



Department of Information Resources

Request for Offer

DIR-CPO-TMP-564

Comprehensive Web Development and Managed Services

Class	Item
208-54	Internet, Web Site and Mobile Application Development Software, Microcomputer
209-54	Internet, Web Site and Mobile Application Software, Mainframes and Servers
209-87	Software, Mainframes and Servers (Not Otherwise Classified)
915-96	Web Page Design, Management and Maintenance Services
920-03	Application Service Provider (ASP), Web Based Hosted
920-18	Computer Aided Design (CAD) Services
920-24	Data Conversion Services
920-27	Ecommerce Software Development Services
920-34	Media Conversion Services

920-35	Modification of Existing Equipment, Including Cost of Parts
920-37	Networking Services, Including Installation, Security, and Maintenance
920-40	Programming Services, Computer, Including Mobile Device Applications
920-45	Software Maintenance and Support Services
920-46	Software Updating and Upgrading Services
920-47	Support Services, Computer, Includes Computer Warranties
920-48	Storage Services, Data Media
920-56	Systems and Executive Software, Microcomputer
920-65	System Requirements Quality Assurance Review
920-91	Training, Computer Based, Software Supported
961-93	Communication Access Realtime Translation (CART) as further explained here in the ADA Requirements for Effective Communication and Closed Captioning for Broadcast Television/Webcasts

Issued: October 10, 2022

Version 1

Responses Due: January 10, 2023, 2:00, CST

SOLICITATION CONTENTS

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

Comprehensive Web Development and Managed Services RFO (this document)

a. Attachments

- i. Attachment 1: Contract Sample
- ii. Attachment 2: Standard Contract Terms and Conditions
- iii. Attachment 3: SOW Template

b. Exhibits *(to be used for materials expected back from Respondents)*

- i. Exhibit A Respondent Information (including Appendix 1 List of Respondent's Canceled Contracts)
- ii. Exhibit B Respondent Experience
- iii. Exhibit C Contract Marketing and Customer Support Plan
- iv. Exhibit D Pricing
- v. Exhibit E Reference Form
- vi. Exhibit F Respondent Release of Liability
- vii. Exhibit G Voluntary Product Accessibility Template (VPAT) or Accessibility Conformance Report (ACR) (for COTS and as-a-service products)
- viii. Exhibit H Vendor Accessibility Development Services Information Request (VADSIR) (e.g., customization and development services)
- ix. Exhibit I Vendor Policy Driven Adoption for Accessibility (PDAA)
- x. Exhibit J HSP Sample Form
- xi. Exhibit K EDGAR Certification Form

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1. INTRODUCTION

1.1. Statutory Authority

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

1.2. Purpose

- A. The objective of this Request for Offer (RFO) is to solicit Responses from potential Respondents to provide Comprehensive Web Development and Managed Services to Customers, acting by and through the Department of Information Resources (DIR).
- B. With issuance of this RFO, DIR is seeking to create a contract vehicle that satisfies statewide procurement requirements for Comprehensive Web Development and Managed Services and improves the efficiency of the procurement process by reducing the time required to procure Comprehensive Web Development and Managed Services.
- C. As a result of this RFO, DIR expects to receive and evaluate Responses and select one (1) or more qualified Respondents with whom to enter into negotiations. **Section 4 EVALUATIONS, NEGOTIATIONS, AND AWARD** of this RFO contains more information regarding evaluation and Respondent selection process. DIR reserves the right to make a single award or multiple awards from this RFO. All contract(s) awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.
- D. For administrative efficiency for DIR and its Customers, DIR reasonably anticipates that it will award a finite number of Contracts as determined by the competitive breaks created through evaluation of Responses.

1.3. DIR Vision and Desired Outcomes

1.3.1 Background

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

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

1.3.2 DIR Information

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

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

1.3.3 Information Technology Acquisition

- A. Through its Cooperative Contracts Program, DIR assists state agencies and local governments (collectively Customers) with cost-effective acquisition of their information resources by negotiating, managing, and administering contracts with information technology providers. Customers include any Texas state agency, unit of local government, or institution of higher education as defined in Texas Government Code, Section 2054.003; the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, or a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district; those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Texas Government Code, Chapter 771; any local government as authorized through Texas Government Code, Chapter 791; the Interlocal Cooperation Act; the state agencies and political subdivisions of other states as authorized by Texas Government Code, Section 2054.0565; and for non-telecommunications IT Commodity products and services, “assistance organizations” defined in Texas Government Code, Section 2175.001.
- B. DIR combines the buying power of authorized Customers to obtain volume-discounted pricing for selected technology products and services. In addition to offering volume-

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

1.3.4 Texas Government Code, Section 2157.068

- A. Texas Government Code, Section 2157.068, effective September 1, 2005, requires State agencies to buy commodity items, as detailed below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.
- B. Commodity items are commercially available software, hardware, and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two (2) or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive, or deliver information. Software is a commercially available program that operates hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates, or replacements, and may include Software provided as a service. Technology services are the services, functions, and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staff augmentation, training, maintenance, and subscription services. Seat management is a service through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software, and technology services.

1.3.5 Cost Recovery

DIR recovers the costs of negotiating, executing, and administering the Co-op Contracts through an administrative fee. DIR is authorized to charge a reasonable administrative fee to all customers per Section 2157.068(d) of the Texas Government Code. The administrative fee must be included in the Successful Respondent's price to the Customer and paid to DIR by the Successful Respondent. The fee has been set at a not-to-exceed level of two percent (2.00%) by the current appropriations act of the State Legislature. For the purposes of responding to this

RFO, the administrative fee is seventy-five hundredths of a percent (0.75%). DIR may change the administrative fee at any time during a Contract term. DIR will notify Successful Respondents of any change in the administrative fee.

1.3.6 DIR Cooperative Contracts Program Historical Sales

Contracts negotiated and managed through the Cooperative Contracts Program resulted in over \$6.4 billion in Customer purchases for the past three (3) fiscal years combined. Information contained within the table below shows the total purchases for the past three (3) fiscal years by Customer segment. These purchases represent contracts that are hardware, software, and services related. The State's fiscal year runs September 1st through August 31st.

Table 1: DIR Cooperative Contracts Historical Sales

	2019	2020	2021
Assistance Org	\$3,160,000	\$7,470,000	\$5,980,000
Higher Ed	\$347,330,000	\$347,820,000	\$398,930,000
K-12	\$645,820,000	\$851,820,000	\$920,490,000
Local Government	\$556,640,000	\$687,950,000	\$731,240,000
Out of State	\$36,910,000	\$59,450,000	\$74,970,000
State Agency	\$455,480,000	\$606,910,000	\$645,990,000
Total:	\$2,045,000,000	\$2,588,000,000	\$2,778,000,000

1.3.7 Current Contracts

DIR currently has multiple Contracts to provide Comprehensive Web Development and Managed Services. [Table 2: Comprehensive Web Development and Managed Services Sales Volume by DIR Fiscal Year](#) shows the total sales volume of services sold through the Cloud Services contracts for fiscal years 2019, 2020, and 2021.

Table 2: Comprehensive Web Development and Managed Services Sales Volume by DIR Fiscal Year

FY 2019 Sales	FY 2020 Sales	FY 2021 Sales	Total Sales
\$3,619,562.71	\$5,681,228.05	\$5,913,716.41	\$15,214,507.17

2. SCOPE

2.1. Required Services

This RFO is for services only. No hardware or software products may be sold as standalone items through a contract resulting from this RFO. Any products needed to deliver final services must be procured through Turnkey Solutions. DIR intends to contract with Vendors to provide Comprehensive Web Development and Managed Services Contracts for Customer use. DIR customers will be allowed to utilize the Services awarded in a contract either

individually or in any combination thereof through the execution of a Supplemental Agreement.

A contract resulting from this RFO may include, but not limited to, the following types of Services Categories:

- **Website Design:** The creation and arrangement of web pages that in turn make up a website. For typical websites, the basic aspects of design are:
 - Content: The information on the site that is easy to use, understandable, relevant to the customer, and targets the customer's audience with appropriate information.
 - Usability: Ease of use in regard to interface and navigation. Ability to anticipate, but not limited to, desktop, laptop, tablet, and mobile usage.
 - Appearance: Content with graphics and text that is consistent, professional, appealing, accessible, and relevant.
 - Visibility: A site that is easy to find via most major search engines.
 - Search Engine Optimization (SEO) website design: capable and not limited to desktop, laptop, tablet and Mobile-friendly SEO.

- **Website Development:** The non-design aspects of building websites (e.g. writing markup and coding). Web development can range from developing the simplest static single page of plain text to the most complex web-based Internet applications or electronics businesses, Realtime notification, Live Support, Mobile-friendly and Search Engine Optimization (SEO) friendly website.

- **Domain Name System (DNS) Management:** DNS Management includes DNS registration, transfers, renewals, and IP mapping.

- **Business Analysis Services:** These services include, but are not limited to website traffic analysis, integration of Interactive maps, Real-time Information, Integration Analytics tool to collect Customer Experience and Personalization Engine, track user behaviors, analyzes information Capabilities, website marketing tool, etc.

- **Website Hosting and Cloud hosting:** A type of service whereby a vendor provides

the storage connectivity, software and services necessary to access a website via the World Wide Web.

- **E-Mail Hosting:** Web hosting plan that allows users to send, receive and store e-mails.
- **Accessibility Services:** Services that assist DIR and its customers in complying with State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act, under Texas Government Code, Chapter 2054, Subchapter M, Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable). Vendor may include software products that are part of an overall web development solution and may not be sold as a stand-alone product. Independent third-party testing should be done prior to implementation which includes manual and assistive technology testing. **Note:** Vendor that designs and develops website must remediate broken code at no additional charge as determined through the third-party testing.
- **Web Content Management (WCM):** Allows customers to create, manage, store, and deploy the content of web pages through the use of specific tools. WCM offers core functions beyond using HTML to create Web pages; users can also catalog or index content, select or assemble content at runtime, and deliver content to specific visitors in a personalized way or in different languages.
- **Web Training, Maintenance, and Support: Training may be on-site or web-based and include instructional material applicable to the scope of work.** Maintenance and Support includes troubleshooting, modifying, maintaining, improving security, and enhancing legacy systems and applications which may be running in a production environment.
- **Turnkey Solutions:** Turnkey solutions for Comprehensive Web Development and Managed Services that may include Tools that can be utilized via website, project scoping, software selection, installation, integration, construction, and on-going support.

Vendor may respond to some or all of the Services as described above. In addition to the Services identified above, responding Vendors are encouraged to propose any other related

Services that may also make up complete Comprehensive Web Development and Managed Services.

Managed Services excludes the following cloud services: cloud Broker.

Vendors must respond as instructed in the "Exhibit D" spreadsheet. Failure to respond as instructed may result in Vendor's offer being disqualified from further evaluation.

2.2. Related Services

Related services are any value-added services that Respondent may perform as related to the proposed services. Related services include, but are not limited to, product installation, warranty, maintenance and support, managed services, and product training. Any Respondent offering product-related services must submit a description of those services and the related pricing in the Pricing Sheet.

2.3. Pricing

- a) Any Respondent responding to this RFO must submit specific pricing for the services requested herein. For the purposes of obtaining pricing and evaluating the responses to this RFO, the Comprehensive Web Development and Managed Services shall be priced and discounted as contained in the Excel spreadsheet attached as "Exhibit D" to the posting for this RFO, DIR-CPO-TMP-564, on the Electronic State Business Daily, <http://www.txsmartbuy.com/esbd>. All Comprehensive Web Development and Managed Services may be made available through Contract, excepting those services specifically excepted above.
- b) Respondents must submit the "Exhibit D" spreadsheet. Failure to respond as instructed may result in Respondents' offer being disqualified from further evaluation.
 1. **Pricing Sheet:** A representative sample of service categories have been included in Exhibit D Pricing tab "Pricing Sheet." Respondent must offer only one price for each service listed OR Respondent may offer one discount for each Service Category listed. The price to the DIR Customer shall include all shipping and handling fees, if applicable. This is a representative sample only.
 2. **Volume Pricing:** Respondent may offer VOLUME pricing for specific Products and/or Services on the spreadsheet titled "Pricing Sheet"
 3. In addition to VOLUME pricing for specific Products Services, Respondent may propose increased discount based on total statewide aggregate contract sales for Services.

Respondents may propose their offerings on one, multiple, or all of the Service Categories on Exhibit D.

- c) DIR is not soliciting Comprehensive Web Development and Managed Services for the agency. DIR establishes statewide master contracts for use by DIR eligible customers. DIR competitively bids for information technology products and services.
- d) Customers must identify their own needs, then contact an awarded DIR Respondent and obtain a price quote for services. Customers may submit a statement of work or purchase order to the Respondent when obtaining a quote based on their needs. The Customer makes the best value determination and issues a purchase order directly to the Respondent.

2.4. Electronic and Information Resources (EIR) Accessibility

- a) Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR's state agency and Institution of Higher Education Customers must procure EIR that complies with the accessibility standards defined in the Texas Administrative Codes [1 TAC 206](#), [1 TAC 213](#), and in the [Worldwide Web Consortium WCAG 2.0 AA](#) technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations.
- b) Accordingly, all vendors must provide accessibility documentation:
 1. **For Commercial products (also known as COTS), and as-a-service** products, a completed **Voluntary Product Accessibility Template (VPAT) or Accessibility Conformance Report (ACR)** for each product offering included in the submitted pricelist.
 2. **For non-COTS offerings** (such as IT related development services, services that include user interfaces, online components, etc.), Vendors must complete a **Vendor Accessibility Development Services Information Request (VADSIR)**, which documents vendor's capability or ability to produce accessible electronic and information resources (EIR) and information and communications technology (ICT).
 3. In addition to the VPAT and VADSIR requirements, vendors must complete the **Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment**.
- c) Responses with missing accessibility documentation or blatantly misrepresented documentation may fail the EIR Accessibility evaluation.

2.4.1 VPAT Submission and Review

- a) All Respondents must submit Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®)

Revised Section 508 Edition (Version 2.3 or higher) or provide links to ACRs located on manufacturer(s)' websites for Commercial (also known as COTS) and as-a-service products, for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete the VPAT are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such completed ACRs already exist, and there have been no changes to the product or service since the time of the original document completion.

- b) Respondents claiming that a proposed product or family of products is exempt from accessibility requirements must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.
- c) Respondents who do not already have accessibility documentation should complete the form including in the bid package or may obtain the form located here: <http://www.itic.org/public-policy/accessibility>. Resellers must obtain ACR from the manufacturer or provide links to the manufacturer's accessibility documentation.
- d) DIR will review select documents for credibility and completeness.
- e) Respondents that submit incomplete ACRs or are unable to provide or obtain ACRs for products it manufactures or for products from manufacturers it represents (and ACRs are determined to be applicable), may be required to submit a letter (Accessibility Statement) to be posted on DIR's contract holder(s)' contract webpage stating that some or all product(s) accessibility documentation may be missing, product accessibility is untested, and an explanation of alternate accommodations.

2.4.2 VADSIR Submission and Review

- a) Respondents must complete a VADSIR Questionnaire to document the Respondent's capability or ability to produce accessible EIR and ICT if the response includes one or more of the following offering types:
 - Website development services
 - Web Application Development Services
 - Custom development services as part of an integrated solution
 - Client based software application development services
 - Other software development services containing one or more user interfaces (end user, administrative, etc.)
- b) Responses are evaluated by DIR to determine level of credibility and completeness.
- c) Respondents that are not offering development services should include a

statement in the VADSIR that the documentation is not applicable to their response. A missing VADSIR or blatantly misrepresented document may fail the EIR Accessibility evaluation.

2.4.3 PDAA Self-Assessment Submission and Review

- a) Respondents must ensure that EIR and ICT accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.
- b) DIR requires Respondents to complete the PDAA Self-Assessment Questionnaire, which generates a self-assessment score. The PDAA is an indicator of the extent to which a Respondent's organization has implemented accessibility best practices within operations and integrated accessibility criteria into all phases of a product life cycle. The PDAA is an organizational assessment and NOT an assessment of products or services.

2.5. TX-RAMP

Where applicable, respondents shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"). See Appendix A, Standard Terms and Conditions, Section 10.4(B)(xxiv) for more information.

2.6. Form of Contract

2.6.1 Sample Contract and Terms Negotiation

The final terms and conditions of any Contract shall be agreed upon during negotiation. However, the minimum standard terms and conditions that shall be included in any awarded Contract are contained in the **sample** Contract attached as **Attachment 1** and the Standard Terms and Conditions attached as **Attachment 2** to RFO DIR-CPO-TMP-564.

2.6.2 Proposed Changes and Exceptions

- a) **Caution: Respondent's Response may be disqualified if their exceptions are excessive.**
- b) Item 13 of **Exhibit A Respondent Information** contains the format for Respondent to note any exception to any provision, term, or condition specified in the *Contract for Product, Services, and Related Services* and *Standard Contract Terms and Conditions Cooperative Contracts*. Respondent should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 13 of **Exhibit A Respondent Information**. Failure to abide by these instructions may result

in DIR rejecting all exceptions submitted by the Respondent.

- c) **Respondents may request exceptions to standard contract terms and conditions, provided that they provide a legally sustainable reason for the exception (i.e., NOT “My prior contract had the same exception”). If Respondent is unable to comply with these provisions, the Respondent’s Response may be subject to disqualification from further consideration. DIR in its discretion may or may not accept the Respondent’s requested exceptions; exceptions submitted without a legally sustainable reason will not be considered. Material deviations (including excessive, additional, inconsistent, conflicting or alternative terms) may render the Offer non-responsive and may result in rejection of the bid.** In addition to the explanation as to why the Respondent cannot comply with the provision, term, or condition, proposed alternative language **must** be included in the Response. If Respondent fails to note any exception, Respondent will not be allowed to request an exception at some later date.
- d) DIR reserves the right to make changes to the Contract for Services or the Standard Terms and Conditions for Services Contracts if it is in the best interest of the State to do so. Should this occur prior to the award of any Contract, any Respondent selected for negotiations will be notified.

2.7. Term of Contract

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

2.8. Option to Extend

The Successful Respondent agrees that DIR may require continued performance, beyond the initial or any renewal Contract term, of any of the within described services at the rates specified in the Contract. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed four (4) calendar months or December 31, of the then-ending Contract Term year, whichever is later. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

3. GENERAL SOLICITATION INFORMATION

3.1. Point of Contact

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

Vania Ramaekers, CTCD, CTCM
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
E-mail: vania.ramaekers@dir.texas.gov

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

3.2. Response Integrity

- A. To ensure the integrity of the competitive process, a Respondent may not directly or indirectly communicate any of the contents of its Response to:
- i) A competitor of the Respondent; or
 - ii) Any other company, corporation, firm, partnership, individual, or related entities of the same parent company engaged in the same line of business as the Respondent; or
 - iii) A related entity of the Respondent engaged in the same line of business as the Respondent.
- B. **This prohibition is in effect during the preparation of the offer and while the offer**

is pending with DIR, including the negotiation and finalization of any resulting Contract. The term “related entities” includes, but is not limited to, affiliates, subsidiaries, associates, branches, and divisions. It does not include entities that may occasionally enter into teaming agreements with one another to provide services under a contract with a third party but otherwise have no legal relationship with each other.

- C. When a related entity of the Respondent (whether related at the time Responses are due or at any time thereafter) submits a competing offer, DIR may require additional information to ensure each separate Response is independent. Failure to provide or fully disclose all such information may, at DIR’s discretion, disqualify Respondent or result in the termination of any resulting contract. **RESPONDENT HAS AN ONGOING DUTY TO UPDATE ALL INFORMATION INCLUDED IN ITS RESPONSE AT ANY TIME THAT SUCH INFORMATION CHANGES.**

3.3. Schedule of Events

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

Table 3: Schedule of Events

Date/Time	Activity
October 10, 2022	Publish RFO on Electronic State Business Daily
November 1, 2022, 1:00pm (CT)	Optional Pre-Solicitation Conference
November 30, 2022, 5pm (CT)	Deadline for submitting questions
December 12, 2022, 5pm (CT)	Estimated response date to Questions received
January 10, 2023, 2:00 PM (CT)	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO
January 16, 2023 – until completed	Evaluation of responses, oral presentations (if requested), negotiations, and contract execution

3.3.1 Optional Webinar

- A. DIR will hold a webinar for this procurement on the date and time specified in **Section 3.3 Schedule of Events**. It is recommended that at least one (1) Respondent representative attend this webinar.
- B. DIR will provide attendees the opportunity to submit written questions via the webinar.

DIR requests that all questions submitted at the webinar reference the appropriate RFO or Exhibit page and section number.

- C. The webinar will provide overview information of the RFO and will provide preliminary answers to questions submitted prior to the webinar question deadline as well as questions submitted via the webinar itself. Although DIR may provide tentative verbal answers to questions on the webinar, only answers provided in writing by DIR shall be considered official. Information in any form other than the materials constituting this RFO and its Exhibits, the Question-and-Answer Document(s), and any Addenda shall not be binding on DIR. DIR reserves the right to amend answers prior to the offer submission deadline.
- D. The webinar will be available live via the web. **To participate in this live interactive Webcast, you must register at:**

https://www.zoomgov.com/webinar/register/WN_DwZOiJleSRe11lgu4RBZhg

3.3.2 Written Questions and Official Answers

- A. Respondents shall submit all questions regarding this RFO through the BidStamp VIS. **Questions regarding this RFO will be accepted until the date and time specified above in 3.3 Schedule of Events. NOTE:** Texas observes Daylight Savings Time.

Official answers will be posted as an Addendum to this RFO, on the Electronic State Business Daily (ESBD), available at <http://www.txsmartbuy.com/esbd>.

- B. By submission of a question, vendors acknowledge that the applicable question will be posted with each official answer and therefore vendors should not include any confidential or proprietary information in such questions. DIR will not publish the identity of any vendor that submitted any particular inquiry.

