apply to us, we are assuming that we can remove the table given in the Certification Statement as part of our response.	If not applicable, indicate N/A in the table.
269	Bid Package 1	VPTS	From the following pass/fail & qualification criteria listed in the RFO, it seems that DIR is discouraging vendors who have not done business with Texas agencies in the recent past. Please comment.? 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 % (grade of "A") in the Vendor Performance System; b. Currently under a Corrective Action Plan through the CPA; c. Having repeated negative Vendor Performance Reports, d. Having purchase orders that have been cancelled in the previous 12 months for non-performance (including but not limited to late delivery).	These criteria are statutory requirements as stated in the RFO and do not indicate DIR's preferences.
270	Bid Package 1	VPTS	From the CPA vendor guide, we understand that VPTS performance scores are calculated from the previous two-year period. Scores over two years old are dropped from the calculation formula. Please clarify, how a vendor with no recent work history with Texas agencies score the desired grades and qualify the grade requirement?	This applies to vendors with current VPTS scores.
271	Bid Package 1	VPTS	There is a pass/ fail requirement in the RFO document2. 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 % (grade of "A") in the Vendor Performance System; We understand that if we have served on ITSAC contract with DIR then we must have ratings/ score on the Vendor Performance System. Can we use that rating/ score to bid on this RFO in responding to below mentioned requirement? Please suggest. To use the rating/ score of the projects, how recent their duration should be?	The score on VPTS file will be used. Scores over two years old are not used in calculations.

No.	Question Reference	Type	Submitted Question	DIR Answer
272	Bid Package 1	VPTS	We understand that the vendors who do not have any past relationships with any of TX entity must not bid on this RFO, as they will not be able to provide “score of less than 90 % (grade of “A”) in the Vendor Performance System”. Is this assumption is correct?	This assumption is incorrect. Vendors are not required to have past relationships with Texas entities to bid on this RFO.