



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, 2016

**Department of Information Resources
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Request for Offer DIR-TSO-TMP-253**

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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

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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

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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.

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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.

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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.

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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

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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.k.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.

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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).

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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

Vendors must complete Bid Package 6, the Policy-Drive Adoption for Accessibility (PDAA) questionnaire. In addition, Vendors must provide credible evidence of the Vendor's 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.

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
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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.

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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

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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, 2016 5:00 pm (CT)	Deadline for posting answers to questions on the ESBD
September 15, 2016 2:00 pm (CT)	Deadline for DIR to receive Vendor reference
September 15, 2016 2:00 pm (CT)	Deadline for submitting Responses to RFO
September 16, 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

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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

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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/tpasscmbsearch/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.

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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.

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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;

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- 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 Mandatory Response Contents

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.

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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.

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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.

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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 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.

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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.

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- 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).

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- 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. 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

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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;

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- 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: _____

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- (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:

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- 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.

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-197 Sales 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	City of Humble
Abilene Christian University	City of Irving
Accountancy, Texas State Board of Public	City of Killeen
Adjutant General's Department of Texas	City of Lampasas
Aging And Disability Services, Texas	City of Leander
Department Of (Dads)	City of Mesquite
Alamo Community College District (ACCD)	City of Midland
Angelo State University	City of Missouri City
Animal Health Commission, Texas	City of Murphy
Arlington ISD	City of Nederland
Assistive And Rehabilitative Services, Dept.	City of North Richland Hills
of (DARS)	City of Pflugerville
Austin Housing Authority	City of Round Rock
Austin ISD	City of San Angelo
Banking, Texas Department of	City of San Antonio
Bexar County	City of San Marcos
Blind and Visually Impaired, Texas School	City Of Tallahassee (FI)
for the	City of Wylie
Bond Review Board, Texas	Collin County
Cancer Prevention & Research Institute Of	Comal County
Texas	Concordia Univ, Austin
Capital Area Council of Governments	Consumer Credit Commissioner, Office of
Capital Area Workforce Development Board	Court Administration, Office of
Capital Metro Transportation Authority	Court of Texas, Supreme
Cass County	Criminal Justice, Texas Department of
Chiropractic Examiners, Texas Board of	Dallas Area Rapid Transit Authority (DART)
City of Abilene	Dallas County Comm College District
City of Arlington	(DCCCD)
City of Austin	Dallas ISD
City of Beaumont	Dental Examiners, Texas State Board of
City of Bellaire	Denton County
City of Benbrook	Denton ISD
City of Bryan	DeWitt County
City of Coppel	East Central ISD
City of Corpus Christi	Education Service Center, Region XIV
City of Dallas	Emergency Communications, Texas
City of Duncanville	Commission on State
City of El Paso	Employee Retirement System of Texas
City Of Fair Vfd	Ethics Commission, Texas
City of Fort Worth	Family & Protective Services, Texas Dept of
City of Garland	(DFPS)
City of Georgetown	Fort Bend County
City of Grand Prairie	Fort Bend ISD
City of Grapevine	Galveston, Housing Authority of the City of
City of Houston	Georgetown ISD
City of Houston - Housing Authority	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

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:		

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:		

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:		

*** 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)



Bid Package 2

Department of Information Resources

DIR-TSO-TMP-253

**Deliverables-Based
Information Technology Services (DBITS)**

Vendor Experience

**Department of Information Resources
Deliverables-Based IT Services (DBITS)
Request for Offer DIR-TSO-TMP-253
Bid Package 2: 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.

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Bid Package 2: Vendor Experience**

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.

**Department of Information Resources
Deliverables-Based IT Services (DBITS)
Request for Offer DIR-TSO-TMP-253
Bid Package 2: Vendor Experience**

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.
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.

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Request for Offer DIR-TSO-TMP-253
Bid Package 2: Vendor Experience**

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: <ul style="list-style-type: none">a) How Vendor will scale resources to meet user's business needsb) How issues will be identified and resolved in partnership with the Customerc) 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.

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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.

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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.