3.4. Historically Underutilized Businesses

- A. The purpose of the Historically Underutilized Business (HUB) Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. Each state agency must make a good faith effort to meet or exceed the goals identified below and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year in accordance with the following procurement goals/percentages:
 - i) 11.2% for heavy construction other than building contracts;
 - ii) 21.1% for all building construction, including general contractors and operative builders' contracts;
 - iii) 32.9% for all special trade construction contracts;
 - iv) 23.7% for professional services contracts;

- v) 26.0% for all other services contracts;
 - vi) 21.1% for commodities contracts.
- B. It is the policy of DIR to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161.252(b), and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), 34 TAC, Chapter 20.
- C. HUBs are strongly urged to respond to this RFO. Under Texas law, state agencies are required to make a good faith effort to assist HUBs in receiving certain percentages of the total value of contract awards. Successful Respondents who meet the qualifications are strongly encouraged to apply for certification as HUBs.

3.4.1 HUB Subcontracting Plan

- A. DIR has determined that subcontracting is probable under any contract awarded as a result of this RFO. **The HUB Goal for this RFO is 26%. ALL RESPONDENTS RESPONDING TO THIS RFO, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBs. THE HSP MUST BE INCLUDED AS PART OF THE RESPONSE TO THIS RFO. FAILURE TO COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.**
- B. The State's Policy on Utilization of Historically Underutilized Businesses and HSP forms are available at: <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond. **NOTE:** Respondent must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to the Successful Respondent for more than five (5) years. If the Successful Respondent does not plan to subcontract, Successful Respondent must state that fact in their plan. A scan of the original, signed paper copy of the HSP must be uploaded into BidStamp. Please provide an unsigned copy of the editable PDF in BidStamp as well. The completed, approved plan shall become a part of the Contract if the Respondent is selected to receive a contract as a result of this RFO.

3.5. HUB Continuing Performance

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

3.5.1 HUB Resources Available

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

3.6. Successful Respondent Qualifications

3.6.1 Federal Requirements

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

- D. The **Education Department of General Administrative Regulations (EDGAR)** are the federal regulations that govern all federal grants awarded by the U.S. Department of Education on or after December 26, 2014. EDGAR encourages the use of cooperative agreements for procurement or use of common or share goods and services in order to foster greater economy and efficiency. DIR uses an open market competitive procurement process to award contracts as required by Texas Government Code 2054 and 2157. If Successful Respondent provides evidence of its EDGAR compliance that DIR to the best of information and belief, finds to be satisfactory, then DIR may identify Successful Respondent as certifying that all or a portion of Successful Respondent's listings are EDGAR eligible, and DIR may then permit Successful Respondent to so identify all or part of its offerings on Successful Respondent's DIR website. In such cases, upon request from eligible Customer, Successful Respondent must complete EDGAR certification affirmation forms to satisfy Customer requirement.

3.6.2 Successful Respondent Performance and Debarment

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

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

3.6.3 Required Respondent and Subcontractor Current and Former State Employee Disclosures

Respondent shall disclose, for itself and on behalf of all of its Subcontractors, in its response to **Exhibit A Respondent Information, Section 14 Respondent and Subcontractor Conflict of Interest Disclosure**, all of the following:

- A. Any current or former employees of Respondent who will spend twenty percent (20%) or more of their time on the Contract and are current or former employees of DIR within the past five (5) years;
- B. Any proposed Respondent personnel assigned to work directly on the Contract twenty percent (20%) or more of their time who are related within two (2) degrees of consanguinity of any current or former employees of DIR. Disclosure of former state employees may be limited to the last five (5) years; and
- C. Respondent will certify that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Respondent will complete the following information in order for the Response to be evaluated: Name of Former Executive, Name of State

Agency, Date of Separation for State Agency, Position with Respondent, and Date of Employment with Respondent.

3.6.4 Cybersecurity Training

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

3.7. Response Deadline and Submission Requirements

- A. Respondents are required to submit Responses in accordance with the requirements outlined in this document. Responses must be received by DIR on or before **the date and time specified in RFO Section [3.3 Schedule of Events](#). No late Responses will be reviewed.**
- B. The system clock in the BidStamp VIS is the official timepiece for determining compliance with the deadline. All responses will be date and time stamped electronically in the BidStamp VIS or if accommodation is granted by DIR, when received by the Purchasing Office on the 13th floor, at which point the clock in the Purchasing office shall serve as the official timepiece for those Responses.

3.8. Response Instructions

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

3.8.1 BidStamp Vendor Information System (VIS) Portal

DIR's BidStamp Vendor Information System (BidStamp VIS) provides prospective Respondents

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

3.8.1.1 VIS Account Request Process

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

3.8.1.2 Solicitation Response Requirement

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

3.8.1.3 Respondent Experience

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

3.8.2 No Marketing Materials Desired

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

3.8.3 Response Documents

3.8.3.1 Executed Offer Form

The Respondent shall complete and sign the Executed Offer Form found in **Exhibit A** of this RFO document. **This form must be completed and signed, or the Response may be disqualified as noncompliant.**

3.8.3.2 Respondent References

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

3.8.3.3 Canceled Contract References

Using **Exhibit A Respondent Information, Attachment 1 Canceled Contracts** (included as part of **Exhibit A**), Respondent shall provide the name, title, contact number and description of services provided for any contract that was canceled or prematurely terminated in the past five (5) years. Respondent shall include details on the reason for the cancelation and the Respondent's position relevant to the cancelation, including the final resolution of the contract cancelation. For each company or entity listed, Respondent shall provide a signed

RFO **Exhibit F, Respondent Release of Liability**. Failure to disclose Canceled Contracts may lead to a Respondent not being considered for award.

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

- A. The final terms and conditions of any Contract awarded as a result of this RFO shall be agreed upon during negotiation. However, the minimum standard terms and conditions that will be included in any awarded Contract are contained in the **Appendix A Standard Terms and Conditions** included in the RFO documents.
- B. **Exhibit A Respondent Information** item 13 contains the format for Respondents to note any exception to any standard provision, term, or condition specified in the RFO. **Exceptions to the RFO document itself are prohibited.** An explanation as to why the Respondent **cannot** comply with the provision, term, or condition **and** why the proposed alternative language **must** be included in the Response. Examples of nonresponsive explanations include:
 - i) Referencing negotiation of revised language in another DIR or other state agency contract;
 - ii) Referring to an internal division's need for the revised language without a valid reason as to why the exception is necessary;
 - iii) Indicating the proposed language is "negotiable;" and
 - iv) Referencing an internal Respondent terms and conditions document.
- C. Exceptions must include:
 - i) RFO document title (RFO, MSA, Exhibit, Attachment, etc.) section number and section title;
 - ii) Explanation as to why Respondent **cannot** comply with the term or condition; and
 - iii) Proposed alternate language (redline).
- D. If Respondent fails to note any exception within its initial Response, Respondent will not be allowed to request an exception upon award or at some later date.
- E. The column labeled "Location/Specific Section Reference" should be used to identify the specific RFO document and the location(s) (section number or other identifiable reference) within the RFO documents that the language addresses. The Respondent must provide, as a separate Microsoft Excel document, a file entitled **"ABC_564_Exceptions.xlsx."**
- F. **Respondents are encouraged not to request exceptions or optional term formats to standard contract terms and conditions; DIR, in its sole discretion, may or may not accept the Respondent's requested exceptions.**
- G. Prior to the final award of a Contract, DIR reserves the right to make changes to the standard terms and conditions. Should this occur, any Respondent selected for

negotiations will be notified.

- H. If there are no exceptions, the Respondent shall explicitly state the Respondent takes no exception to any part of this RFO. **Any exception may result in the Contract not being awarded to the Respondent.**

3.8.3.5 Addenda to the RFO

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

3.8.4 Response Files

The following table summarizes the files to be loaded into the BidStamp VIS in order to be considered a complete Response, with the corresponding file names. It includes required Accessibility documents referenced in RFO Section [2.3 Error! Reference source not found.](#)

Table 4: Response Files

RFO Reference	Form of Response
Exhibit A: Respondent Information Form – MUST BE SIGNED	"ABC_564_Attachment_A.docx"
Exhibit B: Respondent Experience	"ABC_564_Experience.docx"
Exhibit C: Contract Marketing and Customer Support Plan	"ABC_564_MarketingSupport"
Exhibit D: Pricing Sheet	"ABC_564_Pricing_Sheet.xlsx"
Exhibit E: Reference Form	"ABC_564_Reference Form"
Exhibit F: Respondent Release of Liability	"ABC_564_Release_of_Liability"
Exhibit G: VPAT (for COTS), if applicable	"ABC_564_VPAT.docx"
Exhibit H: VADSIR	"ABC_564_VADSIR.docx"
Exhibit I: Vendor PDAA	"ABC_564_PDAA.xlsx"
Completed and signed HUB Subcontract Plan (HSP)	"ABC_564_HSP.pdf"
Exhibit K: EDGAR Certification Form	"ABC_EDGAR.pdf"
Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions	"ABC_564_Exceptions.xlsx"
Redlined version of Attachment 2 Standard Terms and Conditions, if applicable	"ABC_564_Exceptions_Redline.docx"
Signed Addenda to the RFO	"ABC_564_Addenda" (.docx or .pdf)

3.9. Rejection of Responses

DIR has sole discretionary authority and reserves the right to reject any and all Responses received as a result of this RFO. Responses that do not comply with the mandatory submission requirements may be rejected. In addition, DIR reserves the right to accept or reject, in whole or

in part, any Responses submitted, and to waive minor technicalities when in the best interest of the State.

3.10. Right to Amend or Withdraw RFO

- A. DIR reserves the right to alter, amend, or modify any provision of this RFO, or to withdraw this RFO, in whole or in part, at any time prior to the award of a Contract if doing so is in the best interest of the State. DIR reserves the right to re-solicit for like or similar products and services whenever it determines re-solicitation to be in the best interest of the State.
- B. Any changes or additional information regarding this RFO will be posted as an Addendum on the ESBD, at <http://www.txsmartbuy.com/esbd>. It is the responsibility of Respondents to monitor the web site for Addenda. Respondent's failure to periodically check the ESBD will in no way release the Respondent from Addenda or additional information resulting in additional costs to meet the requirements of the RFO.

3.11. Pre-agreement Costs

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

3.12. Ownership of Responses

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

3.13. Public Information

- A. DIR is a government agency subject to the Texas Public Information Act. Responses submitted to DIR as a result of this RFO are subject to release as public information. Responses of Successful Respondents will be published on DIR's website after contracts are executed, and all other Responses are subject to release upon completion of the procurement or if the procurement is terminated.
- B. If a Respondent believes that its Response, or parts of its Response, may be exempted from disclosure under Texas law, Respondent must submit both a redacted and unredacted copy of its Response. In the unredacted copy, Respondent must specify page-by-page and line-by-line the parts of the Response that it believes are exempt. Respondent may not mark its complete Response "copyrighted" or mark every page as proprietary or confidential. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons substantiating the exception(s). DIR may publish or release the redacted copy of the Response without notice to or consent from

Respondent.

- C. If a Respondent fails to provide redacted and unredacted copies of its Response, or fails to specifically identify information that Respondent believes to be excepted from disclosure within its Response, then Respondent waives any and all claims against DIR for the release of such information, regardless of whether DIR provided prior notice to Respondent of such release.
- D. Pursuant to Texas Government Code section 2252.907, Respondent is required to make any information created, exchanged with the state pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.
- E. The Office of the Texas Attorney General (OAG) has the sole authority to determine whether information is confidential and not subject to disclosure under the Public Information Act. DIR shall comply with all decisions of the OAG.
- F. DIR assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
- G. The issuance of this RFO does not imply that DIR is making an offer to do business with any RFO recipient or Respondent. No agreement or other binding obligation on DIR is implied or will occur unless and until a definitive agreement is executed. The issuance of this RFO and the submission of the Respondent's Response do not create any obligation upon DIR to purchase goods or Services from the Respondent, or to enter into any binding legal relationship with one (1) or more of the Respondents.
- H. DIR makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFO, its Appendices and Attachments, and in the Data Room, if any. The Respondent is responsible for making its own evaluation of information and data contained in this RFO and in preparing and submitting its Response.

3.14. News Release

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

4. EVALUATIONS, NEGOTIATIONS, AND AWARD

4.1. Evaluation of Responses

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

4.2. Evaluation Criteria

4.2.1 Pass/Fail Criteria

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

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

- ii) Missing VADSIR for proposed development services in Exhibit D; and
 - iii) Missing Policy Driven Accessibility Adoption self-assessment for any submission.
2. Pricing will be evaluated on a pass/fail basis.
- i) Respondents are required to complete and submit a Pricing Sheet (Exhibit D) as stated in Section 2.3 above. Respondent **must** provide a minimum discount from its comprehensive web development and/or managed services listed in **Exhibit D** to qualify for award. If a Respondent fails to submit a Pricing Sheet including a minimum discount as required by this section, the response will be disqualified. DIR reserves the right to negotiate Respondents proposed minimum discounts prior to contract award, and to cease negotiations where proposed minimum discounts are determined to be noncompetitive.

4.2.2 Weighted Evaluation Criteria

- A. DIR will use the following criteria (listed in order of priority) to determine the best value for the state:
 - i) **Exhibit B: Respondent Experience** and three (3) completed **Exhibit E: Reference Forms** (DIR will score only the first three (3) references received for each technology category being pursued by the Respondent; **Exhibit E: Reference Forms must come to DIR directly from the Reference to be considered responsive.**) – 65%.
 - ii) **Exhibit C: Contract Marketing and Customer Support Plan** – 35%.
- B. DIR's evaluation of Respondent's history and experience may include consideration of Respondent performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.115.
- C. DIR will consider exceptions in light of a Respondent's score in other areas. Excessive exceptions, or exceptions which are not presented in the formats described in RFO Section [3.8.3.44](#) may affect a Respondent's standing, may delay negotiations resulting in a shorter contract term, or may cause the Respondent's Response to be deemed non-responsive and be removed from further consideration.

4.3. Revised Offer

- A. DIR in its discretion will make the determination whether to request oral presentations and/or engage in a Revised Offer process. The Revised Offer process, if held, may be scored.
- B. DIR reserves the right to continue to evaluate Responses until such point as the best value, as defined by Texas Government Code, Section 2157.003, is obtained for the State.

4.4. Negotiations

At the conclusion of the evaluation, as described within **RFO Section 4.1** above, DIR will determine the number of Respondents with whom it will start Contract negotiations. Negotiations will continue until DIR, in its sole discretion, determines that the best value for the State has been obtained.

4.5. Award of Contract

DIR Executive Management shall make the decision to award a Contract, if in the best interest of DIR and the State to do so. The decision of Executive Management on any award is final. Any award for this RFO shall be posted under requisition number RFO DIR-CPO-TMP-564 on the ESBD, <http://www.txsmartbuy.com/esbd>, upon execution of a Contract. All Responses and working papers pursuant to this RFO are not subject to disclosure under the Public Information Act until all Contracts resulting from this RFO have been executed.

4.6. Protest Procedures

Any Respondent who is aggrieved in connection with this RFO, evaluation, or award of a Contract may formally protest to DIR in accordance with the Vendor protest procedures posted on the DIR Web site at:

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

End of RFO

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES

<Successful Respondent Name>

1 Introduction

1.1 Parties

This contract for Comprehensive Web Development and Managed Services (this “Contract”) is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and <SUCCESSFUL RESPONDENT NAME>, a <STATE> <ENTITY TYPE>(hereinafter “Successful Respondent”), with its principal place of business at <SUCCESSFUL RESPONDENT ADDRESS>.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-564, on xx/xx/20xx, for Comprehensive Web Development and Managed Services (the “RFO”). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-564 shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

- a) For transactions under this Contract, the order of precedence shall be as follows:
 - i. this Contract;
 - ii. Appendix A, Standard Terms and Conditions;
 - iii. Appendix B, Successful Respondent’s Historically Underutilized Businesses Subcontracting Plan;
 - iv. Appendix C, Pricing Index;
 - v. Appendix D, SOW;
 - vi. Exhibit 1, RFO DIR-CPO-TMP-564, including all Addenda; and
 - vii. Exhibit 2, Successful Respondent’s Response to RFO DIR-CPO-TMP-564, including all Addenda.
- b) Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

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

2 Term of Contract

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

3 Option to Extend

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

4 Product and Service Offerings

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-564 for Comprehensive Web Development and Managed Services. At DIR’s sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 Pricing

5.1 Pricing Index

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

5.2 Customer Discount

- a) The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or

<Successful Respondent Name> - <Successful Respondent EIN>

MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

- b) Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.
- c) If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

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

5.4 Shipping and Handling

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

5.5 Travel Expenses

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of such services. Travel expense reimbursement may include

personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services provided under this Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

6 DIR Administrative Fee

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

7 Internet Access to Contract and Pricing Information

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

- a) A current price list or mechanism to obtain specific contract pricing;
- b) MSRP/list price or DIR Customer price;
- c) Discount percentage (%) off MSRP or List Price;
- d) Warranty policies; and
- e) Return policies.

8 Use of Order Fulfillers

8.1 Authorization to Use Order Fulfillers

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

8.2 Designation of Order Fulfillers

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

8.3 Changes in Order Fulfiller

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

8.4 Order Fulfiller Pricing to Customer

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

9 Notification

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

If sent to the State:

Hershel Becker or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: hershel.becker@dir.texas.gov

If sent to Successful Respondent:

Successful Respondent Representative
Company Name
Address
City, State Zip
Phone: () -
Email:

10 Statement of Work

Services provided under this Contract shall be in accordance with the Statement of Work entered into between Successful Respondent and Customer, which may be in the form of the SOW Template as set forth in **Appendix D** of this Contract. No changes to the Statement of Work terms and conditions may be made unless previously agreed to by Successful Respondent and Customer. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

11 Conflicting or Additional Terms

- a) The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept

<Successful Respondent Name> - <Successful Respondent EIN>

such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

- b) Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.
- c) Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
- d) If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 Authorized Exceptions to Appendix A, Standard Terms and Conditions

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

(Remainder of this page intentionally left blank.)

<Successful Respondent Name> - <Successful Respondent EIN>

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

<SUCCESSFUL RESPONDENT NAME>

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By: _____

Name: Hershel Becker

Title: Chief Procurement Officer

Date: _____

Office of General Counsel: _____

Date: _____



Department of Information Resources

Appendix A

Standard Contract Terms and Conditions

Cooperative Contracts

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

1 CONTRACT SCOPE

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

2 NO QUANTITY GUARANTEES

The Contract is not exclusive to Successful Respondent. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and/or services will be procured through the Contract.

3 DEFINITIONS

3.1 Compliance Check

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

3.2 Contract

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

3.3 CPA

Refers to the Texas Comptroller of Public Accounts.

3.4 Customer

Any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001:

- A. A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- B. A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- C. Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

- D. A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency’s clients;
- E. A local workforce development board created under Section 2308.253, Texas Government Code;
- F. A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- G. The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation’s successor entity under Section 74.1011, Texas Agriculture Code;
- H. A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- I. A nonprofit organization that provides affordable housing.

3.5 **Business day**

Shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

3.6 **DIR**

Refers to the Texas Department of Information Resources.

3.7 **Effective Date**

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

3.8 **Invoice**

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

3.9 **Purchase Order**

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

3.10 **State**

Refers to the State of Texas.

3.11 **Statement of Work (SOW)**

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

3.12 **Subcontracting Plan**

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

3.13 **Successful Respondent**

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

3.14 **Third-Party Provider**

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

4 **GENERAL PROVISIONS**

4.1 **Entire Agreement**

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

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

- A. The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Successful Respondent.
- B. DIR may amend the Contract upon thirty (30) calendar days written notice to Successful Respondent without the need for Successful Respondent's written consent: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions.
- C. Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Successful Respondent may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.
- D. Customer(s) and Successful Respondent will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract.

4.3 **Invalid Term or Condition**

- A. To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.
- B. If one (1) or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent

jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

4.4 Assignment

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

4.5 Survival

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

4.6 Choice of Law

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

4.7 Limitation of Authority

Successful Respondent shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in the Contract; no other authority,

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

4.8 Proof of Financial Stability

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

4.9 Data Location

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

4.10 Independent Contractor

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

5 INTELLECTUAL PROPERTY MATTERS

5.1 Intellectual Property Matters Definitions

5.1.1 "Work Product"

Means any and all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Effective Date, including but not limited to any:

- (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, configurations, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works),
- (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin,
- (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how,
- (iv) domain names,
- (v) any copies, and similar or derivative works to any of the foregoing,

- (vi) all documentation and materials related to any of the foregoing,
- (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and
- (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:
 - a. by any Successful Respondent personnel or Customer personnel, or
 - b. any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.1.2 "Intellectual Property Rights"

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

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

5.1.3 "Third Party IP"

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

5.1.4 "Successful Respondent IP"

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

- i) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the services or Work Product, or

- ii) after the Effective Date if such tangible or intangible items or things were independently developed by Successful Respondent outside Successful Respondent's provision of services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.2 Ownership

As between Successful Respondent and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Successful Respondent. Successful Respondent specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Successful Respondent hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title, and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Successful Respondent acknowledges that Successful Respondent and Customer do not intend Successful Respondent to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Successful Respondent, to all Successful Respondent materials, premises, and computer files containing the Work Product. Successful Respondent and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Successful Respondent.

5.3 Further Actions

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

cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

5.4 Waiver of Moral Rights

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

5.5 Confidentiality

All documents, information and materials forwarded to Successful Respondent by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Successful Respondent under Section [5.8 Successful Respondent License to Use](#). Hereunder, Successful Respondent shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

5.6 Injunctive Relief

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

5.7 Return of Materials Pertaining to Work Product

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

5.8 Successful Respondent License to Use

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

5.9 Third-Party Underlying and Derivative Works

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

5.10 Agreement with Third Party Providers

Successful Respondent agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any Third Party Providers, prior to their providing such services or Work Product pursuant to the Contract, and that Successful Respondent shall maintain such written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Successful Respondent. Copies of such agreements shall be provided to the Customer promptly upon request.

5.11 License to Customer

Successful Respondent grants to Customer, at no additional charge, a world-wide, non-exclusive, perpetual, irrevocable, royalty free right and license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Successful Respondent IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Successful Respondent IP remain in Successful Respondent.

5.12 Successful Respondent Development Rights

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

6 TERMS AND CONDITIONS APPLICABLE TO STATE AGENCY PURCHASES ONLY

- A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. Successful Respondent hereby represents, certifies, and warrants that it and its products and services comply with all relevant accessibility laws and standards.
- i) Upon request, and prior to a DIR Customer purchase, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such competed ACRs already exist, and there have been no changes to the product/service since the time of the original document completion.
 - ii) If Successful Respondent claims that a proposed product or family of products is exempt from accessibility requirements, it must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.
 - iii) Upon request, and prior to a DIR customer purchase for IT development services, Successful Respondent must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Successful Respondent's capability or ability to produce accessible electronic and information resources.
 - iv) Additionally, Successful Respondent must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to

planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

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

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

- i) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).
- ii) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.
- iii) Successful Respondent agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Section.

7 CONTRACT FULFILLMENT AND PROMOTION

7.1 Service, Sales and Support of the Contract

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

7.2 Internet Access to Contract and Pricing Information

A. Successful Respondent Webpage

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

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

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

7.3 Accurate and Timely Contract Information

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

7.4 Webpage Compliance Checks

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

7.5 Webpage Changes

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

7.6 Use of Access Data Prohibited

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

7.7 Responsibility for Content

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

7.8 Services Warranty and Return Policies

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

7.9 DIR and Customer Logos

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

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

7.10 Successful Respondent Logo

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

7.11 Trade Show Participation

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

reserves the right to approve or disapprove of the location or the use of the DIR logo in or on Successful Respondent's booth.

7.12 Orientation Meeting

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

7.13 Performance Review Meetings

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

7.14 DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain: product or service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR Customers can procure the products or services.

8 PURCHASE ORDERS, INVOICES, AND PAYMENTS

8.1 Purchase Orders

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

8.2 Invoices

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

8.3 Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Successful Respondent. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later.

Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.

8.4 Tax-Exempt

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

8.5 Travel Expense Reimbursement

Pricing for services provided under the Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<https://comptroller.texas.gov/purchasing/programs/travel-management/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

9 CONTRACT ADMINISTRATION

9.1 Contract Managers

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

9.1.1 DIR Contract Manager

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

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

9.1.2 Successful Respondent Contract Manager

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

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

9.2 Reporting and Administrative Fees

9.2.1 Reporting Responsibility

- A. Each month, Successful Respondent shall report all products and services purchased under the Contract. Successful Respondent shall file monthly reports to include monthly sales reports, subcontract reports, and pay the DIR Administrative Fees in accordance with the due dates specified in this Section.
- B. DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this Section, including but not limited to, Compliance Checks of Successful Respondent's applicable Contract books. Successful Respondent will provide all required documentation at no cost.

9.2.2 Detailed Monthly Report

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

9.2.3 Historically Underutilized Businesses Subcontract Reports

- A. Successful Respondent shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.
- B. Reports shall be due in accordance with the CPA rules.

9.2.4 DIR Administrative Fee

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

9.2.5 Accurate and Timely Submission of Reports

- A. Successful Respondent shall submit reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Fee payments within three (3) business days upon written notification by DIR. Successful Respondent shall deliver any late reports or late DIR Administrative Fee payments within three (3) business days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate reports or DIR Administrative Fee payments or deliver late reports and DIR Administrative Fee payments within three (3) business days, Successful Respondent shall contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.
- B. Should Successful Respondent fail to correct inaccurate reports or cure the delay in timely and accurate delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right at DIR's expense to require an independent third-party audit of Successful Respondent's records as specified in Section [9.3 Records and Audit](#). DIR will select the auditor (and all payments to auditor will require DIR approval).
- C. Failure to timely submit three (3) reports or DIR Administrative Fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of \$100/day for each day the report or payment is due (up to \$1000/month) or suspension or termination of Successful Respondent's Contract.

9.3 Records and Audit

- A. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Successful Respondent and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.
- B. Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract, whichever is later. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.
- C. Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the Compliance Checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking, and/or copying such books and records.
- D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff during the performance of Compliance Check. If Successful Respondent is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

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

9.4 **Contract Administration Notification**

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

10 **SUCCESSFUL RESPONDENT RESPONSIBILITIES**

10.1 **Indemnification**

10.1.1 **Indemnities by Successful Respondent**

- A. Successful Respondent shall defend, indemnify, and hold harmless DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, resulting from, or related to:
 - i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
 - ii) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
 - iii) any breach, disclosure, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and
 - iv) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.
- B. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED

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

10.1.2 Infringements

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

10.2 Property Damage

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

10.3 Taxes/Worker's Compensation/Unemployment Insurance

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

10.4 Successful Respondent Certifications

- A. Successful Respondent represents and warrants that, in accordance with Section 2155.005, Texas Government Code, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Successful Respondent.
- B. Successful Respondent hereby certifies, represents, and warrants, on behalf of Successful Respondent that:
- i) it has not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
 - ii) it is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under Section 231.006, Texas Family Code, and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
 - iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
 - iv) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;
 - v) under Section 2155.004, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
 - vi) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;
 - vii) Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.
 - viii) as of the Effective Date, it is not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website (<https://comptroller.texas.gov/purchasing/publications/divestment.php>);
 - ix) in the performance of the Contract, Successful Respondent shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Section 2155.4441, Texas Government Code;

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

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

10.5 Ability to Conduct Business in Texas

Successful Respondent shall be authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9. Upon request by DIR, Successful Respondent shall provide all

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

10.6 Equal Opportunity Compliance

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

10.7 Use of Subcontractors

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

10.8 Responsibility for Actions

- A. Successful Respondent is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
- B. Successful Respondent, for itself and on behalf of its subcontractors, shall report to the DIR Contract Manager within five (5) business days any change to the information contained in the Certification Statement of **Exhibit A** of the RFO or Section [10.4, Successful Respondent Certifications](#) of this Appendix A to the Contract. Successful Respondent covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

10.9 Confidentiality

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

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

10.10 Security of Premises, Equipment, Data and Personnel

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

10.11 Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct such background checks. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or Third-Party Provider in question.

10.12 Limitation of Liability

- A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.
- B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.
- C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily

injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

10.13 **Overcharges**

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

10.14 **Prohibited Conduct**

Successful Respondent represents and warrants that, to the best of its knowledge as of the date of this certification, neither Successful Respondent nor any subcontractor, firm, corporation, partnership, or institution represented by Successful Respondent, nor anyone acting for Successful Respondent or such subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the RFO directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

10.15 **Required Insurance Coverage**

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

10.15.1 Commercial General Liability

Commercial General Liability must include \$1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of \$2,000,000.00; Medical Expenses per person of \$5,000.00; Personal Injury and Advertising Liability of \$1,000,000.00; Products/Completed Operations aggregate Limit of \$2,000,000.00 and Damage to Premises Rented: \$50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- A. Blanket contractual liability coverage for liability assumed under the Contract;
- B. Independent Contractor coverage;
- C. State of Texas, DIR, and Customer listed as an additional insured; and
- D. Waiver of Subrogation.

10.15.2 Workers' Compensation Insurance

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

10.15.3 Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

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

10.16 Use of State Property

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

10.17 Immigration

- A. Successful Respondent shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under the Contract.
- B. Pursuant to Chapter 673, Texas Government Code, Successful Respondent shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

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

10.18 Public Disclosure

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

10.19 Product and/or Services Substitutions

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

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

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

10.21 Deceptive Trade Practices; Unfair Business Practices

- A. Successful Respondent represents and warrants that neither Successful Respondent nor any of its subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.
- B. Successful Respondent certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

10.22 Drug Free Workplace Policy

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

10.23 Public Information

- A. Pursuant to Section 2252.907, Texas Government Code, Successful Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- B. Each State government entity should supplement the provision set forth in Section A, above, with the additional terms agreed upon by the parties regarding the specific format by which Successful Respondent is required to make the information accessible by the public.
- C. Successful Respondent represents and warrants that it will comply with the requirements of Section 552.372(a), Texas Government Code, where applicable. Except as provided by Section 552.374(c), Texas Government Code, the requirements of Subsection J, Chapter 552, Texas Government Code, may apply to the Contract or certain Purchase Orders, and Successful Respondent agrees that the Contract or such Purchase Orders can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

10.24 Successful Respondent Reporting Requirements

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

10.25 Cybersecurity Training

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

11 CONTRACT ENFORCEMENT

11.1 Enforcement of Contract and Dispute Resolution

- A. Successful Respondent and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, (iii) except as provided in Sec. 2251.051 Texas Government Code, Successful Respondent shall continue performance while the dispute is being resolved, and (iv) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.
- B. Disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with the above. DIR shall not be a party to any such dispute unless DIR, Customer, and Successful Respondent agree in writing.

- C. State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over \$25,000.00.

11.2 Termination

11.2.1 Termination for Non-Appropriation

11.2.1.1 Termination for Non-Appropriation by Customer

Customers may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.1.2 Termination for Non-Appropriation by DIR

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

11.2.2 Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Successful Respondent becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Successful Respondent becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration; or (iii) Successful Respondent is found by DIR to be ineligible to hold the Contract under Subsection (b) of Section 2155.006, Texas Government Code. Successful Respondent shall be provided written notice in accordance with Section 14.1, Notices, of intent to terminate.

11.2.3 Termination for Convenience

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

11.2.4 Termination for Cause

11.2.4.1 Contract

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

11.2.4.2 Purchase Order

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

11.2.5 Immediate Termination or Suspension

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

11.2.6 Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and any Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract in accordance with Section [4.5](#).

11.2.7 Successful Respondent Rights Under Termination

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

11.3 Force Majeure

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

12 NON-SOLICITATION OF STATE EMPLOYEES

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

13 WARRANTY

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

14 NOTIFICATION

14.1 Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three (3) business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in the Contract or to such other address as such party shall have notified the other party in writing.

14.2 Handling of Written Complaints

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

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

15 CAPTIONS

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

<END OF APPENDIX A>

Note: The Sample SOW below is based on the traditional **Waterfall** project methodology in which there is assured predictably in scope Comprehensive Web Development projects have traditionally followed this methodology; however, it is important to note that not all such projects may be suited to Waterfall. Alternatively, the **Agile** project methodology is recommended when there is a moderate level of uncertainty and complexity in scope. For more information, on developing an Agile Comprehensive Web Development and Managed Services SOW, please contact Mary.Vickery@dir.texas.gov

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Waterfall (Traditional)

Sample Statement of Work

STATEMENT OF WORK (SOW)
FOR
**Comprehensive Web Development and
Managed Services**

Project Name
Technology Category

DIR Customer Name

DATE

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1. Introduction

Describe the Comprehensive Web Development and Managed Services to be delivered and the characteristics of the Comprehensive Web Development and Managed Services 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.

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- 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)

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- 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 Contract.

9. Customer/Vendor-Furnished Equipment and Workspace

Specify what equipment and/or workspace 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.

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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

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Exhibit A

Respondent Information

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

- 1) A) Legal Entity Name: _____
B) Company "friendly" Name (DBA): _____
- 2) Comptroller of Public Accounts Respondent Identification Number: _____
- 3) DUNS # _____
- 4) Federal Employer Identification Number (FEIN) _____
- 5) Parent company name (if applicable) _____
- 6) Principal place of business

Address:

City:

State:

Zip Code:

- 7) Facility responsible for servicing the contract

Address:

City:

State:

Zip Code:

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

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

Name:

Address:

City, State, Zip:

Phone Number:

Fax:

Email:

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

Name:

Address:

City, State, Zip:

Phone Number:

Fax:

Email:

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

Name:

Title:

Address:

Phone Number:

Fax:

Email:

11) Indicate whether your company is a certified Historically Underutilized Business (HUB) with the State of Texas by the CPA.

_____ Yes _____ No

12) Year of incorporation:

13) Exceptions

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

(a) This section contains the format for Respondents to note any exception to any standard provision, term, or condition specified in the RFO. **Respondents should note that DIR expects each Respondent to comply with the requirements of this RFO as written.** An explanation as to why the Respondent **cannot** comply with the provision, term, or condition **and** why the proposed alternative language **must** be included in the Response. Examples of nonresponsive explanations include:

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

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- (b) Exceptions must include:
- (i) RFO document title, section number, and section title;
 - (ii) Explanation as to why Respondent cannot comply with the term or condition; and
 - (iii) Proposed alternate language (redline).
- (c) If Respondent fails to note any exception within its Response, Respondent may not be allowed to request an exception throughout the procurement process. No exceptions will be considered after negotiations or Contract Award.
- (d) Refer to the table below. The column labeled "Location/Specific Section Reference" should be used to identify the specific RFO document and the location(s) (section number or other identifiable reference) within the RFO documents that the language addresses. The Respondent must provide, as a separate Microsoft Excel document, a file entitled "ABC_564_Exceptions.xlsx."
- (e) **Respondents are encouraged not to request exceptions to standard contract terms and conditions; DIR, in its sole discretion, may or may not accept the Respondent's requested exceptions.** Exceptions will be one (1) factor considered by DIR in determining best value for the State.
- (f) If there are no exceptions, the Respondent shall explicitly state in the Microsoft Excel document "ABC_564_Exceptions.xlsx" that the Respondent takes no exception to any part of this RFO.
- (g) **Any exception may result in the Contract not being awarded to the Respondent. DIR reserves the right to exclude a Respondent based upon the quality and substance of any exception(s).**

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

In addition to completing the table above, Respondent shall include in its Response a red-lined version of Attachment 2 Standard Contract Terms and Conditions containing only those Exceptions specific to that document. Further, Respondent shall include a comment with each redline providing the above-described explanation for why the redlined language is necessary and why the Respondent cannot comply with the original language.

14) Respondent and Subcontractor Conflict of Interest Disclosure

List below all current or former employees of Respondent and/or proposed Respondent

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personnel with conflict of interests as follows:

- a) **NOTE:** Any current or former employees of Respondent who will spend twenty percent (20%) or more of their time on a contract resulting from this RFO and are current or former employees of the State of Texas within the past five (5) years; and
- b) **NOTE:** Any proposed Respondent personnel assigned to work directly on any Contract to arise from this RFO twenty percent (20%) or more of their time who are related within two (2) degrees of consanguinity of any current or former employees of the State of Texas. Disclosure of former state employees may be limited to the last five (5) years.

Respondent Personnel:

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

Subcontractor personnel:

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

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

15) Proof of Financial Stability

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

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16) Statement of Compliance

A. Checklist for the RFO

- (i) The following checklist is provided for the convenience of Respondents in their Response preparation process. It is not intended to represent an exhaustive list of the mandatory requirements for this RFO. Respondents must ensure that all mandatory requirements for this RFO are met, even if they are not included in this checklist.
- (ii) A completed checklist shall not be binding on DIR’s administrative review for compliance with the mandatory Response contents specified in this RFO. As step one of the evaluation process, DIR will review all Responses to ensure compliance with the mandatory Response contents as specified in Section 3.8.1.2 of the RFO and reject any Response that does not comply.
- (iii) **All Responses must be received by DIR on or before the date and time specified in Section 3.3 of this RFO. No late Responses will be reviewed.**

Item	Check
Responses must be submitted in the BidStamp VIS Portal	<input type="checkbox"/>
Mandatory Response Contents	
Exhibit A: Respondent Information Form (this document) – MUST BE SIGNED	<input type="checkbox"/>
Exhibit B: Respondent Experience	<input type="checkbox"/>
Exhibit C: Contract Marketing and Support Plan	<input type="checkbox"/>
Exhibit D: Pricing	<input type="checkbox"/>
Exhibit E: Reference Form	<input type="checkbox"/>
Exhibit F: Respondent Release of Liability	
Exhibit G: Voluntary Product Accessibility Template (VPAT)	<input type="checkbox"/>
Exhibit H: Vendor Accessibility Development Services Information Request (VADSIR)	<input type="checkbox"/>
Exhibit I: Policy Driven Adoption for Accessibility (PDAA)	<input type="checkbox"/>
Exhibit J: Completed and Signed HUB Subcontracting Plan (HSP)	<input type="checkbox"/>
Exhibit K: EDGAR Certification Form	<input type="checkbox"/>
Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions	<input type="checkbox"/>
Redlined version of Attachment 2 Standard Terms and Conditions, if applicable	<input type="checkbox"/>
Signed Addenda to the RFO	<input type="checkbox"/>

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B. Certification Statement

The undersigned hereby certifies on behalf of insert company name here that DIR-CPO-TMP-564; has been read and understood. In submitting its Response insert company name here represents to DIR the following:

- (i) Respondent is capable of providing the products and services as described in the RFO
- (ii) Respondent is offering true and correct pricing and discounts for the products and services;
- (iii) Respondent agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
- (iv) as of the date of signature below, Respondent is not listed in the prohibited Respondents list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control;
- (v) Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;
- (vi) Respondent certifies, under Texas Government Code, Sections 2155.004 and 2155.006, that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate;
- (vii) Respondent certifies that, to the extent applicable to this scope of this RFO, Respondent is in compliance with Health and Safety Code, Chapter 361, Subchapter Y, related to the Computer Equipment Recycling Program, and the related rules found at 30 TAC Chapter 328;
- (viii) Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response;
- (ix) Respondent has not received compensation for participation in the preparation of specifications for this solicitation as required by Texas Government Code, Section 2155.004(a);
- (x) Respondent has not, nor has anyone acting for Respondent, violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any

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

- (xi) Respondent is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate, and any Respondent subject to Section 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the Response, prior to award; .Enter the name and Social Security Numbers for each person below (alternatively, if this section applies, Respondent may make a note here and include Names and Social Security Numbers on a separate page and include it in the electronic folder labeled "Confidential and Proprietary."

Name	Social Security Number

- (xii) Respondent agrees that any payments due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
- (xiii) Respondent agrees to comply with Texas Government Code, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas;
- (xiv) Respondent certifies it is in compliance with Texas Government Code, Section 669.003, relating to contracting with executive head of a state agency; if Section 669.003 applies, bidder will complete the following information for the bid to be evaluated:

Name of Former Executive:_____

Name of State Agency:_____

Date of Separation from State Agency:_____

Position with Bidder:_____

Date of Employment with Bidder:_____

- (xv) Respondent certifies for itself and its subcontractors that it has identified all current or former, within the last five (5) years, employees of the State of Texas assigned to work on the DIR Contract twenty percent (20%) or more of their time and has disclosed them to DIR and has disclosed or does not employ any relative of a current or former state employee within two (2) degrees of consanguinity, and, if these facts change during the

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- course of the Contract, Respondent certifies it shall disclose for itself and on behalf of subcontractors the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;
- (xvi) Respondent represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety;
 - (xvii) Respondent certifies that if a Texas address is shown as the Principle Place of Business in Exhibit A, Respondent Information Form, Respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part I, Chapter 20;
 - (xviii) Respondent understands and agrees that Respondent may be required to comply with additional terms and conditions or certifications that an individual Customer may require due to state and federal law (e.g., privacy and security requirements); and
 - (xix) Respondent agrees that these representations will be incorporated into any subsequent agreement(s) between Respondent and Customer that result from this RFO;
 - (xx) Respondent certifies that there have / have not been canceled contracts in the past five (5) years. **NOTE:** If "have" is checked, Respondent must complete and submit **Exhibit A, Attachment 1**; if "have not" is checked, Respondent shall include a statement certifying that they have had no canceled contracts in the past five (5) years.
 - (xxi) Respondent represents and warrants as required by Texas Government Code section 2270.002, by executing this Contract, that Respondent does not, and will not during the term of this Contract, boycott Israel. Respondent further certifies that no subcontractor of the Respondent boycotts Israel or will boycott Israel during the term of this Contract. Respondent agrees to take all necessary steps to ensure this certification remains true during the term of this Contract; and
 - (xxii) Respondent certifies, under Texas Government Code, Section 2155.0061, that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.

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Signature of Officer or Agent empowered to contractually bind the Respondent

Title

Date

<END OF EXHIBIT A>

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Exhibit A

Attachment 1

List of Respondent's Cancelled Contracts

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

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

RESPONDENT NAME: _____

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

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

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REASON FOR CANCELLATION:

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

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**Exhibit B
Vendor History and Experience**

- 1) In no more than one (1) page, provide a detailed history of your company.
- 2) Indicate the Comprehensive Web Development and Managed Services Service Category(ies) to which your company is Responding:

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

Service Category	Submitting Response?
Website Design	<input type="checkbox"/>
Website Development	<input type="checkbox"/>
Domain Name System (DNS) Management	<input type="checkbox"/>
Business Analysis Services	<input type="checkbox"/>
Website Hosting and Cloud Hosting	<input type="checkbox"/>
E-Mail Hosting	<input type="checkbox"/>
Accessibility Services	<input type="checkbox"/>
Web Content Management (WCM)	<input type="checkbox"/>
Web Training, Maintenance, and Support	<input type="checkbox"/>
Turnkey Solutions	<input type="checkbox"/>

**Note: Descriptions of the service Categories may be found in the RFO Section 2.1*

- 3) For each Comprehensive Web Development and Managed Services selected in Table 1 and in no more than three (3) pages per category, provide a summary of the Respondent's experiences providing the services requested in this RFO. Each summary should clearly indicate which Comprehensive Web Development and Managed Services Category will be discussed.
- 4) Provide the number of years your company has sold the products/services requested in this RFO.
- 5) 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.
- 6) 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

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If yes, provide the entity names, total sales, quantity sold, and discount % off list price.

- 7) 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, quantity sold, and discount % off list price.

- 8) 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, quantity sold, and discount % off list price.

- 9) Indicate whether or not your company currently holds or has held a DIR contract(s) in the past 5 years.

_____Yes _____No

If yes, provide the DIR contract number(s).