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Section B: Detailed Technology Category Experience Spreadsheet

Technology Category 1: Application Maintenance and Support		
<p>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.</p> <p>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.</p>	<p>Description: Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.</p>	<p>Comments: Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted</p>
<p>1. Project 1 Experience (Describe in detail for each element):</p>	<p>DIR reserves the right to contact any provided project contact names for further information/clarification</p>	
<p>1.1. Project Information</p> <p>1.1.1. Client Name</p> <p>1.1.2. Contact Name</p> <p>1.1.3. Contact Phone Number</p> <p>1.1.4. Contact E-mail</p> <p>1.1.5. Project Name and Scope and Scope</p> <p>1.1.6. Project Schedule (start date and end date- (mm/yyyy))</p> <p>1.1.7. Project Budget (original and final - for this specific referenced project) Describe any variance, if applicable</p> <p>1.1.8. Total number of vendor FTEs on this project on this project</p> <p>1.1.9. Total number of subcontractor FTEs on this project on this project</p> <p>1.1.10. Describe, in general terms, the goals and objectives of the project and your opinion of your performance</p> <p>1.1.11. Describe your procedures for change management</p>		

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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)		

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

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Technology Category 2: Business Intelligence and Data Warehouse		
<p>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.</p> <p>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.</p>	<p>Description: Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.</p>	<p>Comments: Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted</p>
1. Project 1 Experience (Describe in detail for each element):		
<p>1.1 Project Information</p> <ul style="list-style-type: none"> 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) <p>1.2 Lessons learned during project</p>		

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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):		
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		

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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		

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Technology Category 3: Enterprise Resource Planning (ERP)		
<p>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.</p> <p>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.</p>	<p>Description: Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.</p>	<p>Comments: Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted</p>
1. Project 1 Experience (Describe in detail for each element):		
<p>1.1 Project Information</p> <ul style="list-style-type: none"> 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 throughout the project. 1.1.11 Describe your procedures for change management throughout the project. 1.1.12 Provide Communication Plan (what, who, and when) 		
<p>1.2 Lessons learned during project</p>		
<p>1.3 Performance measures/service levels contractually required for this project reported to the customer</p>		
<p>1.4 Security and authentication responsibilities and activities, if applicable</p>		

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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		

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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		

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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.	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		

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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.		

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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		

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Technology Category 5: Technology Migration/Upgrade and Transformation		
<p>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.</p> <p>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.</p>	<p>Description: Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.</p>	<p>Comments: Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted</p>
1. Project 1 Experience (Describe in detail for each element):		
<ul style="list-style-type: none"> 1.1 Project Information <ul style="list-style-type: none"> 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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1.2 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		

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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		

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Technology Category 6: Information Technology Assessments and Planning		
<p>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.</p> <p>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.</p>	<p>Description: Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.</p>	<p>Comments: Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted</p>
1. Project 1 Experience (Describe in detail for each element):		
<p>1.1 Project Information</p> <ul style="list-style-type: none"> 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		

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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 throughout the project.		
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 throughout the project.		
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		

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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		

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Technology Category 7: Application Development		
<p>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.</p> <p>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.</p>	<p>Description: Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.</p>	<p>Comments: Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted</p>
1. Project 1 Experience (Describe in detail for each element):		
1.1 Project Information <ul style="list-style-type: none"> 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		

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2. Project 2 Experience (Describe in detail for each element):		
<ul style="list-style-type: none"> 2.1 Project Information <ul style="list-style-type: none"> 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):		
<ul style="list-style-type: none"> 3.1 Project Information <ul style="list-style-type: none"> 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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3.1.12 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		

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Technology Category 8: Independent Verification and Validation (IV&V)		
<p>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.</p> <p>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</p>	<p>Description: Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.</p>	<p>Comments: Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted</p>
1. Project 1 Experience (Describe in detail for each element):		
1.1 Project Information <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 2.1.1 Client Name 2.1.2 Contact Name 		

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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		

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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		

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Technology Category 9: Information Technology Procurement Assistance		
<p>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.</p> <p>Examples of included services: Specification development, Statement of Work (SOW) development, and RFO development.</p>	<p>Description: Vendors must fully respond to the elements, as requested, for each project submitted for the Technology Category.</p>	<p>Comments: Vendors may use this column to indicate that the listed element/role was not a part of the scope for the project submitted</p>
1. Project 1 Experience (Describe in detail for each element):		
<p>1.1 Project Information</p> <ul style="list-style-type: none"> 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):		
<p>2.6 Project Information</p> <ul style="list-style-type: none"> 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) 		

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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 throughout the project. 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 throughout the project. 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.