END OF EXHIBIT B

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**Exhibit C
Contract Marketing and 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 Customer Channels as specified below.
A Contract Marketing Plan, as an example, would list the marketing elements Vendor would use like publishing on DIR website, email signature tag, Trade Publication Advertisements, social media, direct sales, etc.
 - a. Texas State Agencies
 - b. Public and Private Institutions of Higher Education
 - c. Public and Private School Districts (K-12)
 - d. Local Governments
 - e. Assistance Organizations
 - f. Public Hospitals
 - g. [Public Institutions outside of Texas](#)
- 2) Describe your company's strategy for providing sales, order processing, and support of eligible DIR Customers throughout the State of Texas. **NOTE:** For a complete list of DIR eligible customers, refer to the DIR website information on eligibility, located here: <https://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=1>.
- 3) Provide the projected total sales of the products and 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, list those existing DIR contracts, and explain how this contract will 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 products and services offered in Vendor's response.
- 6) 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

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contract. In a narrative, describe how the Vendor will manage the contract to ensure uninterrupted, high quality performance and overall contract effectiveness.

- 7) In no more than one page, provide a narrative detailing the management and customer relationship team's previous experience in applicable contract management, Statement of Work (SOW) management, customer interaction, conflict resolution and reconciliation procedures.
- 8) Provide a sample of a Statement of Work (SOW) and/or Service Level Agreement (SLA) of applicable Comprehensive Web Development and Managed Services scope between you and DIR for DIR Customers detailing, at minimum, the following but not limited to:
 - a. Service Requirements;
 - b. Roles and Responsibilities;
 - c. Key Milestones/Schedule;
 - d. Reporting; and
 - e. Follow-up process and timeline.

END OF EXHIBIT C

**Department of Information Resources
Request for Offer DIR-CPO-TMP-564
Comprehensive Web Development and Managed Services
Exhibit D - PRICING SHEET**

Instructions	
1)	TAB 1 - Pricing Sheet - INSTRUCTIONS - Respondent shall provide a description and the specific pricing for any services that Respondent is proposing to offer in response to this RFO. Services should be listed by Service Category in Tab 2 Pricing Sheet of this spreadsheet. Respondent shall provide specific pricing for the services applicable to their response.
2)	The discount being offered shall be based upon List Price/Manufacturer's Suggested Retail Price (MSRP). Comprehensive Web Development services Discounts MUST be listed by service categories listed on Comprehensive Web Development Pricing Sheet.
3)	Discounts <u>must</u> be listed by service category or product line and include all shipping and handling fees.
4)	Discount range (e.g., 0% - 99%) is not allowed.
5)	Respondent shall provide a description of MSRP/List Price or the method utilized to derive MSRP/List Price.
6)	If Vendor is proposing Volume Discounts, the product must be listed separately on the Volume Discount Price Sheet with the associated type or grouped with an associated discount and submitted with Vendor's response. For example:
	ABC Product, 1-5 Units - 10%
	ABC Product, 6-10 Units - 20%
	ABC Product, 10+ Units - 30%
	All Volume Discounts will be listed on the Volume Discount Price Sheet tab and will be submitted in the EXCEL spreadsheet format.

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Comprehensive Web Development and Managed Services
Exhibit D - PRICING SHEET
COMPANY NAME: ABC, Inc.

Upload the itemized PRICE SHEET in the [BIDSTAMP VIS](#) as an EXCEL spreadsheet

SERVICE CATEGORY Description	Service Sub-Category Description	MSRP/List Price (Per Unit)	Unit of Measure	Discount % off MSRP	DIR Customer Price (Per Unit/EA)
1. WEBSITE DESIGN/DEVELOPMENT					
WEBSITE DESIGN/DEVELOPMENT	e.g. Website Design/Development Cat1				
WEBSITE DESIGN/DEVELOPMENT	e.g. Website Design/Development Cat2				
WEBSITE DESIGN/DEVELOPMENT	e.g. Website Design/Development Cat3				
WEBSITE DESIGN/DEVELOPMENT	e.g. Website Design/Development Cat4				
(Provide what is included in the above)					
2. DOMAIN NAME SYSTEM (DNS) MANAGEMENT					
DOMAIN NAME SYSTEM (DNS) MANAGEMENT	e.g. Domain Name Registration (one time fee)				
DOMAIN NAME SYSTEM (DNS) MANAGEMENT	e.g. Domain Name Renewal (yearly fee)				
(Provide any additional offering for DNS and price structure offering - e.g. one time, monthly fee, annual fee)					
3. BUSINESS ANALYSIS SERVICES					
BUSINESS ANALYSIS SERVICES	e.g. Website Traffic Analysis				
BUSINESS ANALYSIS SERVICES	e.g. Monthly Activity Reports				
BUSINESS ANALYSIS SERVICES	e.g. 24/7 Monitoring				
(Provide any additional business tools offered and price structure offering - e.g. one time, monthly fee, annual fee)					
4. WEBSITE HOSTING					
WEBSITE HOSTING	e.g. Hosting fees (monthly), XYZ				
WEBSITE HOSTING	e.g. Hosting fees (Annual), XYZ				
(Provide storage capacity, data transfer, support offered and any additional offering. Include price structure offering - e.g. one time, monthly, annual fee)					
5. CLOUD HOSTING					
CLOUD HOSTING	e.g. Hosting fees (monthly)				
CLOUD HOSTING	e.g. Hosting fees (Annual), XYZ				
(Provide storage capacity, data transfer, support offered and any additional offering. Include price structure offering - e.g. one time, monthly, annual fee, can not sell as stand alone, must be part of the Web Development solution)					
6. E-MAIL HOSTING					
E-MAIL HOSTING	e.g. E-mail addresses (one (1) mailbox)				
E-MAIL HOSTING	e.g. E-mail addresses (five (5) mailboxes)				
E-MAIL HOSTING	e.g. E-mail addresses (ten (10) mailboxes)				
(Provide storage capacity and any additional offerings. Include price structure offering - e.g. monthly, annual fee)					
7. ACCESSIBILITY SERVICES					
ACCESSIBILITY SERVICES	Tools (e.g. named software products)				
ACCESSIBILITY SERVICES	e.g. Testing - hourly rate				
ACCESSIBILITY SERVICES	e.g. Other services				
(Provide services offered and pricing structure (e.g. monthly, hourly, reoccurring fees, blended rates, software, etc)					
8. WEB CONTENT MANAGEMENT (WCM)					
WEB CONTENT MANAGEMENT	e.g. Vendor manages website content - hourly, monthly, annually				
WEB CONTENT MANAGEMENT	e.g. Solution for customer to manage website content - include offering for this scenario				
(Provide services offered and pricing structure (e.g. monthly, annually, per page, per change, per hour, etc)					
9. WEB TRAINING, MAINTENANCE, AND SUPPORT					
TRAINING	Website Maintenance - (hourly, monthly, annually)				
MAINTENANCE	Training - (per class, hourly)				
SUPPORT	Support - (monthly, annually)				
(Provide for each item above services offered and pricing structure)					
10. TURNKEY SOLUTION					
TURNKEY SOLUTION	Website Design, Development, Hosting, Domain Name, Management, E-mail, Accessibility, Web Content Management, Maintenance, Training and Support				
(Provide turnkey solution that includes the above. Vendor should indicate which services is included in the turnkey solution. Provide pricing structure - e.g. monthly, annually, etc)					
11. TURNKEY SOLUTIONS 3RD PARTY PRODUCTS (Signed letter of authorization must be submitted with Vendor's proposal)					



Department of Information Resources

Comprehensive Web Development and Managed Services

Request for Offer DIR-CPO-TMP-564

Vendor References

VENDOR REFERENCES
Comprehensive Web Development and Managed Services
Request for Offer DIR-CPO-TMP-564
REFERENCE DEADLINE TO DIR: No later than January 10, 2023, 2:00 PM

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill out and return directly to DIR at the following email address: rfodir-cpo-tmp-564@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

Vendor Name _____
Insert Type of (e.g. Website Development) Product/Services
Category _____
Prime Contractor _____
Subcontractor(s) _____
Dates of Performance: Starting Date _____ Ending Date _____
Total Est. Contract Dollar Amount _____

This portion to be completed by the Customer providing reference and returned to DIR at rfodir-cpo-tmp-564@dir.texas.gov.

Rating: (0) Unsatisfactory; (1) Marginally Satisfactory; (2) Satisfactory; (3) Exceeds Expectations; N/A. Not Applicable
Definitions for each rating category are contained on the following page.

Please provide your opinion by rating the following:

Quality of Comprehensive Web Development Services

1. Have you purchased any Comprehensive Web Development and/or Managed Services from this Vendor in the past 2 years? Yes ___ No ___
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 Comprehensive Web Development and/or Managed 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.
Marginal (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.

**Exhibit F
RESPONDENT RELEASE OF LIABILITY**

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

To company providing the reference:

Enter name of company providing the reference here

You are hereby requested to provide a business reference for:

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

to the: Texas Department of Information Resources

Solicitation Evaluation Team

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

Signed the _____ day of _____, 20____.

(Respondent Signature)

(Respondent Printed Name)

(Respondent Title)

Signed the _____ day of _____, 20____.

**Request for Offer
Comprehensive Web Development and Managed Services
DIR-CPO-TMP-564**

Voluntary Product Accessibility Template® (VPAT®)

Revised Section 508 Edition

Version 2.3

December 2018

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About This Document

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

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

- Web Content Accessibility Guidelines 2.0, at <http://www.w3.org/TR/2008/REC-WCAG20-20081211/>
- [Revised Section 508 standards](#) as published by the U.S. Access Board in the Federal Register on January 18, 2017, including the [Corrections to the ICT Final Rule](#) as published by the US Access Board in the Federal Register on January 22, 2018

If you need a different combination of standards/guidelines then use the appropriate alternate edition of the VPAT found on <https://www.itic.org/policy/accessibility/vpat>.

This document is broken into two main sections:

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

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

“Voluntary Product Accessibility Template” and “VPAT,” including the template format, are Federally Registered Service Marks of the Information Technology Industry Council (ITI). VPAT users agree not to deviate materially from the template format provided by ITI, and to use the service mark (“®”) where appropriate.

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

This section provides guidance for reporting product conformance for two major accessibility standards and guidelines using the VPAT® to produce the Accessibility Conformance Report. Deviating from these guidelines precludes vendors from referencing the template by name and/or the VPAT acronym. The purpose of these essential requirements and best practices are to promote accurate and consistent reporting of product accessibility information.

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

Getting Started

1. Before creating a report, read all of the materials provided in this document.
2. The Information Technology Industry Council (ITI) provides the VPAT. Use of the template and service mark does not require membership in ITI.
3. Determine which accessibility standards/guidelines will be included in the product conformance report and use the appropriate VPAT file.
4. It is the vendor's responsibility to maintain the integrity of the data in the report.

Essential Requirements for Authors

The following are the minimum requirements to be a VPAT®.

1. The VPAT name and template are registered service marks of ITI. Use of the VPAT template and name requires the inclusion of the registered service mark (i.e., "VPAT®"). Users of the VPAT agree not to deviate from the Essential Requirements for Authors.
2. The template file can be used as is or replicated in a different delivery format, for example as HTML or PDF. The only requirement is that the final conformance report must be accessible.

3. A report may contain a minimum of one applicable Standard/Guideline or any combination of the three Standards/Guidelines that are applicable to the product being reported.
4. A report must contain the following content at a minimum:
 - **Report Title** – In the heading format of “[Company Name] Accessibility Conformance Report”
 - **VPAT Heading Information** – Template version
 - **Name of Product/Version** – Name of Product being reported, including version of the product
 - **Product Description** – A brief description of the product
 - **Date** – Date of report publication. At a minimum, provide the month and year of the report publication. For example, “May 2016”. If date is included ensure it is clear “4 May 2016” or “May 4, 2016”.
 - **Contact Information** – Contact Information for follow-up questions. Listing an email is sufficient.
 - **Notes** – Any details or further explanation about the product or the report. This section may be left blank.
 - **Evaluation Methods Used** – Include a description of what evaluation methods were used to complete the VPAT for the product under test.
 - **Applicable Standards/Guidelines** – A clear indication of which Standards/Guidelines this Conformance Report covers.
 - The list must include only the Standards/Guidelines that were used to develop the product.
 - A report must contain a minimum of one Standard/Guideline or any combination of the three Standards.
 - The applicable Standards/Guidelines that may be included are:
 - [Revised Section 508 standards](#) – the U.S. Federal accessibility standard, published by the U.S. Access Board in the Federal Register on January 18, 2017
 - [Corrections to the ICT Final Rule](#) – a correction to the Revised Section 508 standards, published by the US Access Board in the Federal Register on January 22, 2018
 - Web Content Accessibility Guidelines 2.0 or WCAG 2.0 (ISO/IEC 40500), at <http://www.w3.org/TR/2008/REC-WCAG20-20081211/>

- This information can be in a table format at the top of the report with the table heading ‘Standards/Guidelines’ and the reported Standards/Guidelines identified.
 - Alternatively, the Standard/Guideline being reported can be clearly identified in the introductory text of the report. If multiple Standards or Guideline tables are included, each table should also be clearly identified as to the Standard or Guideline the criteria that table represents.
- **Terms** – Conformance level terms description section
 - **Tables for Each Standard or Guideline** – Tables showing the responses to the criteria.
5. WCAG Conformance Information – The answers in the WCAG success criteria are based on the level of conformance being reported (Level A, AA or AAA).
- These tables are used to answer:
 - Revised Section 508:
 - Chapter 5 Software
 - Chapter 6 Support Documentation
 - The selected levels of WCAG 2.0 Guidelines.
 - If using a summary table, due to answers applying to multiple criteria, when answering for the Revised Section 508, the answers need to be clear in what individual criteria the answer applies to. It is possible to either use a summary, selecting the worst case for the criteria, or to have separate answers or even tables for software, support documentation, authoring tools, etc., so long as the methodology used is made clear.
6. Conformance Levels – The report must list the definition of the terms used in the Conformance Level column. ITI recommends the following terms. If a vendor deviates from the ITI definitions, the vendor shall reference this change in the heading Notes section. If a term is not used it can be removed from the list. The ITI definitions are:
- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
 - **Partially Supports:** Some functionality of the product does not meet the criterion.
 - **Does Not Support:** The majority of product functionality does not meet the criterion.

- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can only be used in WCAG 2.0 Level AAA.

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

7. Remarks and Explanations – Detailed remarks should be provided in the Remarks and Explanations column to justify your answer in the Conformance Level column.
 - When the conformance level is 'partially supports' or 'does not support', the remarks should identify:
 1. The functions or features with issues
 2. How they do not fully support
 - If the criterion does not apply, explain why.
 - If an accessible alternative is used, describe it.
8. In the Section 508 tables, when subsections of criteria do not apply to the product, the section may be summarized or removed as long as an explanation is provided explaining why a criterion does not apply. Another alternative is to leave the table and add a summary why the section doesn't apply. For example, in Chapter 5 the criteria in 502 and 503 will not apply to a web only application, thus those sections can be removed with a summary in the notes for the chapter, or a row in the table.

Best Practices for Authors

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

- **Branding Header:** Company logo or branding information
- **Date Changes:** If a report is revised, change the report date and explain the revision in the Notes section. Alternately, create a new report and explain in the Notes section that it supersedes an earlier version of the report.
- **Notes:** Add any notes applicable to product or the report
 - Additional information about the product version that the document references
 - Any revisions to the document

- Links to any related documents
 - Additional information describing the product
 - Additional information about what the document does or does not cover
 - Information suggested by the WCAG 2.0 Conformance Claim, at <http://www.w3.org/TR/WCAG20/#conformance-claims>
 - Information needed to satisfy ISO/IEC 17050-1:2004, Supplier's Declaration of Conformity
- **Evaluation Methods Used** – Information to enter may include the following:
 - Testing is based on general product knowledge
 - Similar to another evaluated product
 - Testing with assistive technologies
 - Published test method (provide name, publisher, URL link)
 - Vendor proprietary test method
 - Other test method
 - **Remarks and Explanations:** This section may include:
 - Information regarding the testing of a given criteria.
 - Information on application dependencies to support accessibility (e.g. OS, app frameworks, browsers recommended).
 - How the customer can find more information about accessibility issues. One method can be to include the bug ID where customers can call the company's customer support to get additional information.
 - Known workarounds for accessibility issues.
 - **Legal Disclaimer:** Area for any legal disclaimer text required by your organization.
 - **Saving Space:** To reduce the size of the report it is acceptable to remove sections. Individual criteria cannot be removed, only sections at a time. Section removal is acceptable in four situations:
 - When an entire section is not being reported on because it doesn't apply to the product, for example:
 - Chapter 4: Hardware. Information should be included in the notes for that section why it has been removed.
 - A card reader that doesn't have sound could remove the criteria in section 413 Closed Caption Processing Technologies and just note the why the criteria doesn't apply.

- If the product is not being evaluated for a level of the criteria (for example Level AAA) then that table may be deleted.
- If a requesting customer has identified that a section of the standard does not apply, information should be included in the notes that the section has been removed.
- **WCAG 2.0 Tables:** The WCAG 2.0 criteria are shown in three tables, Level A, Level AA, and Level AAA.
 - If desired, these tables can be combined into one table.
 - When reporting on a level (A, AA or AAA) all criteria for that level must be answered.
- **Language:** Use text appropriate for your audience.
- **Multiple Reports:** When using the VPAT to create an Accessibility Conformance Report for complex products it may be helpful to separate answers into multiple reports. For example, when a product is an Authoring Tool that also has web content and documentation. When multiple reports are used for a complex product, it is required to explain this and how to reach the other reports in the Notes section of each report.
- **Criteria Text:** To help conserve space in the ITI template only the criteria ID number and a short title have been included. Where possible, links have been included to the standard/guideline.
 - It is acceptable to add the full text of the criteria into the cell if desired to help with understanding.
 - The links to the standards/guidelines can be removed.
- **Ordering of Tables:** The order that the standards/guideline tables appear may be changed to facilitate reading. For example, if the Accessibility Conformance Report is for Section 508 only, the WCAG tables may be moved to follow the numbering scheme used in the Section 508 criteria.
- **Guideline Section Heading Rows in Tables:** The tables include heading rows to facilitate understanding the context of the criteria.
 - The cells in these rows do not require answers as indicated by “Heading cell – no response required.”
 - It is optional to add a response if desired.
 - The shading of the row is also optional.
 - If removing the heading rows, edit the criteria titles so it’s clear where they apply.

Posting the Final Document

- Remove the *Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors* section from the template when publishing your Accessibility Conformance Report in final form. A link on page one in the template footnotes contains a hyperlink to this document on the Information Technology Industry Council (ITI) website at: <http://www.itic.org>.
- Check for each required item in the VPAT® document:
 - The report title **[Company Name] Accessibility Conformance Report**
 - The “VPAT® Version 2.3” heading
 - Name of Product/Version
 - Product Description
 - Date
 - Contact Information
 - Notes
 - Evaluation methods used
 - Applicable Standards/Guidelines
 - Terms
 - Report Information
 - Check that there is a response for each criterion for ‘Conformance Level’ and ‘Remarks and Explanations.’
- Post your final document on your company’s web site, or make the document available to customers upon request.
- Your final document should be accessible.

Table Information for VPAT® Readers

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

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

[Company] Accessibility Conformance Report

Revised Section 508 Edition

VPAT® Version 2.3 – December 2018

Name of Product/Version:

Product Description:

Date:

Contact information:

Notes:

Evaluation Methods Used:

Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at http://www.w3.org/TR/2008/REC-WCAG20-20081211/	Level A (Yes) Level AA (Yes) Level AAA (No)
Revised Section 508 standards as published by the U.S. Access Board in the Federal Register on January 18, 2017	(Yes)

Terms

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

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

WCAG 2.0 Report

Tables 1 and 2 also document conformance with:

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

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

Table 1: Success Criteria, Level A

Notes:

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

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

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

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

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

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Also applies to:	Web: Electronic Docs:	Web: Electronic Docs:

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

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

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

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
1.2.7 Extended Audio Description (Prerecorded) (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
1.2.8 Media Alternative (Prerecorded) (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
1.2.9 Audio-only (Live) (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
1.4.6 Contrast Enhanced (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
1.4.7 Low or No Background Audio (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
1.4.8 Visual Presentation (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
1.4.9 Images of Text (No Exception) Control (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
2.1.3 Keyboard (No Exception) (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
2.2.3 No Timing (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
2.2.4 Interruptions (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
2.2.5 Re-authenticating (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
2.3.2 Three Flashes (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
2.4.8 Location (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
2.4.9 Link Purpose (Link Only) (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
2.4.10 Section Headings (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
<u>3.1.3 Unusual Words</u> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
<u>3.1.4 Abbreviations</u> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
<u>3.1.5 Reading Level</u> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
<u>3.1.6 Pronunciation</u> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
<u>3.2.5 Change on Request</u> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
<u>3.3.5 Help</u> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:
<u>3.3.6 Error Prevention (All)</u> (Level AAA) Also applies to: Revised Section 508 – Does not apply	Web:	Web:

Revised Section 508 Report

Notes:

Chapter 3: Functional Performance Criteria (FPC)

Notes:

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

Chapter 4: Hardware

Notes:

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
402.1 General	Heading cell – no response required	Heading cell – no response required
402.2 Speech-Output Enabled	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen		
402.2.2 Transactional Outputs		
402.2.3 Speech Delivery Type and Coordination		
402.2.4 User Control		
402.2.5 Braille Instructions		
402.3 Volume	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
402.3.1 Private Listening		
402.3.2 Non-private Listening		
402.4 Characters on Display Screens		
402.5 Characters on Variable Message Signs		
403 Biometrics	Heading cell – no response required	Heading cell – no response required
403.1 General		
404 Preservation of Information Provided for Accessibility	Heading cell – no response required	Heading cell – no response required
404.1 General		
405 Privacy	Heading cell – no response required	Heading cell – no response required
405.1 General		
406 Standard Connections	Heading cell – no response required	Heading cell – no response required
406.1 General		
407 Operable Parts	Heading cell – no response required	Heading cell – no response required
407.2 Contrast		
407.3 Input Controls	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible		
407.3.2 Alphabetic Keys		
407.3.3 Numeric Keys		
407.4 Key Repeat		
407.5 Timed Response		
407.6 Operation		
407.7 Tickets, Fare Cards, and Keycards		
407.8 Reach Height and Depth	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane		
407.8.1.1 Vertical Plane for Side Reach		
407.8.1.2 Vertical Plane for Forward Reach		
407.8.2 Side Reach		
407.8.2.1 Unobstructed Side Reach		
407.8.2.2 Obstructed Side Reach		
407.8.3 Forward Reach		

Criteria	Conformance Level	Remarks and Explanations
407.8.3.1 Unobstructed Forward Reach		
407.8.3.2 Obstructed Forward Reach		
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach		
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach		
408 Display Screens	Heading cell – no response required	Heading cell – no response required
408.2 Visibility		
408.3 Flashing		
409 Status Indicators	Heading cell – no response required	Heading cell – no response required
409.1 General		
410 Color Coding	Heading cell – no response required	Heading cell – no response required
410.1 General		
411 Audible Signals	Heading cell – no response required	Heading cell – no response required
411.1 General		
412 ICT with Two-Way Voice Communication	Heading cell – no response required	Heading cell – no response required
412.2 Volume Gain	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones		
412.2.2 Volume Gain for Non-Wireline ICT		
412.3 Interference Reduction and Magnetic Coupling	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets		
412.3.2 Wireline Handsets		
412.4 Digital Encoding of Speech		
412.5 Real-Time Text Functionality	Reserved for future	Reserved for future
412.6 Caller ID		
412.7 Video Communication		
412.8 Legacy TTY Support	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability		
412.8.2 Voice and Hearing Carry Over		
412.8.3 Signal Compatibility		
412.8.4 Voice Mail and Other Messaging Systems		
413 Closed Caption Processing Technologies	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
413.1.1 Decoding and Display of Closed Captions		
413.1.2 Pass-Through of Closed Caption Data		
414 Audio Description Processing Technologies	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners		
414.1.2 Other ICT		
415 User Controls for Captions and Audio Descriptions	Heading cell – no response required	Heading cell – no response required
415.1.1 Caption Controls		
415.1.2 Audio Description Controls		

Chapter 5: Software

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.0 section	See information in WCAG section
502 Interoperability with Assistive Technology	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features		
502.2.2 No Disruption of Accessibility Features		
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information		
502.3.2 Modification of Object Information		
502.3.3 Row, Column, and Headers		
502.3.4 Values		
502.3.5 Modification of Values		
502.3.6 Label Relationships		
502.3.7 Hierarchical Relationships		
502.3.8 Text		
502.3.9 Modification of Text		
502.3.10 List of Actions		
502.3.11 Actions on Objects		
502.3.12 Focus Cursor		

Criteria	Conformance Level	Remarks and Explanations
502.3.13 Modification of Focus Cursor		
502.3.14 Event Notification		
502.4 Platform Accessibility Features		
503 Applications	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences		
503.3 Alternative User Interfaces		
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls		
503.4.2 Audio Description Controls		
504 Authoring Tools	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter “not applicable”)	See WCAG 2.0 section	See information in WCAG section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion		
504.2.2 PDF Export		
504.3 Prompts		
504.4 Templates		

Chapter 6: Support Documentation and Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features		
602.3 Electronic Support Documentation	See WCAG 2.0 section	See information in WCAG section
602.4 Alternate Formats for Non-Electronic Support Documentation		
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features		
603.3 Accommodation of Communication Needs		

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed.