If sent to the State:

Shannon Kelley, CTPM, CTCM
Manager, Enterprise Contract Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone:
Facsimile:
Email:

If sent to the Vendor:

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.

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

- 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.

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

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.

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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

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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

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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 subparagraph 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.

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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.

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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

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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

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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.

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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

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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

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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, C-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)

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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

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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

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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

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Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-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

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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

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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*

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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,

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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

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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

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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

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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,

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also comply with the United States Department of Homeland Security'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.

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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, B2, 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

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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.

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

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)

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

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

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

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

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.



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

- 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. 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

4. How will this information be used?

The initial completed form will establish a baseline for where a vendor stands with regard to its ICT accessibility policy. The baseline illustrates the depth and maturity of the Vendor's support for accessibility policy and practices as illustrated via the PDAA Maturity Model (Link on next line. If prompted for a password, select "cancel")
[PDAA Maturity Model \(http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx\)](http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)
The questionnaire may also be included in future solicitations so that progress can be assessed. The Vendor responses from the questionnaire may be considered as an element in Vendor selection; however, this would be determined by the procuring. 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

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

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-
[PDAA Maturity Model \(http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx\)](http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)

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

[Additional information can be found on the PDAA web pages. \(http://dir.texas.gov/View-](http://dir.texas.gov/View-Additional%20information%20can%20be%20found%20on%20the%20PDAA%20web%20pages)

For government organizations/agencies

8. What is PDAA?

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

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

9. Does the PDAA replace VPATs?



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.

Response	
	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.

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 / services 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%

Organization Business Name: _____



Vendor ICT Accessibility Policy Assessment

This Information and Communications Technology (ICT) accessibility assessment is for vendor organizations to describe how they are currently implementing accessibility policy and practices within their organizations. Please complete this form by checking a box for each topic that most closely match the current state of your organization. A completed example is available using the "Example" tab of the worksheet. This assessment is not a substitute for 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
0	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.)
0	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.

Bid Package 6

Deliverables-Based Information Technology Services (DBITS)

DIR-TSO-TMP-253

2 My organization is finalizing plans that will result in an organization wide governance system.

3 My organization has approved plans for an organization wide governance system.

2

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

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

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

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

1

1 My organization is developing tools and procedures for tracking ICT accessibility issues.

2 My organization is tracking and keeping records of ICT accessibility reporting and decisions.

3 My organization uses reports to make organizational changes to improve ICT accessibility.

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

Example

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

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

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

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

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

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

1 3a. Identifying candidate processes for criteria integration.

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

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

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

1 3b. Implementing process changes.

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

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

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

3c. Integrate fully into all key processes.

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

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

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

4. Provide processes for addressing inaccessible ICT.

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

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

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

Vendor/Reseller: Address processes that pertain to your product offerings in 4e.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Example

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.

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:

Company X

Bid Package 6

Deliverables-Based Information Technology Services (DBITS)

DIR-TSO-TMP-253

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



**Deliverables-Based Information Technology Services (DBITS)
Request for Offer DIR-TSO-TMP-253
Bid Package 7 – 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.



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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?



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Bid Package 7 – Frequently Asked Questions**

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.



**Deliverables-Based Information Technology Services (DBITS)
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Bid Package 7 – Frequently Asked Questions**

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.



**Deliverables-Based Information Technology Services (DBITS)
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Bid Package 7 – Frequently Asked Questions**

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?



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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 ESD 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.



**Deliverables-Based Information Technology Services (DBITS)
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Bid Package 7 – Frequently Asked Questions**

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.



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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?



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Bid Package 7 – Frequently Asked Questions**

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?



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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.



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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.



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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.



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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)
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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



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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 vendor 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?)



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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.



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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



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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.



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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



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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



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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.



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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



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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.



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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.



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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:
- Do the vendor experience projects listed in the technology categories have to be projects where the vendor was a prime contractor?
 - 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 than 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.



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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.



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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?



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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}



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.



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.*

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 <small>(mm/dd/yyyy)</small>
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Reminder:

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

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____	Requisition #: _____
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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/tpasscmbsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			- 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 <small>(mm/dd/yyyy)</small>	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 #: _____
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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/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- 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.