Vendor Accessibility Development Services Information Request

1. Vendor Information

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

2. Instructions

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

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

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

3. Please respond to the questions below as applicable

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

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

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

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

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

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

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

Instructions: The PDAA is an assessment for Information and Communications Technology (ICT) accessibility (also known as Electronic and Information Resources (EIR) accessibility). Vendors should describe how they are currently implementing accessibility policy and practices within their organizations. Please complete this form by checking a box for each topic that most closely match the current state of your organization. A completed example is available using the "Example" tab of the worksheet. This assessment is not a substitute for and is independent of other requested accessibility documentation (e.g., ACRs and VADSIRs). **For questions or additional information, please contact: statewideaccessibility@dir.texas.gov.**

Organization Information

Name: _____

Address: _____

Respondant Information

Name: _____

Email: _____

PDAA completion date: _____

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

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Manufacturer: My organization sells a commercial product or an as-a-service application we built |
| <input type="checkbox"/> | Service Provider: My organization provides development, customization, and advisory services |
| <input type="checkbox"/> | Integrator: My organization provides solutions with a combination of commercial products, as-a-service applications, and customization services |
| <input type="checkbox"/> | Reseller or Catalog Supplier: Only offers 3rd party commercial products and as-a-service applications with no development services |

For each criteria statement, please enter in the shaded fields the number corresponding to the statement in each grouping that is most relevant to your organization today.

Responses

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

- 0 My organization has no plan to have an ICT accessibility policy. (If selected, skip to next section or provide comments at the end of this section)
- 1a. Having an ICT accessibility policy.**
- 1 My organization is developing an ICT accessibility policy.
- 2 My organization is finalizing an ICT accessibility policy.
- 3 My organization has approved an ICT accessibility policy.
- 1b. Having appropriate plans in place to implement and maintain the policy.**
- 1 My organization is developing plans to implement our ICT accessibility policy and ensure that it is maintained.
- 2 My organization has completed planning for initial implementation and maintenance of our accessibility policy.
- 3 My organization has approved plans for accessibility policy implementation and maintenance.
- 1c. Establishing metrics and tracking progress towards achieving compliance to the policy.**
- 1 My organization is identifying metrics that can be used to gauge policy compliance.
- 2 My organization is collecting metrics and has begun designing progress reporting based on them.
- 3 My organization is tracking progress on policy adoption and continues to refine the metrics.

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

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

- 0 My organization has no plan to develop a governance system to support ICT accessibility. (If selected, skip to next section or provide comments at the end of this section)
- 2a. Developing an organization wide governance system.**
- 1 My organization is investigating opportunities to improve organization wide governance for ICT accessibility.
- 2 My organization is finalizing plans that will result in an organization wide governance system.
- 3 My organization has approved plans for an organization wide governance system.
- 2b. Designating one or more individuals responsible for implementation.**
- 2 My organization has identified key individuals in the implementation process.
- 3 My organization has assigned implementation duties and responsibilities to appropriate individuals.
- 2c. Implementing reporting/decision mechanism and maintain records.**
- 1 My organization is developing tools and procedures for tracking ICT accessibility issues.
- 2 My organization is tracking and keeping records of ICT accessibility reporting and decisions.
- 3 My organization uses reports to make organizational changes to improve ICT accessibility.

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

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

- Manufacturers: Address processes that pertain to your development of ICT products.**
- Service providers: Address processes that pertain to your development of ICT services.**
- Integrators: Address processes that pertain to your ICT integration services and solutions.**
- Catalog Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings.**
- 0 My organization has no plan to integrate accessibility criteria into key business processes. (If selected, skip to next section or provide comments at the end of this section.)
- 3a. Identifying candidate processes for criteria integration.**
- 1 My organization has a plan to identify and evaluate its key business processes for accessibility gaps.
- 2 My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.
- 3 My organization has approved plans to integrate accessibility criteria into these processes.
- 3b. Implementing process changes.**
- 1 My organization has begun modifying its key business processes to integrate accessibility criteria.
- 2 My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.
- 3 My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.
- 3c. Integrate fully into all key processes.**
- 2 My organization has fully integrated accessibility criteria into all of its key business processes and is using these processes to improve the accessibility of its product / service offerings.
- 3 My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.

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

4. Provide processes for addressing inaccessible ICT.

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

- 0 We do not have plans to provide processes for bringing ICT developed and sold by our organization into accessibility compliance. **(If selected, skip to next section or provide comments at the end of this section.)**
- 4a. Creating plans that include dates for compliance of inaccessible ICT.**
 - 1 We are developing plans to identify and test ICT developed and sold by our organization.
 - 2 We have begun identifying and testing for accessibility in ICT products / services developed and sold by our organization and are developing plans that include dates for bringing inaccessible ICT into compliance.
 - 3 We perform accessibility testing on all products / serviced developed and sold by our organization, and have plans in place that include dates for bringing inaccessible ICT into compliance.
- 4b. Providing alternate means of access until the ICT is accessible.**
 - 0 We do not have plans for providing alternate means of access for our organization's ICT offerings.
 - 1 We are developing plans for providing alternate means of access for our organization's ICT offerings.
 - 2 We are implementing methods providing alternate means of access for our organization's ICT offerings.
 - 3 We have fully implemented a repeatable process for providing alternate means for our organization's ICT offerings.
- 4c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects**
 - 1 We are developing a corrective actions process for handling accessibility technical issues and defects
 - 2 We are implementing a corrective actions process for handling accessibility technical issues and defects
 - 3 We have fully implemented an integrated corrective actions process for handling accessibility technical issues and defects.
- 4d. Maintaining records of identified inaccessible ICT, corrective action, and tracking.**
 - 1 We plan to develop a record keeping system for tracking the accessibility status of current and future products / services.
 - 1 We plan to develop a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
 - 2 We have a record keeping system for tracking the accessibility status of current and future products / services.
 - 2 We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
 - 3 We have a record keeping system for tracking the accessibility status of current and future products / services and use this system to improve the accessibility of our offerings.
 - 3 We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects and use this system to improve the accessibility of our offerings.
- 4e. Maintaining records of identified inaccessible ICT, corrective action, and tracking. (Catalogue Vendor/Reseller only)**
 - 1 We have a plan to develop a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.
 - 2 We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.
 - 3 We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization, and use this system to improve the accessibility of our offerings.

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

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

- 0 We do not have plans in place to define, identify existing, or acquire ICT accessibility skills. **(If selected, skip to next section or provide comments at the end of this section.)**
- 5a. Defining skills/job descriptions.**
 - 1 We have defined general skills and knowledge needs for ICT accessibility.
 - 2 We have identified the fields of practice that require at least some level of accessibility knowledge and/or skills (examples include, but are not limited to: product manager, project manager, product/system designer, application architect, application developer, quality assurance tester, and /or training/instructional designer.)
 - 3 We have mapped key accessibility skills and knowledge needs to specific fields of practice.
- 5b. Identifying existing resources that match up and address gaps.**
 - 2 We have performed a gap analysis correlating accessibility skills and knowledge and current resources.
 - 3 We have organized the gaps in order of priority.
- 5c. Managing progress in acquiring skills and allocating qualified resources.**
 - 1 We have a high level management plan in place to acquire accessibility skills and/or allocate those resources.
 - 1 We have developed a training plan for in-house resources and identified external resources for training and/or augmentation.
 - 2 We have developed a process to track resource training and augmentation.
 - 3 All resources have the appropriate skills and continuous monitoring and improvement systems are in place.

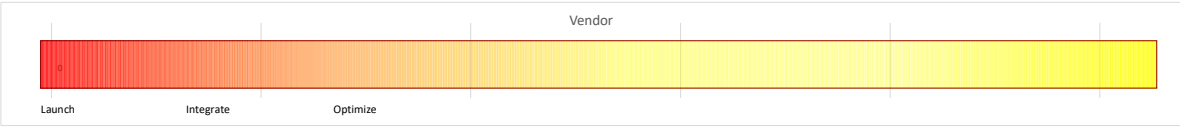
Section 5 Comments (Provide any comments or additional information on this section here.)

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

- 0 We do not have a plan to make our accessibility policy or other accessibility information publically available. **(If selected, skip to next section or provide comments at the end of this section.)**
- 6a. ICT Accessibility policy and VPAT documentation availability**
 - 1 Our ICT accessibility policy is publicly available.
 - 1 Our accessibility policy and documentation (VPATs, etc.) for some products is publicly available or available upon request.
 - 2 Our accessibility policy and documentation (VPATs, etc.) for all released products is complete and publicly available or available upon request.
- 6b. Availability of other accessibility documentation beyond policy and VPATs**
 - 2 We are beginning to make other accessibility technical information available such as how accessibility testing is performed.
 - 3 We make accessibility information available beyond policy and VPAT information including information on how accessibility testing is performed and other information that demonstrates our organization's capability to produce accessible product / services.
- 6c. ICT Accessibility policy and documentation availability**
 - 2 We are implementing an accessibility support program within our organization to address questions related to our accessibility documentation.
 - 3 We have a fully implemented accessibility support program within our organization to provide requested documentation and address questions related to the accessibility of our products.

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

Results	
Vendor	
Total Points	0
Percent Complete	0%



FAQs for Policy-Driven Adoption for Accessibility (PDAA)

For companies/vendors

1. What is PDAA?

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

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

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

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

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

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

The requested information provides insight into vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings, which can increase the procuring organizations' confidence in the accuracy of vendor's accessibility documentation.

Current ICT accessibility reporting formats such as VPATs (Voluntary Product Assessment Templates) only apply to COTS products and services. In many cases, vendor VPATs lack credibility due to limited knowledge about their offerings' accessibility. Additionally, there is no standard reporting format for non-COTS offerings such as development services for websites, web applications, system software, etc.

4. How will this information be used?

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

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

The questionnaire may also be included in future solicitations so that progress can be assessed. The vendor responses from the questionnaire may be considered as an element in vendor selection; however, this would be determined by the procuring organization.

Additionally, vendor companies can use the results as a roadmap for implementing their organization-wide ICT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible offerings.

5. We already submit VPATs as part of solicitation responses. Is that adequate?

No. VPATs (Voluntary Product Assessment Templates) are product-specific. PDAA is a holistic presentation of the organization's approach to accessibility. The expectation is that organizations with mature approaches to PDAA will greatly improve the levels of accessibility in products. It should also result in well documented, accurate VPATs, improving their value in product-level assessments

6. What is the PDAA Maturity Model?

Based on the Capability Maturity Model (CMM) concept, the PDAA Maturity Model (Link on next line) provides buying organizations and vendors with a simple dashboard or matrix to track and demonstrate vendors' progress toward full system-wide support of accessibility.

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

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

[Additional information can be found on the PDAA web pages. \(http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement\)](http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement)

For government organizations/agencies

8. What is PDAA?

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

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

9. Does the PDAA replace VPATs?

No. VPATs (Voluntary Product Assessment Templates) are product-specific. PDAA is a holistic presentation of the organization's approach to accessibility. VPATs are still a valuable tool at the product level, and the expectation is that vendors with mature approaches to PDAA will have accurate and informative VPATs.

10. Why a "maturity model" of evaluation?

Successfully enabling an organization for ICT accessibility requires implementation within various areas of an organization. As with any organization-wide initiative, implementation cannot occur all at once. The PDAA Maturity Model is used to gauge progress towards the complete implementation of PDAA core criteria. (Link on next line. If prompted for a password, select "cancel")

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

11. Why should we support vendors who have mature PDAA practices?

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

12. How should we score PDAA information?

In general, the PDAA questionnaire is meant to ensure that the same information is collected from all bidders, and how the agency uses that information will depend on circumstances. While scoring has not yet been established for PDAA, the responses from the questionnaire may be used as criteria in selecting offerings or vendors. PDAA evaluation is an area that will need some practical experience, and we hope that organizations will share what they learn.

13. Where does the PDAA information fit within the procurement process?

Using consistent information in evaluating bids is a key element of open and competitive public procurements. The information given in a PDAA report can help you better judge the ability of a vendor to: complete a VPAT correctly, produce accessible custom ICT offerings (web sites, web applications, software, etc.), resolve accessibility defects when discovered, and otherwise be a partner in helping you meet your compliance obligations. The specific role of PDAA responses may be determined in part by the procurement laws, policies and practices for your organization.

14. What happens if the vendor claims the information is confidential or a trade secret?

Vendors often claim this for information required in procurements. Your organization's procurement laws, policies, or practices may already address how you handle such claims.

15. What other states are using the PDAA model?

The PDAA model is in its early stages. A coalition of states is working with several national associations to harmonize the criteria for this model, and for obtaining and evaluating PDAA information. The goal is for more states and other government entities to adopt the PDAA model in their procurement processes.

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

[Additional information can be found on the PDAA web pages. \(http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement\)](http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement)

Policy Driven Adoption for Accessibility (PDAA) - Vendor Assessment

Instructions: The PDAA is an assessment for Information and Communications Technology (ICT) accessibility (also known as Electronic and Information Resources (EIR) accessibility). Vendors should describe how they are currently implementing accessibility policy and practices within their organizations. Please complete this form by checking a box for each topic that most closely match the current state of your organization. A completed example is available using the "Example" tab of the worksheet. This assessment is not a substitute for other requested accessibility documentation (e.g., VPATs and VADSIRs). For questions or additional information, please contact: statewideaccessibility@dir.texas.gov.

Organization Information

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

Respondant Information

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

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

<input checked="" type="checkbox"/>	Manufacturer: My organization develops and sells its own ICT products / services
<input type="checkbox"/>	Service Provider: My organization sells IT development services
<input type="checkbox"/>	Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
<input type="checkbox"/>	Reseller or Catalogue Supplier: Does not develop or have its own products, but offers COTS 3rd party products

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

Responses

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

	0	My organization has no plan to have an ICT accessibility policy. (If selected, skip to next section or provide comments at the end of this section)
2		1a. Having an ICT accessibility policy. 1 My organization is developing an ICT accessibility policy. 2 My organization is finalizing an ICT accessibility policy. 3 My organization has approved an ICT accessibility policy.
1		1b. Having appropriate plans in place to implement and maintain the policy. 1 My organization is developing plans to implement our ICT accessibility policy and ensure that it is maintained. 2 My organization has completed planning for initial implementation and maintenance of our accessibility policy. 3 My organization has approved plans for accessibility policy implementation and maintenance.
1		1c. Establishing metrics and tracking progress towards achieving compliance to the policy. 1 My organization is identifying metrics that can be used to gauge policy compliance. 2 My organization is collecting metrics and has begun designing progress reporting based on them. 3 My organization is tracking progress on policy adoption and continues to refine the metrics.
		Section 1 Comments (Provide any comments or additional information on this section here.)

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

	0	My organization has no plan to develop a governance system to support ICT accessibility. (If selected, skip to next section or provide comments at the end of this section)
1		2a. Developing an organization wide governance system. 1 My organization is investigating opportunities to improve organization wide governance for ICT accessibility. 2 My organization is finalizing plans that will result in an organization wide governance system. 3 My organization has approved plans for an organization wide governance system.
2		2b. Designating one or more individuals responsible for implementation. 2 My organization has identified key individuals in the implementation process. 3 My organization has assigned implementation duties and responsibilities to appropriate individuals.
1		2c. Implementing reporting/decision mechanism and maintain records. 1 My organization is developing tools and procedures for tracking ICT accessibility issues. 2 My organization is tracking and keeping records of ICT accessibility reporting and decisions. 3 My organization uses reports to make organizational changes to improve ICT accessibility.
		Section 2 Comments (Provide any comments or additional information on this section here.)

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

Manufacturers: Address processes that pertain to your development of ICT products.
Service providers: Address processes that pertain to your development of ICT services.
Integrators: Address processes that pertain to your ICT integration services and solutions.
Catalog Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings.

	0	My organization has no plan to integrate accessibility criteria into key business processes. (If selected, skip to next section or provide comments at the end of this section.)
1		3a. Identifying candidate processes for criteria integration. 1 My organization has a plan to identify and evaluate its key business processes for accessibility gaps. 2 My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes. 3 My organization has approved plans to integrate accessibility criteria into these processes.
1		3b. Implementing process changes. 1 My organization has begun modifying its key business processes to integrate accessibility criteria. 2 My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes. 3 My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.
		3c. Integrate fully into all key processes. 2 My organization has fully integrated accessibility criteria into all of its key business processes and is using these processes to improve the accessibility of its product / service offerings. 3 My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.
		Section 3 Comments (Provide any comments or additional information on this section here.)

4. Provide processes for addressing inaccessible ICT.

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

- We do not have plans to provide processes for bringing ICT developed and sold by our organization into accessibility compliance. (If selected, skip to next section or provide comments at the end of this section.)
- 2**
- 4a. Creating plans that include dates for compliance of inaccessible ICT.**
- We are developing plans to identify and test ICT developed and sold by our organization.
 - 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.
 - 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.**
- We do not have plans for providing alternate means of access for our organization's ICT offerings.
 - We are developing plans for providing alternate means of access for our organization's ICT offerings.
 - We are implementing methods providing alternate means of access for our organization's ICT offerings.
 - We have fully implemented a repeatable process for providing alternate means for our organization's ICT offerings.
- 2**
- 4c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects**
- We are developing a corrective actions process for handling accessibility technical issues and defects
 - We are implementing a corrective actions process for handling accessibility technical issues and defects
 - 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.**
- We plan to develop a record keeping system for tracking the accessibility status of current and future products / services.
 - We plan to develop a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
 - We have a record keeping system for tracking the accessibility status of current and future products / services.
 - We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
 - 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.
 - 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)**
- 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.
 - We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.
 - We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization, and use this system to improve the accessibility of our offerings.

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

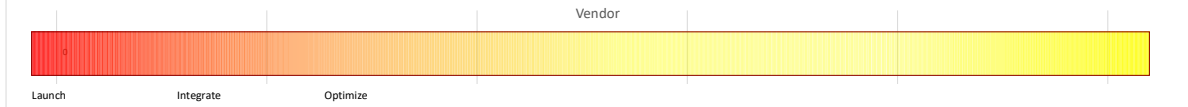
- 5. Ensure the availability of relevant ICT accessibility skills within (or to) the organization.**
- 0**
- We do not have plans in place to define, identify existing, or acquire ICT accessibility skills. (If selected, skip to next section or provide comments at the end of this section.)
- 5a. Defining skills/job descriptions.**
- We have defined general skills and knowledge needs for ICT accessibility.
 - 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.)
 - We have mapped key accessibility skills and knowledge needs to specific fields of practice.
- 5b. Identifying existing resources that match up and address gaps.**
- We have performed a gap analysis correlating accessibility skills and knowledge and current resources.
 - We have organized the gaps in order of priority.
- 5c. Managing progress in acquiring skills and allocating qualified resources.**
- We have a high level management plan in place to acquire accessibility skills and/or allocate those resources.
 - We have developed a training plan for in-house resources and identified external resources for training and/or augmentation.
 - We have developed a process to track resource training and augmentation.
 - All resources have the appropriate skills and continuous monitoring and improvement systems are in place.

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

- 6. Make information regarding ICT accessibility policy, plans, and progress available to customers.**
- 0**
- We do not have a plan to make our accessibility policy or other accessibility information publicly available. (If selected, skip to next section or provide comments at the end of this section.)
- 1**
- 6a. ICT Accessibility policy and VPAT documentation availability**
- Our ICT accessibility policy is publicly available.
 - Our accessibility policy and documentation (VPATs, etc.) for some products is publicly available or available upon request.
 - 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**
- We are beginning to make other accessibility technical information available such as how accessibility testing is performed.
 - We make accessibility information available beyond policy and VPAT information including information on how accessibility testing is performed and other information that demonstrates our organization's capability to produce accessible product / services.
- 6c. ICT Accessibility policy and documentation availability**
- We are implementing an accessibility support program within our organization to address questions related to our accessibility documentation.
 - We have a fully implemented accessibility support program within our organization to provide requested documentation and address questions related to the accessibility of our products.

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

Results	
Vendor	
Total Points	18
Percent Complete	30%



SAMPLE HUB Subcontracting Plan (HSP)

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

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

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



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)
- *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you 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 <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____

Requisition #: _____

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

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you 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 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.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date <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 A (Attachment A)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

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

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____	Requisition #: _____
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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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If *Yes*, continue to SECTION B-4.)
- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			- 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 <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		- 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.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION	
Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: _____	Phone #: _____
Point-of-Contact: _____	Bid Open Date: _____
Requisition #: _____	(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____ on _____ .
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: - Not Applicable

4. Bonding/Insurance Requirements: - Not Applicable

5. Location to review plans/specifications: - Not Applicable

RFO DIR-CPO-TMP-564

EDGAR CERTIFICATIONS for DIR VENDORS

FOR PURCHASES FUNDED BY U.S. FEDERAL GRANT

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

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

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

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

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

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

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

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

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

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

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

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

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

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

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

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

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

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

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

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

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

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

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

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

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

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

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

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

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does vendor agree? _____ Initials of Authorized Representative of vendor _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does vendor agree? _____ Initials of Authorized Representative of vendor

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

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

OFFICE USE ONLY

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

Date Received

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

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

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of vendor doing business with the governmental entity

Date



TEXAS DEPARTMENT OF INFORMATION RESOURCES

Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-564
ADDENDUM NUMBER:	1

Addendum Date: November 22, 2022

If you should have any questions regarding this Addendum, please contact:

Vania Ramaekers
 Department of Information Resources
 300 W. 15th Street, Suite 1300
 Austin, Texas 78701
 Email: vania.ramaekers@dir.texas.gov

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Comprehensive Web Development and Managed Services, Solicitation No. DIR-CPO-TMP-564, released October 10, 2022. It contains the answers to vendor questions received, the RFO Pre-Solicitation Conference Slides (Attachment A), Pre-Proposal Conference Attendee List (Attachment B), the Revised Exhibit D Pricing, and the Pre-Proposal Conference Video link: <https://www.youtube.com/watch?v=6wxZxjIOerw>.

In the submission of its response to this solicitation, Respondents shall submit this signed “page one” of the Addendum, acknowledging receipt of the Addendum.

Respondent Acknowledgment of Receipt

(Printed entity name)

(Printed name of authorized representative)

(Signature of authorized representative)

(Date)

Question and Answer Document

The following table outlines vendor questions, references Request for Offer (RFO) sections and page numbers, and the Department of Information Resources (DIR) response to questions (question are organized in order received):

#	RFO Section	Page #	Vendor Question	DIR Answer
1.	General	NA	Is RFO# DIR-CPO-TMP-564 regarding Managed IT Services? I tried looking under attached reference documents for more info, but no docs were listed.	See RFO Page 9 Section 2.1 Required Services under this RFO.
2.	General	NA	As it pertains to these requested Managed services can these works be performed overseas or is it 100 percent onsite or in the USA?	Reference Attachment 2, Standard Terms and Conditions Section 4.9 Data Location, and Section 10.4 B Successful Respondent. In addition, reference Exhibit A 16.B Certification Statement (ix and xiii)
3.	3.8.3.2 Respondent References		For clarification about this section, can those references come from prime vendors we have work with currently?	References needs to come from vendors customer base, that have received services related to the Scope of this RFO.
4.	General	NA	Is this a single occupant agreement?	NO
5.	General	NA	We are in the USA and INDIA, and We have our engineering team in India. So, we would like to know if you are considering an offshore engineering team for this project? Our Team usually works according to the project's required Time zone.	Reference Attachment 2, Standard Terms and Conditions Section 4.9 Data Location, and Section 10.4 B Successful Respondent. In addition, reference Exhibit A 16.B Certification Statement (ix and xiii)
6.	General	NA	Will multiple DIR contract be offered for similar services?	Reference Section 1.2. Purpose item C of the RFO document. Yes, based on the DIR best value determination.
7.	General	NA	I see that vendors can bid on one or more items, but I am not sure if you might offer a contract to multiple vendors for the same service.	Reference Section 1.2. Purpose item C of the RFO document, DIR may award one or multiple contracts for one or all the services under this RFO.
8.	General	NA	Is this contract replacing an existing contract or vendor?	No, DIR does not replace contracts, DIR re-solicit the products and Services under this RFO, to fulfil our customer's needs. This is the re-solicitation of DIR-TSO-423 RFO.

#	RFO Section	Page #	Vendor Question	DIR Answer
9.	General	NA	If so, can you please send me the link to the current contract?	DIR is not replacing existing contracts. However, active contracts awarded under the previous RFO for Comp Web Development are posted on the DIR website at: (https://dir.texas.gov/search?collection=dir-search&profile=contracts_and_vendors&query=DIR-TSO-TMP-423)
10.	General	NA	Whether companies from Outside USA can apply for this? (Like, from India or Canada)	This RFO has no requirement that respondents be domestic Texas entities, nor that they be physically located in Texas. The vendors responding to this RFO will have the ability to conduct business in the State of Texas. Please Reference Section 3.6 of RFO Successful Respondent Qualification, plus Attachment 2 - Standard Terms and Conditions of the RFO documents Section 10.5 Ability to Conduct Business in Texas.
11.	General	NA	Whether we need to come over there for meetings?	Normally business meetings can be conducted virtually, however the decision will be made by the customer at the time of purchase.
12.	General	NA	Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)	This RFO has no requirement that respondents be domestic Texas entities, nor that they be physically located in Texas. The vendors responding to this RFO will have the ability to conduct business in the State of Texas. Please Reference Section 3.6 of RFO Successful Respondent Qualification, plus Attachment 2 - Standard Terms and Conditions of the RFO documents Section 10.5 Ability to Conduct Business in Texas.
13.	General	NA	Can we submit the proposals via email?	NO, all responses must be submitted via Bid-Stamp portal. Reference RFO Section 3.8.1.2 Solicitation Response Requirement.
14.	General	NA	Good afternoon! I am here in place of an employee, due to the passing of a family friend. Do I need anything to do anything to register or confirm my presence here today?	No need to register...we can capture attendees in the ZOOM and will have your addresses on file.

#	RFO Section	Page #	Vendor Question	DIR Answer
15.	Exhibit D	NA	On the Exhibit D slide, Vania referred to a required "Letter of Authorization." Please explain this requirement and where is the template document?	If the vendor is not the manufacturer of the products they offer on their proposal, the responding vendor must receive approval from the manufacturer of the product in the form of a Letter of Authorization (LOA) to re-sale these products to DIR customers.
16.	RFO 2.4 Electronic and Information Resources (EIR) Accessibility	13	Should all accessibility documents follow WCAG compliance 2.0 even though 2.1 has been released?	If vendors have tested against WCAG 2.1 AA, they are welcome to submit their ACR at that level. Agencies and public institutions of higher education may request conformance to WCAG 2.0+. The state of Texas baseline conformance level is WCAG 2.0 AA and will not accept anything earlier than 2.0 AA unless the product has not been changed since April 18, 2020. For example, a product with a completed VPAT against WCAG 1.0 that has not changed since April 18, 2020, may submit an ACR based on WCAG 1.0. Products changed after that date must complete an updated VPAT (version 2.3+) and at least conform to WCAG 2.0 AA.
17.	General	NA	Can you please provide the names of all bidders who are attending this webinar event?	Yes, it will be part of the published Addendum (See Attachment B of Addendum 1 - Attendee List)
18.	General	NA	This process is entirely new for my company. Once submitted through BidStamp, if something is wrong during the approval process, will I be contacted and could correct issues?	Yes, after the RFO is officially closed and evaluations begins DIR Procurement Lead will request clarifications when necessary. However, if the response is missing mandatory documents that are required as a part of being a responsive proposal, their response may be disqualified. See RFO Section 3.9 Rejection of Responses.
19.	General	NA	Will answers to questions come on a rolling basis, understanding that the deadline for vendor questions is 11/30 and DIR plans to respond to all questions by 12/12?	DIR will determine if there is a need to post additional addendums earlier than December 12, 2022.

#	RFO Section	Page #	Vendor Question	DIR Answer
20.	General	NA	Are contracts awarded to only DIR vendors? What is the advantage of becoming a DIR vendor?	The solicitation is open to all vendors that meet the requirements of the scope and that can perform the services requested in the RFO to DIR customers. See Section 1.3 of the RFO for additional information regarding DIR, including sales data pertaining to DIR Cooperative Contracts Program.
21.	RFO 1.3.7 Current Contracts	9	How many current vendors does DIR have for the Comprehensive Web Development and Managed Services?	DIR received approximately 46 responses for the previous RFO and awarded a total of 32 contracts.
22.	General	NA	Will you post the webinar slides to ESBD soon, or will vendors need to wait until 12/12?	Yes, it will be part of the published Addendum (See Attachment A of the Addendum 1 - Pre-Solicitation Conference Slides).
23.	General	NA	Will the list of vendors who joined the call today be published online?	Yes, it will be part of the published Addendum (See Attachment B of Addendum 1 - Attendee List)
24.	General	NA	Can you provide a recording of this call?	Yes, today's webinar will be post to the DIR YouTube Channel. Link to our YouTube page: https://www.youtube.com/c/TexasDIR
25.	General	NA	Clarification - The Pricing is to be uploaded in Bid Stamp, but we need to enter just one line item on Bid Stamp. Right?	Yes, for this RFO the pricing sheet must be completed, however you only need to enter one line in BidStamp
26.	General	NA	To clarify, when will the call recording be posted and where can we find that link?	Yes, today seminar will be post to the DIR YouTube Channel. Link to our YouTube page: https://www.youtube.com/c/TexasDIR
27.	General	NA	Can we use Offshore resources?	Reference Attachment 2, Standard Terms and Conditions Section 4.9 Data Location, and Section 10.4 B Successful Respondent. In addition, reference Exhibit A 16.B Certification Statement (ix and xiii)
28.	General	NA	What is the estimated pre-approved budget for this solicitation contract?	This Solicitation does not have a set budget, The Cooperative Contract Programs are zero-dollar contracts, however the DIR Customer base have their own project budgets which are not available to DIR.

#	RFO Section	Page #	Vendor Question	DIR Answer
29.	Exhibit A Section 16 B. Certification Statement paragraph (xi)	7	Exhibit A asks for Soc Sec number - Is Federal ID, okay?	No. The section of Exhibit A that requests social security numbers relate to child support obligors, so it would only apply to individuals (not entities) NOTE: If this section applies to your company Respondent may make a note here and include Names and Social Security Numbers on a separate page and include it in the electronic folder labeled "Confidential and Proprietary."
30.	General	NA	Is there an incumbent bidding on this solicitation?	DIR does not have any information on the incumbent vendors responding to this RFO, however DIR has sent the Incumbent a solicitation notices. DIR currently has 32 incumbent vendors.
31.	General	NA	We are a certified MBE and DBE - so do we still need a HUB Plan?	Yes, all vendors are required to submit a HUB Subcontracting Plan.
32.	General	NA	Can you clarify "the RFO states you must be a Texas-based company..."? Is this accurate?	This RFO has no requirement that respondents be domestic Texas entities, nor that they be physically located in Texas. The vendors responding to this RFO will have the ability to conduct business in the State of Texas. Please Reference Section 3.6 of RFO Successful Respondent Qualification, plus Attachment 2 - Standard Terms and Conditions of the RFO documents Section 10.5 Ability to Conduct Business in Texas.
33.	General	NA	This should have been my 1st question) We are in Florida with no TX office. Can we bid?	This RFO has no requirement that respondents be domestic Texas entities, nor that they be physically located in Texas. The vendors responding to this RFO will have the ability to conduct business in the State of Texas. Please Reference Section 3.6 of RFO Successful Respondent Qualification, plus Attachment 2 - Standard Terms and Conditions of the RFO documents Section 10.5 Ability to Conduct Business in Texas.
34.	General	NA	Can you please provide the names of all bidders who are attending this webinar event?	Yes, it will be part of the published Addendum (See Attachment B of Addendum 1 - Attendee List)

#	RFO Section	Page #	Vendor Question	DIR Answer
35.	General	NA	What is the admin fee for contracts awarded?	Please reference the Contract Sample document- Section 6 DIR Administrative Fee.
36.	General	NA	Is there a percentage fee charged of the total amount of any work contracts awarded to a vendor... for example 0.75%, 1%, etc.?	Please reference the Contract Sample document- Section 6 DIR Administrative Fee.

Addendum 1 Attachment Documents:

1. Attachment A – Pre-Solicitation Conference Slides
2. Attachment B – Pre-Solicitation Conference Attendees List
3. Exhibit D – Pricing - Revised per Addendum 1

Comprehensive Web Development and Managed Services Request for Offer DIR-CPO-TMP-564

Vendor Pre-Solicitation
Conference

Tuesday, November 1, 2022

1:00 PM (CT)

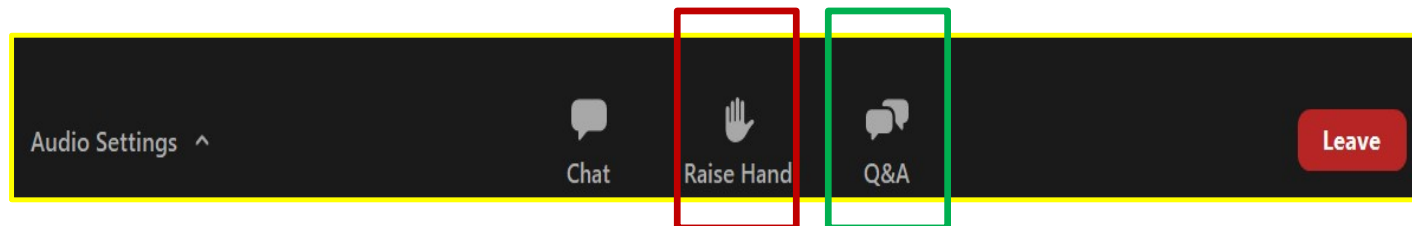


Transforming How
Texas Government
Serves Texans

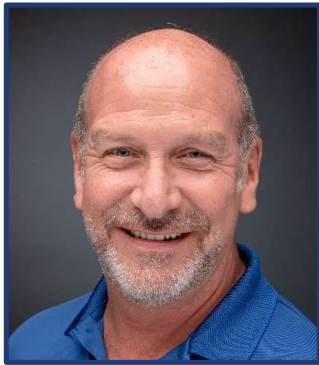
Texas Department of Information Resources

Welcome & Zoom Webinar Notes

- Change Audio by switching between Computer Audio and Phone Call.
- Attendees are **Muted**
- Click the **Raise Hand** icon to confirm audio levels
- Submit all questions via the **Q&A** in the Meeting Controls, Chat may be disabled
- **HANDOUT:** Will be made available in addendums



Introduction of Speakers and Staff



**Tom Hay,
Outreach & Training
Coordinator**



**Marie Cohan,
Statewide Digital Accessibility
Program Manager**



**Theresa Williamson,
HUB Coordinator**



**Vania Ramaekers,
Procurement Lead**



Agenda

Request for Offer (RFO)

- RFO Overview
- RFO Contents
- RFO Scope
- Evaluation Criteria
- Term of Contracts
- Schedule
- HUB
- Pricing Sheet
- EIR

General Information

BidStamp Vendor Information System Portal (VIS) Overview

Mandatory Submissions

Break

Questions

Conference Closing



RFO Overview

- The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide **Comprehensive Web Development and Managed Services** to the State of Texas, acting by and through the Department of Information Resources (DIR).
- Rebid of RFO DIR-TSO-TMP-423 titled: Comprehensive Web Development and Managed Services
- DIR may make multiple awards from this RFO.



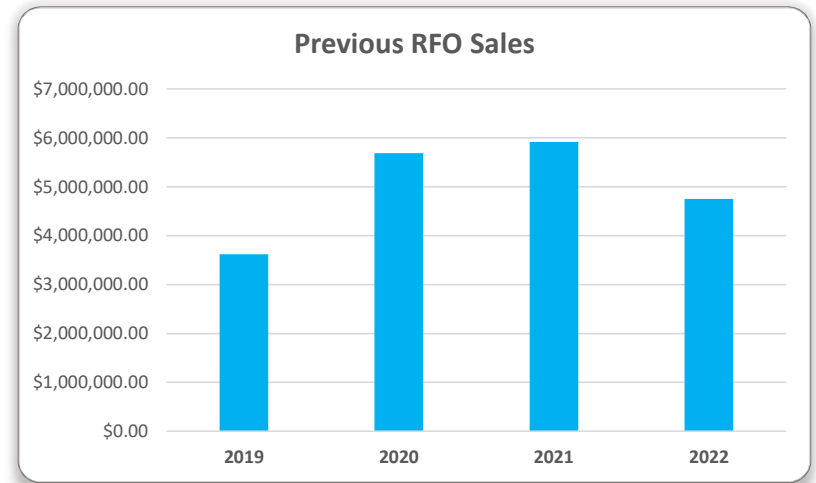
RFO Overview Cont'd: **Historical Sales**

DIR Cooperative Contract Program Sales:

	2019	2020	2021	2022
Assistance Org	\$3,160,000	\$7,470,000	\$5,980,000	\$4,660,000
Higher Ed	\$347,330,000	\$347,820,000	\$398,930,000	\$446,820,000
K-12	\$645,820,000	\$851,820,000	\$920,490,000	\$891,630,000
Local Government	\$556,640,000	\$687,950,000	\$731,240,000	\$783,360,000
Out of State	\$36,910,000	\$59,450,000	\$74,970,000	\$84,600,000
State Agency	\$455,480,000	\$606,910,000	\$645,990,000	\$839,580,000
Total:	\$2,045,000,000	\$2,588,000,000	\$2,778,000,000	\$3,050,650,000

Comprehensive Web Development and Managed Services Sales
Volume by DIR Fiscal Year:

FY 2019 Sales	FY 2020 Sales	FY 2021 Sales	Total Sales
\$3,619,562.71	\$5,681,228.05	\$5,913,716.41	\$15,214,507.17



RFO Overview Cont'd: **RFO Contents**

RFO DIR-CPO-TMP-564 (contains Attachments 1-3 & Exhibits A-K)

Attachment 1 – Sample Contract for Products and Services Contracts

Attachment 2 – Appendix A Standard Terms and Conditions for Products and Services Contracts

Attachment 3 – SOW Template

Exhibit A – Respondent Information

Exhibit B – Respondent History and Experience

Exhibit C – Contract Marketing and Customer Support Plan

Exhibit D – Itemized Pricing Sheet

Exhibit E – Reference Form

Exhibit F – Respondent Release of Liability for Reference



RFO Overview Cont'd: **RFO Contents**

Exhibit G – Voluntary Product Accessibility Template (VPAT) for all commercial off-the-shelf (COTS) products

Exhibit H – VADSIR (for non-COTS)

Exhibit I – Policy Driven Adoption for Accessibility (PDAA) Vendor Assessment

Exhibit J – Historically, Underutilized Business (HUB) Subcontracting Plan (HSP)
Sample Form

Exhibit K – EDGAR Certification Form



Request For Offer



Term of Contract

Section 2.11 Term of Contract

- The term of any Contract awarded from this RFO shall be **two (2) years** commencing on the last date of approval by DIR and Vendor.
- The contract will **renew automatically** in one (1) optional two-year renewal and one (1) optional one-year renewal under the same Terms and Conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.



RFO Schedule

Section 3.3.1 Anticipated Schedule:

Date/Time	Activity
October 10, 2022	Publish RFO on Electronic State Business Daily
November 1, 2022, 1:00pm (CT)	Optional Pre-Solicitation Conference
November 30, 2022, 5pm (CT)	Deadline for submitting questions
December 12, 2022, 5pm (CT)	Estimated response date to Questions received
January 10, 2023, 2:00 PM (CT)	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO
January 16, 2023 – until completed	Evaluation of responses, oral presentations (if requested), negotiations, and contract execution



Evaluation Criteria

RFO Section 4.1 – Evaluation of Responses

- Incomplete response package will be rejected
- The financial review and HSP review are on a pass/fail basis.
- Failure to provide a DUNs number may result in your response being disqualified.
- Only responses that receive the passing grade will proceed to the next evaluation phase.

RFO Section 4.2 – Evaluation Criteria

- Respondent's History and Experience – 65%
- Respondent's Contract Marketing and Customer Support Plan – 35%



Exhibits A, B, & C

Exhibit A, Respondent Information

- This form must be **filled out in its entirety** and **signed by an officer or agent empowered to contractually bind the Respondent**. Complete cancelled contract references if applicable.

Exhibit B, Respondent History and Experience

- Respondent must provide a detailed response to each question detailing the Respondent's history and experience in providing the products and services proposed.

Exhibit C, Contract Marketing and Customer Support Plan

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



Exhibits D, E, & F

Exhibit D, Itemized Price Sheet

- Respondent must submit specific pricing for products and services requested. Respondent must respond as instructed in Exhibit D, Itemized Price Sheet spreadsheet.

Exhibit E, Vendor References

- Respondent must send the Exhibit D Reference Form to a minimum of three (3) companies or government agencies. References must respond to DIR on the form provided by the due date in order to be considered for evaluation. Respondent may **not** submit the Reference Form to DIR.

Exhibit F, Respondent Release of Liability for References

- Form is required for all canceled contracts and must be provided to DIR with Respondent's proposal.



Exhibits G, H, & I

Exhibit G, VPAT

- Respondent must provide a completed Voluntary Product Accessibility Template (VPAT) for all commercial off-the-shelf (COTS) products.

Exhibit H, VADSIR (for non-COTS)

- Respondent must provide a completed VADSIR for all proposed development services listed in Exhibit D, Itemized Price Sheet

Exhibit I, PDAA

- Respondent must complete the Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.



Exhibits J & K

Exhibit J, Historically Underutilized Business (HSP) Form sample

- Respondents must provide HSP Form as instructed in Section 3.4.1, Hub Subcontracting Plan item B of the RFO. (vendors must download the latest form using the link provided under item B)

Exhibit K, EDGAR Certification Form

- Respondents must provide the EDGAR Certification Form as requested in Section 3.6.1, Federal Requirements, of the RFO.



RFO Scope

Section 2 Scope

DIR intends to contract with qualified Vendors to provide Comprehensive Web Development and Managed Services to create a contract vehicle that satisfies statewide procurement requirements for Comprehensive Web Development and Managed Services and improves the efficiency of the procurement process by shortening the time required to procure the specified products and services.

Related Services

Related services are any value-added services that Respondent may perform as related to the proposed services. Related services include, but are not limited to, product installation, warranty, maintenance and support, managed services, and product training. Any Respondent offering product-related services must submit a description of those services and the related pricing in the Pricing Sheet.



RFO Scope

Service Categories In-Scope

Comprehensive Web Development may include, but is not limited to following types of Services categories as detailed in section 2.1 Required Services under this RFO:

Website Design: The creation and arrangement of web pages that in turn make up a website. For typical websites, the basic aspects of design are:

- a. Content: The information on the site that is easy to use, understandable, relevant to the customer, and targets the customer's audience with appropriate information
- b. Usability: Ease of use in regard to interface and navigation. Ability to anticipate, but not limited to, desktop, laptop, tablet, and mobile usage
- c. Appearance: Content with graphics and text that is consistent, professional, appealing, accessible, and relevant
- d. Visibility: A site that is easy to find via most major search engines
- e. Search Engine Optimization (SEO) website design: capable and not limited to desktop, laptop, tablet and Mobile-friendly SEO



RFO Scope

Service Categories In-Scope Cont.

Website Development: The non-design aspects of building websites (e.g., writing markup and coding). Web development can range from developing the simplest static single page of plain text to the most complex web-based Internet applications or electronics businesses, Realtime notification, Live Support, Mobile-friendly and Search Engine Optimization (SEO) friendly website

Domain Name System (DNS) Management: DNS Management includes DNS registration, transfers, renewals, and IP mapping

Business Analysis Services: These services include, but are not limited to website traffic analysis, integration of Interactive maps, Real-time Information, Integration Analytics tool to collect Customer Experience and Personalization Engine, track user behaviors, analyzes information Capabilities, website marketing tool, etc.

Website Hosting and Cloud hosting: A type of service whereby a vendor provides the storage connectivity, software and services necessary to access a website via the World Wide Web



RFO Scope

Service Categories In-Scope Cont.

Accessibility Services: Services that assist DIR and its customers in complying with State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act, under Texas Government Code, Chapter 2054, Subchapter M, Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable). Vendor may include software products that are part of an overall web development solution and may not be sold as a stand-alone product. Independent third-party testing should be done prior to implementation which includes manual and assistive technology testing. Note: Vendor that designs and develops website must remediate broken code at no additional charge as determined through the third-party testing.

Web Content Management (WCM): Allows customers to create, manage, store, and deploy the content of web pages through the use of specific tools. WCM offers core functions beyond using HTML to create Web pages; users can also catalog or index content, select or assemble content at runtime, and deliver content to specific visitors in a personalized way or in different languages.



RFO Scope

Service Categories In-Scope Cont.

E-Mail Hosting: Web hosting plan that allows users to send, receive and store e-mails

Web Training, Maintenance, and Support: Training may be on-site or web-based and include instructional material applicable to the scope of work. Maintenance and Support includes troubleshooting, modifying, maintaining, improving security, and enhancing legacy systems and applications which may be running in a production environment

Turnkey Solutions: Turnkey solutions for Comprehensive Web Development and Managed Services that may include Tools that can be utilized via website, project scoping, software selection, installation, integration, construction, and on-going support

*Vendor may respond to some or all of the Services as described above. In addition to the Services identified above, responding Vendors are encouraged to propose any other related Services that may also make up complete Comprehensive Web Development and Managed Services.



RFO Scope

Categories Out-of-Scope

Managed Services excludes the following cloud services: cloud Broker.



HUB Subcontracting Plan (HSP)

Theresa Williamson
HUB Program Manager



Attachment 3 - HUB Subcontracting Plan

Vendors will complete the form at the Comptroller's website, print, sign, and upload the signed HSP in the VIS portal.

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>



Attachment 3 – HUB Subcontracting Plan

Attachment 3 – HUB Subcontracting Plan

DIR encourages all respondents to seek Historically Underutilized Business (HUB) subcontractors and maximize HUB participation in their bids.

- Responses submitted without a current HUB Subcontracting Plan (HSP) provided in the RFO, will **be disqualified per TAC Rule §20.285**
- All respondents, **HUBs and Non-HUBs**, are required to submit a completed HSP
- The HSP form includes specific instructions for meeting the Good Faith Effort requirements
- Vendors must complete a **new** HUB Subcontracting Plan and a good faith effort for this procurement



Attachment 3 – HUB Subcontracting Plan

The HUB Goal for this RFO is 26.0%

- METHOD A (Attachment A) - If you are subcontracting and you are meeting or exceeding the HUB Goal for this RFO, you will complete Method A.
- Include all VID numbers for each vendor, all estimated dollar amounts and percentages for each vendor.



Attachment 3 – HUB Subcontracting Plan

METHOD B (Attachment B) - If you are subcontracting, and are not going to meet the HUB Goal of 26.0% you will complete Method B.

- **Provide written notification** of subcontracting opportunity listed to at least three State of Texas certified HUBs
- **Provide written notification** of subcontracting opportunity to at least (2) minority or women's trade organization or development center
- Allow no less than seven (7) working days from their receipt of notice for HUBs to respond (keep delivery receipt emails).
- **Note:** Attach supporting documentation (letters, fax transmittals, email, etc.) demonstrating evidence of the good faith effort performed with RFO submittal



Attachment 3 – HUB Subcontracting Plan

If not subcontracting, your response must contain a detailed explanation demonstrating HOW your company will fulfill the entire contract with its own resources

- Self-Performance Justification must be provided in the space provided in SECTION 3, do not reference sections in the RFO



HUB Subcontracting Plan

You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) up to seven (7) working days before the RFO submittal.

Theresa Williamson

**HUB Program Manager
Texas Department of Information Resources**

theresa.williamson@dir.texas.gov

(512) 475-4638

DIR HUB Mailbox:

dir.hub@dir.texas.gov



Exhibit D, Itemized Price Sheet

Service Pricing



Exhibit D – Product and Service Pricing

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

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

Automated Pricing Form: For this RFO vendors will enter **one line**, as to allow the system to accept your response submission.

BidStamp fields include:

- Product Category:
- Discount off MSRP or list price:

Pricing Form
Edit Pricing Form

Screen Sample

Back

Related Services

Action	Category	Discount off MSRP
Save Cancel	test	%

<

New Row

Exhibit D – Product and Service Pricing

2) Respondent must also complete the Itemized Price Sheet (Exhibit D) (“RFO Response Documents” area)

- Exhibit D contains 3 Tabs: Instructions, (2) Pricing Sheet, (3) Volume Discount
- Enter prices for each item your company would like to offer to DIR customers within applicable Tab(s).
- For certain products (COTS and those with user interfaces), VPAT/ACR documents must also be included with Respondent’s proposal.

3) Elements required for Pricing Sheet (Tab 2):

- Service Category
- Service Sub-Category
- Unit of Measure
- MSRP/LIST Price
- Discount being offered
- DIR Customer Price (Per Unit/EA)



Exhibit D, Itemized Price Sheet

3) Elements required for Volume Discount Pricing (Tab 3):

- Service Category
- Type of Volume i.e., by QTY (ex. 1-99 units, 100-500 units, 500+ units)
- DIR Customer Discount % off MSRP

* DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)
(Calculation made by spreadsheet)



Attachments 1, 2 & 3

Sample Contract for Product and Services

Appendix A Standard Terms and Conditions

Scope of Work (SOW) Template



Attachments 1 and 2

- Attachment 1 - Sample Contract for Product and Services
- Attachment 2 - Standard Terms and Conditions for Products and Services Contracts
- Attachment 3 – Scope of Work (SOW) Template
- **Caution:** Respondent's Response may be disqualified if their exceptions are excessive.



Electronic and Information Resources (EIR) Accessibility Forms

Marie Cohan
Statewide Digital Accessibility
Program Administrator

Exhibits G, H and I



EIR Accessibility Background

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



EIR Accessibility Required Document Types

- **Accessibility Conformance Report (ACR)**

- Required for all commercial products which includes Software (SaaS), Platform (PaaS), Infrastructure (IaaS), and other managed services, and products that contain ANY user interface.
- The ACR is a completed Voluntary Product Accessibility Template (VPAT)

- **Vendor Accessibility Development Services Information Request (VADSIR)**

- Required for all respondents proposing non-COTS and bespoke offerings and services
- Includes website development, application development, other development services, configuration, integrated solutions, implementation, and more

- **Policy Driven Adoption for Accessibility (PDAA)**

- Self-assessment of organization's accessibility maturity
- Required for all respondents

Supporting information may be requested by DIR.



Exhibit G: Voluntary Product Accessibility Template (VPAT)

- Required for commercial products such as SaaS, IaaS, PaaS, managed services, and ANY user interface products and services documenting accessibility compliance to US Section 508 technical standards
 - ITIC VPAT 2.3 or higher template form must be used to create the ACR
 - VPAT 1.0 forms are obsolete, but acceptable for unchanged products released on or before January 1, 2019
 - Completion instructions included in template; instruction pages (1-9) should be deleted from the forms prior to submission
- Completed by individuals with relevant knowledge of product accessibility.
 - VPATs are completed by manufacturer for products / product family specific
 - Resellers should obtain a completed VPAT from the manufacturer
 - Should be based on accessibility testing results and supported by documentation (on request)
- Completed VPAT is an Accessibility Conformance Report (ACR) and this is what should be submitted with the response.



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

Vendors must complete the VADSIR if response includes one or more of the following offering types:

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



Exhibit I: Policy Driven Adoption for Accessibility (PDAA)

- Addresses the maturity of accessibility programs at the organization level
 - Self-assessment with results mapped to the PDAA Maturity Model
 - Accessibility policy maturity provides insight into vendors' ability to develop accessible commercial products and service offerings
- Vendors can use the results as a roadmap for implementing their organization-wide IT accessibility initiatives
 - Helps ensure that programs and processes are in place to facilitate the development of future accessible offerings.
 - Gaps in vendor internal governance systems and leadership commitment inhibit the ability to meet these standards for their products / services.

Note: Form should be completed and returned in its original format (Excel file).



EIR Accessibility Resources

- **EIR Accessibility Website**

- <https://dir.texas.gov/electronic-information-resources-eir-accessibility/eir-accessibility-procurement-vendor-information>

- **VPAT template**

- <http://www.itic.org/public-policy/accessibility>

- **VADSIR template**

- <https://dir.texas.gov/sites/default/files/Vendor%20Accessibility%20Dev%20Services%20Info%20Request.docx>

- **PDAA template**

- <https://dir.texas.gov/sites/default/files/2021-10/Policy%20Driven%20Adoption%20for%20Accessibility%20-%20Vendor%20Assessment.xlsx>

- **Additional Information**

- <https://dir.texas.gov/electronic-information-resources-eir-accessibility/eir-accessibility-procurement-vendor-information>



Electronic and Information Resources (EIR) Accessibility

Questions

CONTACT:

Marie Cohan, Statewide Digital Accessibility
Technology Planning, Policy, and Governance
Chief Technology Office

(512) 463-6186 | marie.cohan@dir.texas.gov



General Information and Bid Submittal



General Information

- Reference the RFO page number and section number when submitting questions.
- **Webinar participants may submit questions electronically at anytime during the webinar, please use the question tab.**
- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Check the ESBD often for updates
- All questions regarding this RFO must be **submitted in writing through the BidStamp Vendor Information System Portal (VIS) by November 30, 2022, 5:00 P.M. (CT).**



General Information (cont'd)

- **Disqualification of Offers**

- Failure to sign Respondent Information Form (Exhibit A)
- Failure to complete Financial Information (DUNS Number)
- Failure to complete a Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
- Failure to complete and submit Exhibit D, Itemized Pricing Sheet
- Failure to submit on or before due date and time
- **Contact with DIR employees regarding this RFO other than designated contacts**

- **Delivery of Offers**

- **Any Vendor responding to this RFO must submit their response through the BidStamp VIS.**



General Information (cont'd)

Respondents and all respondent representatives shall not attempt to discuss the contents of this RFO with any employees or representatives of DIR other than designated contacts. Failure to observe this restriction may result in disqualification of any related Response.



General Information (cont'd)

Contacts for inquiries regarding this RFO:

Vania Ramaekers CTCD, CTCM – vania.ramaekers@dir.texas.gov

Contacts for the following related topics:

Vendor Information Systems (VIS) Portal - BidStamp:

Stephanie Harrison CTCD, CTCM – stephanie.harrison@dir.texas.gov

HUB Subcontracting Plan:

Theresa Williamson – theresa.williamson@dir.texas.gov, or dir.hub@dir.texas.gov



Bid Submittal

- Any Respondent responding to this RFO must submit their response through the BidStamp Vendor Information System (VIS)
- Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via <http://dircommunity.force.com/BidStamp> and enter in their access credentials.
- If a Vendor does not yet have login credentials, Vendor will request one by clicking on “Are you a vendor and need to request an account?” button that is located on the login page.
- You may view a video on how to set up your BidStamp account at this link: <https://dir.texas.gov/outreach-and-training>.

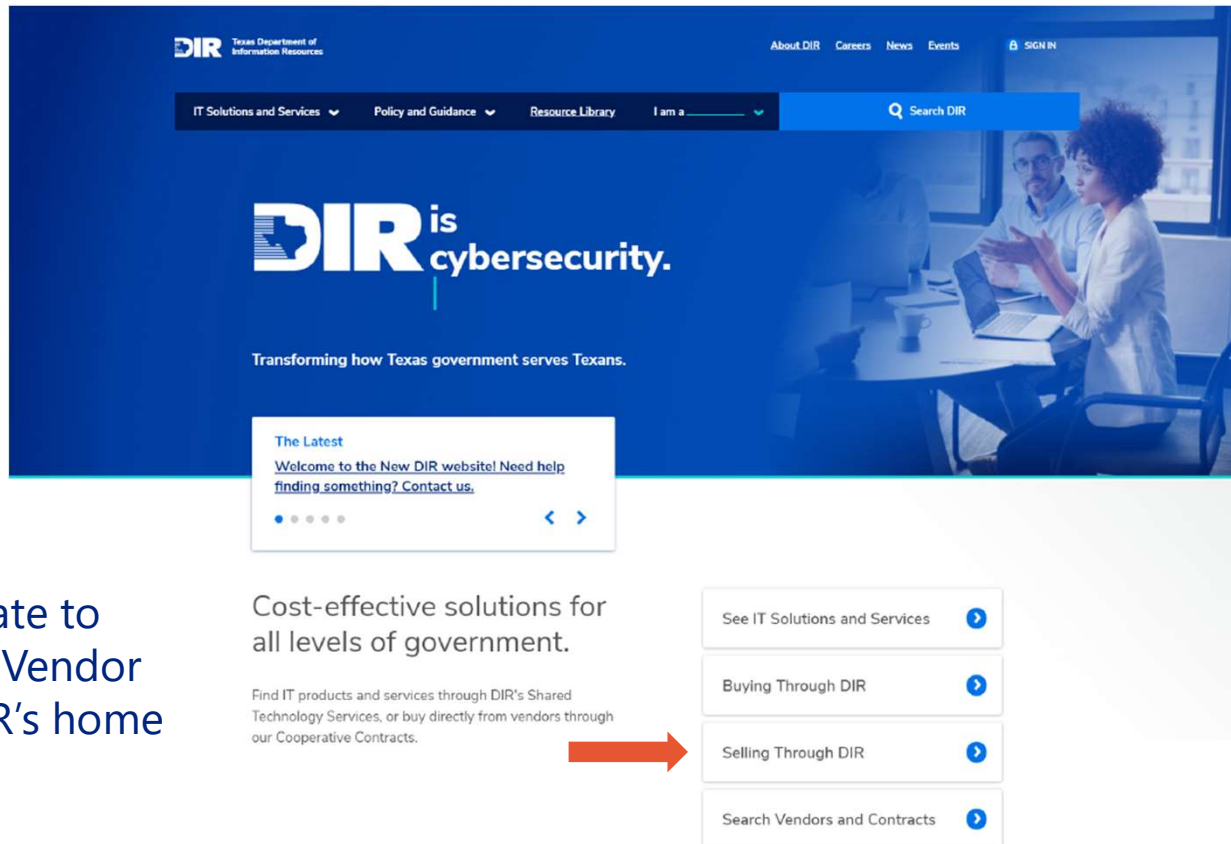


Bid Submittal

Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 3.1 of this solicitation. Please allow at least five business days for response.



Information For Vendors



How to navigate to the BidStamp Vendor login from DIR's home web page.

Note: Scroll down on web page for further information.



Information for Vendors – Cont.

DIR Texas Department of Information Resources

About DIR Careers News Events SIGN IN

IT Solutions and Services Policy and Guidance Resource Library I am a Search DIR

Home > IT Solutions and Services

INFORMATION FOR

Selling Through DIR

Vendors are an important partner in the success of DIR's core mission to serve Texas. Our vendors provide the IT products and services that are vital to our customer's technology needs. Find out more about the steps and processes to becoming a DIR partner and which responsibilities each vendor has to fulfill.

Learn more about being a valued Vendor with DIR

Doing Business with DIR

Start here to find out more about partnering with DIR as a Vendor

Schedule of Solicitation Opportunities

Discover current and upcoming solicitation opportunities. This is the first step on how to bid and secure a DIR contract

Historically Underutilized Business (HUB) Program

Our HUB program has a dual role of increasing HUB participation through DIR Internal Procurement and all DIR Contracts

Note: Scroll down on web page for further information.

Information for Vendors – Cont.

Posting Phase

These Solicitations are currently active. Vendors are able to submit responses until the deadline. Pre-Solicitation conferences are posted on the DIR calendar.

The Vendor BidStamp Guide is posted on DIR's website on the Schedule of Solicitation Opportunities Page.

<https://dir.texas.gov/it-solutions-and-services/selling-through-dir/schedule-of-solicitation-opportunities>



BidStamp Application

The BidStamp application is DIR's e-procurement system that supports solicitations and contracts throughout the procurement lifecycle by automating the procurement processes, e.g., solicitation creation and posting, collecting vendor responses, evaluation of responses and recommendations, and contract creation, award, and management.

BidStamp Online Solicitation Portal >

Request Credentials for BidStamp Access >



PDF (2.06 MB)

BidStamp VIS Training Guide - Vendor Version 1.0



Note: Scroll down on web page for further information.



Responding to a Solicitation

After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.

<https://dircommunity.force.com/BidStamp>



BidStamp Vendor Login

Internet Explorer is not supported

Username

Password

Login

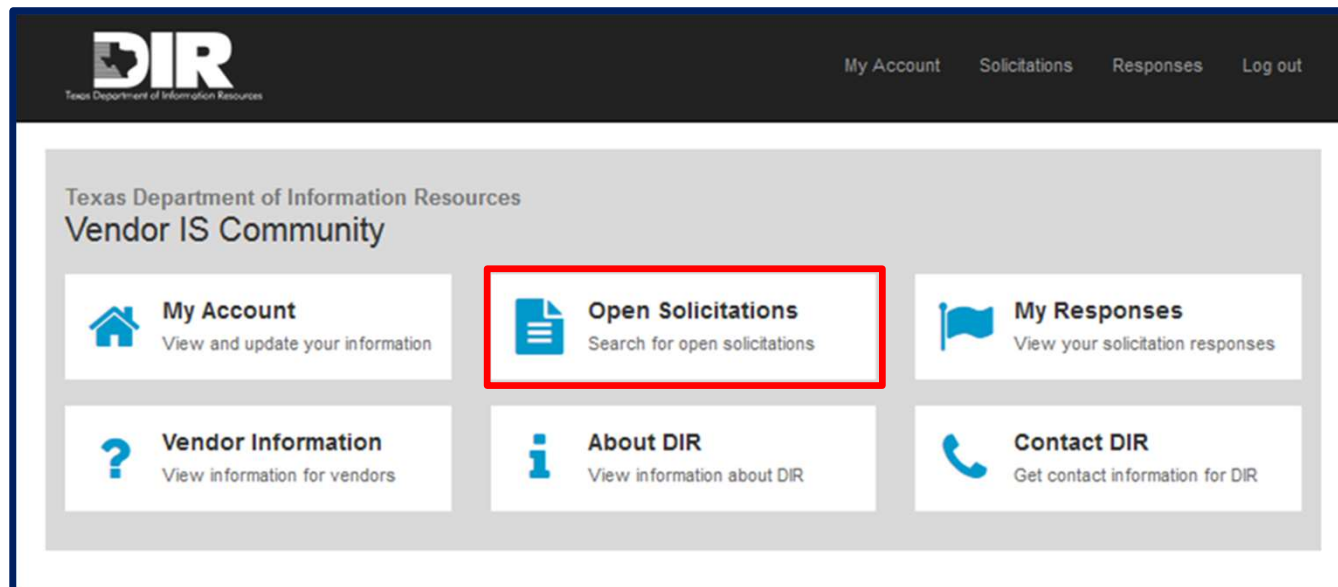
Are you a vendor and need to request an account?
Forgot your password?

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300 W. 15th Street, Suite 1300
Austin, TX 78701 | 512.475.4700



Responding to a Solicitation

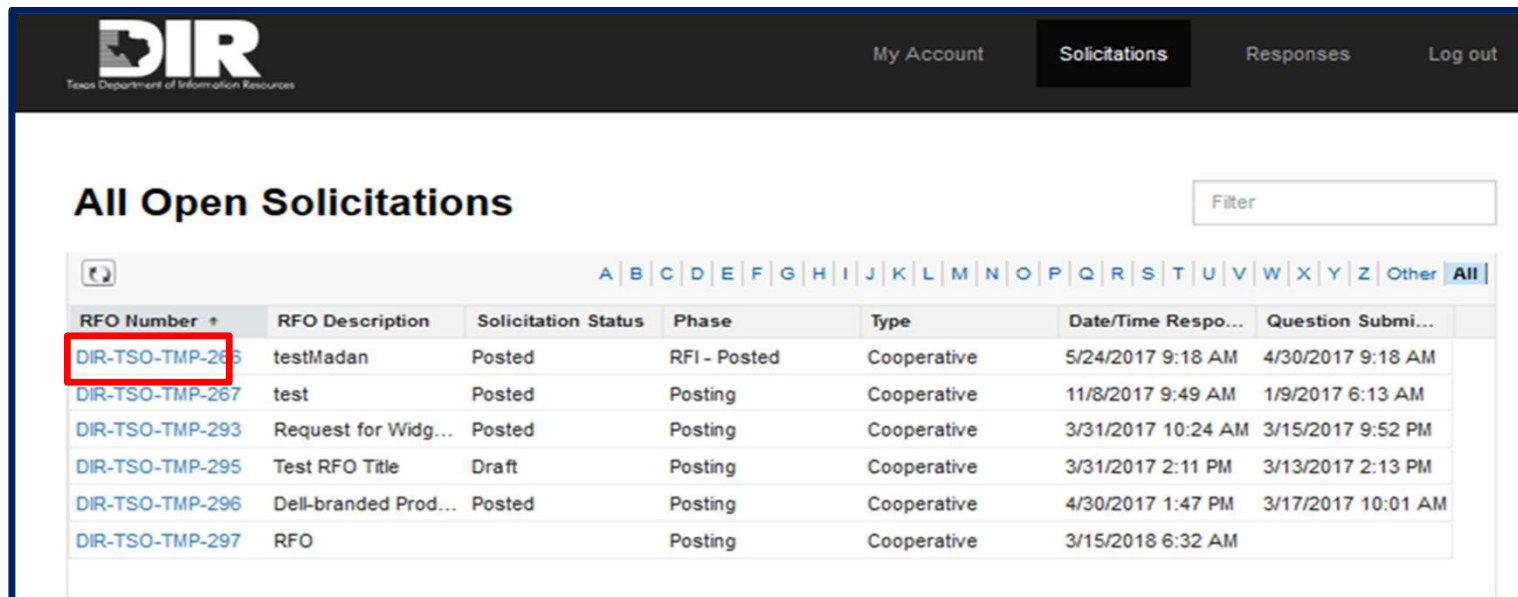
After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.



Creating a New Response

To create a new response:

1. Log in to the VIS portal and select the "Open Solicitations" tile
2. Click on the "RFO Number" (**DIR-CPO-TMP-564**) of the solicitation you want to respond to
3. You will be navigated to the "RFO Number" detail page



The screenshot shows the DIR Texas Department of Information Resources portal. The top navigation bar includes "My Account", "Solicitations", "Responses", and "Log out". The main content area is titled "All Open Solicitations" and features a "Filter" input field. Below the title is a table with columns: RFO Number, RFO Description, Solicitation Status, Phase, Type, Date/Time Respo..., and Question Submi... The table contains several rows of data, with the first row, "DIR-TSO-TMP-265", highlighted with a red box. The table also includes a navigation bar with letters A through Z and "Other" and "All" options.

RFO Number +	RFO Description	Solicitation Status	Phase	Type	Date/Time Respo...	Question Submi...
DIR-TSO-TMP-265	testMadan	Posted	RFI - Posted	Cooperative	5/24/2017 9:18 AM	4/30/2017 9:18 AM
DIR-TSO-TMP-267	test	Posted	Posting	Cooperative	11/8/2017 9:49 AM	1/9/2017 6:13 AM
DIR-TSO-TMP-293	Request for Widg...	Posted	Posting	Cooperative	3/31/2017 10:24 AM	3/15/2017 9:52 PM
DIR-TSO-TMP-295	Test RFO Title	Draft	Posting	Cooperative	3/31/2017 2:11 PM	3/13/2017 2:13 PM
DIR-TSO-TMP-296	Dell-branded Prod...	Posted	Posting	Cooperative	4/30/2017 1:47 PM	3/17/2017 10:01 AM
DIR-TSO-TMP-297	RFO		Posting	Cooperative	3/15/2018 6:32 AM	

Creating a New Response (cont'd)

The screenshot shows the DIR website interface for RFO Number DIR-TSO-TMP-473. The top navigation bar includes 'My Account', 'Solicitations', 'Responses', and 'Log out'. The main content area displays the RFO Number and a table of key dates. Below the table, there are buttons for 'Respond To Solicitation', 'Ask A Question', 'Subscribe to Solicitation', and 'View Solicitation Documents'. A section titled 'New Fields' shows 'Solicitation Status' as 'Posted' and 'Type' as 'Cooperative'. At the bottom, there is a section for 'RFO Questions' which currently shows 'No records to display'.

RFO Number Detail			
Actual Start Date Posting	5/15/2017	Vendor Conference Date	5/25/2017 2:00 PM
Question Submission Deadline Date	5/31/2017 2:00 PM	RFO Answers to Questions Deadline Date	6/7/2017 5:00 PM
Date/Time Responses Due	6/15/2018 2:00 PM	Actual Start Date Evaluation	6/16/2017

New Fields

Solicitation Status: Posted Type: Cooperative

RFO Questions

No records to display

This page will display important deadlines for the solicitation and list any questions Vendor has submitted.

Buttons discussed on the next slide.



Creating a New Response (cont'd)

RFO Number Detail Button Description:

- **Respond to a Solicitation (or View Response):** Create a new response or view a response that is in-progress. If a response has already been created or started, this button will read as "**View Response**" and allow you to resume your progress on an existing RFO response.
- **Ask a Question:** Submit a question to be reviewed by a DIR resource. Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page.
- **Subscribe to Solicitation:** Subscribe to a solicitation if you would like to receive addendum notifications. To subscribe to the solicitation, you must select the "Subscribe to Solicitation" button AND have enabled your contact to "Receive Notifications".
- **View Solicitation Documents:** Navigate to the ESBD posting for a solicitation and view the solicitation's documents.



Respond to a Solicitation

DIR
Texas Department of Information Services

My Account Solicitations Responses Log out

RFO Response
R0006029

1 Add your documents below (400MB max size). Click the "Submit" button once all documents have been added.

1 Please review the ESBID posting to ensure you have provided all the necessary documents in your submission.
Also, please verify the information on the page is correct before submitting. Once submitting your response, you will be unable to make changes unless you withdraw your response completely and restart the submission process.

RFO Response Detail

RFO Number	DIR-TSO-TW-173	Status	In Progress
Submission Date		Vendor	Tech Widgets-R-US
Submitted By		Actual Start Date	5/15/2017
Vendor Conference Date	5/25/2017 2:00 PM	Posting	
		Question Submission Deadline Date	5/31/2017 2:00 PM
RFO Answers to Questions Deadline Date	6/7/2017 5:00 PM	Date/Time Responses Due	6/15/2018 2:00 PM
Actual Start Date Evaluation	6/16/2017		

RFO Response Documents

No records to display

1 Reference forms are being sent via BidStamp as a courtesy. DIR will not be responsible if the form is not received by the vendor for any reason. It is solely the vendor's responsibility to ensure that the reference party receives the request.

Vendor References

No records to display

"RFO Response Page" buttons:

- **Delete:** Delete all information that has been uploaded and the response record before the response has been submitted. **Note:** Once the response is submitted, Vendor must use the **Withdraw** button that will appear upon solicitation submission.
- **Submit:** Submits the response record and all associated information. (*reference Vendor Guide Section 5.7*)
- **Ask A Question:** Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page. (*reference Vendor Guide Section 5.6*)
- **Create Pricing Form:** Create a pricing form to submit pricing information for your response (*reference Vendor Guide Section 5.5*)
- **New (RFO Response Documents):** Upload required files indicated in the RFO posted on the ESBID (*reference Vendor Guide Section 5.2*)
- **New (Vendor References):** Submit a new reference's email address and opt to send the vendor a reference (*reference Vendor Guide Section 5.3*)

Response Content

RFO Section 3.8.1.2 – Response Contents

RESPONDENT MUST PROVIDE THE ITEMS LISTED BELOW.

- Exhibit A – Respondent Information (**SIGNED**)
- Exhibit A – **Canceled Contracts** – Attachment 1 (if applicable)
- Exhibit B – Respondent History and Experience
- Exhibit C – Contract Marketing and Customer Support Plan
- Exhibit D – Itemized Price Sheet
- Exhibit E – Vendor References
- Exhibit F – Respondent Release of Liability for Reference
- Exhibit G – Voluntary Product Accessibility Template (VPAT)



Response Content Cont'd

- Exhibit H - VADSIR (for non-COTS)
- Exhibit I – Vendor Accessibility Policy Assessment (PDAA)
- Exhibit J - Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
- Exhibit K - EDGAR Certification Form
- Manufacturer Letters for all brands proposed
- Software License Agreements and/or Service Agreements (if applicable)
- Any Exceptions Requested (Exhibit A) or Affirmative Statement the Respondent takes no Exceptions
- Signed Addenda to RFO

Rejection of Responses

Section 3.9 of the RFO states:

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

Questions

- Break (10 minutes)
- **Reference the RFO Section Number and Page Number with your submitted question.**
- Questions answered today are unofficial until posted on the ESBD.
- Submit additional questions through BidStamp VIS.

Reminder

- Questions answered today are unofficial until posted on the Electronic State Business Daily (ESBD) in the form of an Addendum.
- Any changes or additional information regarding this RFO will be posted as an addendum to requisition number DIR-CPO-TMP-564 on the ESBD: <http://esbd.cpa.state.tx.us/>
- It is the responsibility of Vendors to monitor the EBSD web site for addenda.



RFO Schedule

Section 3.3.1 Anticipated Schedule:

Date/Time	Activity
October 10, 2022	Publish RFO on Electronic State Business Daily
November 1, 2022, 1:00pm (CT)	Optional Pre-Solicitation Conference
November 30, 2022, 5pm (CT)	Deadline for submitting questions
December 12, 2022, 5pm (CT)	Estimated response date to Questions received
January 10, 2023, 2:00 PM (CT)	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO
January 16, 2023 – until completed	Evaluation of responses, oral presentations (if requested), negotiations, and contract execution



Conference Closing

All questions, inquiries **must** be directed to:

Vania Ramaekers

Email: vania.ramaekers@dir.texas.gov



Thank You

dir.texas.gov
#DIRisIT
@TexasDIR



Transforming How
Texas Government
Serves Texans

RFO DIR-CPO-TMP-564 Comprehensive Web Development and Managed Services

Pre-Solicitation Conference November 1, 2022

Addendum 1 Attachment B - Attendee List

First Name	Last Name	Email
Alyssa	Gaither	ag00894218@techmahindra.com
Alyssa	Gaither	ag00894218@techmahindra.com
Alyssa	Gaither	ag00894218@techmahindra.com
Alyssa	Gaither	ag00894218@techmahindra.com
Brittany	Davis Morris	brittany@bdmcreates.com
Mark	Marsiglio	mark@contextualcode.com
Karl	Stich	dstich@procomconsulting.com
Augustina	Nkansah	augustina@labusa.com
Augustina	Nkansah	augustina@labusa.com
Augustina	Nkansah	augustina@labusa.com
Gillian	Malafrente	gmalafrente@brooksource.com
Gillian	Malafrente	gmalafrente@brooksource.com
Gillian	Malafrente	gmalafrente@brooksource.com
Patrina	Pelton-Smith	patrina@businessofcharity.com
Patrina	Pelton-Smith	patrina@businessofcharity.com
James	Webb	james@ragingdonkeytechnologies.com
Kindra	Allen	kindraallen@deloitte.com
Crystal	LaShay	crystal@thecorporatelounge.com
Tomeka	Herod	tomeka@wilkins.com
Randy	Saucedo	RANDALL.SAUCEDO@FISERV.COM
Olu	Olusanya	olu.olusanya@tripleotechnologies.com
Olu	Olusanya	olu.olusanya@tripleotechnologies.com
Olu	Olusanya	olu.olusanya@tripleotechnologies.com
Anthony	Wenzel	awenzel@waypathconsulting.com
Matthew	Raymond	matthew@appmaisters.com
Matthew	Raymond	matthew@appmaisters.com
Michelle	Carneiro	michelle.carneiro@itignite.com
Michelle	Carneiro	michelle.carneiro@itignite.com
Donald	Twining	dtwining@microassist.com
Reece	Morrison	rmorrison@striveconsulting.com
Glêdson	Cunha	gledson.cunha@itignite.com
Albert	Balcells	abalcells@sprucetech.com
Jose	Ortiz	Jortiz@sprucetech.com
Jose	Ortiz	Jortiz@sprucetech.com
Jose	Ortiz	Jortiz@sprucetech.com
Mike	Jones	mike@flintavenue.com
Jeff	Dickert	jdickert@sprucetech.com
Amy	Wood	amy.wood@flintavenue.com
Amy	Wood	amy.wood@flintavenue.com
Amy	Wood	amy.wood@flintavenue.com
Amy	Wood	amy.wood@flintavenue.com

RFO DIR-CPO-TMP-564 Comprehensive Web Development and Managed Services

Pre-Solicitation Conference November 1, 2022

Addendum 1 Attachment B - Attendee List

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**RFO DIR-CPO-TMP-564 Comprehensive Web Development and Managed Services
Pre-Solicitation Conference November 1, 2022
Addendum 1 Attachment B - Attendee List**

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**Department of Information Resources
Request for Offer DIR-CPO-TMP-564
Comprehensive Web Development and Managed Services
Exhibit D - PRICING SHEET**

Instructions	
1)	TAB 1 - Pricing Sheet - INSTRUCTIONS - Respondent shall provide a description and the specific pricing for any services that Respondent is proposing to offer in response to this RFO. Services should be listed by Service Category in Tab 2 Pricing Sheet of this spreadsheet. Respondent shall provide specific pricing for the services applicable to their response.
2)	The discount being offered shall be based upon List Price/Manufacturer's Suggested Retail Price (MSRP). Comprehensive Web Development services Discounts MUST be listed by service categories listed on Comprehensive Web Development Pricing Sheet.
3)	Discounts <u>must</u> be listed by service category or product line and include all shipping and handling fees.
4)	Discount range (e.g., 0% - 99%) is not allowed.
5)	Respondent shall provide a description of MSRP/List Price or the method utilized to derive MSRP/List Price.
6)	If Vendor is proposing Volume Discounts, the product must be listed separately on the Volume Discount Price Sheet with the associated type or grouped with an associated discount and submitted with Vendor's response. For example:
	ABC Product, 1-5 Units - 10%
	ABC Product, 6-10 Units - 20%
	ABC Product, 10+ Units - 30%
	All Volume Discounts will be listed on the Volume Discount Price Sheet tab and will be submitted in the EXCEL spreadsheet format.

Department of Information Resources
Request for Offer DIR-CPO-TMP-564
Comprehensive Web Development and Managed Services
Exhibit D - PRICING SHEET
COMPANY NAME: ABC, Inc.

Upload the itemized PRICE SHEET in the BIDSTAMP VIS as an EXCEL spreadsheet

SERVICE CATEGORY Description	SUB-CATEGORY DESCRIPTION	MSRP/List Price (Per Unit)	Unit of Measure	Discount % off MSRP	DIR Customer Price (Per Unit/EA)
0-Sample Section					
WEBSITE DESIGN/DEVELOPMENT	e.g. Website Design/Development Cat1	\$ 2,000.00	each	15.00%	\$ 1,712.75
	e.g. Website Design/Development Cat2	\$ 3,000.00	each	20.00%	\$ 2,418.00
	e.g. Website Design/Development Cat3	\$ 4,000.00	each	25.00%	\$ 3,022.50
	Category Total Average Discount			20.00%	
1. WEBSITE DESIGN/DEVELOPMENT					
WEBSITE DESIGN/DEVELOPMENT	e.g. Website Design/Development Cat1			0.00%	\$ -
WEBSITE DESIGN/DEVELOPMENT	e.g. Website Design/Development Cat2			0.00%	\$ -
WEBSITE DESIGN/DEVELOPMENT	e.g. Website Design/Development Cat3			0.00%	\$ -
WEBSITE DESIGN/DEVELOPMENT	e.g. Website Design/Development Cat4			0.00%	\$ -
(Provide what is included in the above)	Category Total Average Discount			0.00%	
2. DOMAIN NAME SYSTEM (DNS) MANAGEMENT					
DOMAIN NAME SYSTEM (DNS) MANAGEMENT	e.g. Domain Name Registration (one time fee)			0.00%	\$ -
DOMAIN NAME SYSTEM (DNS) MANAGEMENT	e.g. Domain Name Renewal (yearly fee)			0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
	Category Total Average Discount			0.00%	
(Provide any additional offering for DNS and price structure offering - e.g. one time, monthly fee, annual fee)					
3. BUSINESS ANALYSIS SERVICES					
BUSINESS ANALYSIS SERVICES	e.g. Website Traffic Analysis			0.00%	\$ -
BUSINESS ANALYSIS SERVICES	e.g. Monthly Activity Reports			0.00%	\$ -
BUSINESS ANALYSIS SERVICES	e.g. 24/7 Monitoring			0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
	Category Total Average Discount			0.00%	
(Provide any additional business tools offered and price structure offering - e.g. one time, monthly fee, annual fee)					
4. WEBSITE HOSTING					
WEBSITE HOSTING	e.g. Hosting fees (monthly), XYZ			0.00%	\$ -
WEBSITE HOSTING	e.g. Hosting fees (Annual), XYZ			0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
	Category Total Average Discount			0.00%	
(Provide storage capacity, data transfer, support offered and any additional offering. Include price structure offering - e.g. one time, monthly, annual fee)					
5. CLOUD HOSTING					
CLOUD HOSTING	e.g. Hosting fees (monthly)			0.00%	\$ -
CLOUD HOSTING	e.g. Hosting fees (Annual), XYZ			0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
	Category Total Average Discount			0.00%	
(Provide storage capacity, data transfer, support offered and any additional offering. Include price structure offering - e.g. one time, monthly, annual fee, can not sell as stand alone, must be part of the Web Development solution)					
6. E-MAIL HOSTING					
E-MAIL HOSTING	e.g. E-mail addresses (one (1) mailbox)			0.00%	\$ -
E-MAIL HOSTING	e.g. E-mail addresses (five (5) mailboxes)			0.00%	\$ -
	e.g. E-mail addresses (ten (10) mailboxes)			0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
	Category Total Average Discount			0.00%	
(Provide storage capacity and any additional offerings. Include price structure offering - e.g. monthly, annual fee)					
7. ACCESSIBILITY SERVICES					
ACCESSIBILITY SERVICES	Tools (e.g. named software products)			0.00%	\$ -
ACCESSIBILITY SERVICES	e.g. Testing - hourly rate			0.00%	\$ -
ACCESSIBILITY SERVICES	e.g. Other services			0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -
				0.00%	\$ -

SERVICE CATEGORY Description	SUB-CATEGORY DESCRIPTION	MSRP/List Price (Per Unit)	Unit of Measure	Discount % off MSRP	DIR Customer Price (Per Unit/EA)	
	Category Total Average Discount			0.00%		
(Provide services offered and pricing structure (e.g. monthly, hourly, recurring fees, blended rates, software, etc)						
8. WEB CONTENT MANAGEMENT (WCM)						
WEB CONTENT MANAGEMENT	e.g. Vendor manages website content - hourly, monthly, annually			0.00%	\$ -	
WEB CONTENT MANAGEMENT	e.g. Solution for customer to manage website content - include offering for this scenario			0.00%	\$ -	
				0.00%	\$ -	
	Category Total Average Discount			0.00%		
(Provide services offered and pricing structure (e.g. monthly, annually, per page, per change, per hour, etc)						
9. WEB TRAINING, MAINTENANCE, AND SUPPORT						
TRAINING	Website Maintenance - (hourly, monthly, annually)			0.00%	\$ -	
MAINTENANCE	Training - (per class, hourly)			0.00%	\$ -	
SUPPORT	Support - (monthly, annually)			0.00%	\$ -	
	Category Total Average Discount			0.00%		
(Provide for each item above services offered and pricing structure)						
10. TURNKEY SOLUTION						
TURNKEY SOLUTION	Website Design, Development, Hosting, Domain Name, Management, E-mail, Accessibility, Web Content Management, Maintenance, Training and Support			0.00%	\$ -	
				0.00%	\$ -	
				0.00%	\$ -	
	Category Total Average Discount			0.00%		
(Provide turnkey solution that includes the above. Vendor should indicate which services is included in the turnkey solution. Provide pricing structure - e.g. monthly, annually, etc)						
11. TURNKEY SOLUTIONS 3RD PARTY PRODUCTS (Signed letter of authorization must be submitted with Vendor's proposal)						
BRAND NAME	TYPE (hardware or Software etc.)	SUB-CATEGORY DESCRIPTION	MSRP/List Price (Per Unit)	Unit of Measure	Discount % off MSRP	DIR Customer Price (Per Unit/EA)
					0.00%	\$ -
					0.00%	\$ -
					0.00%	\$ -
					0.00%	\$ -



TEXAS DEPARTMENT OF INFORMATION RESOURCES

Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-564
ADDENDUM NUMBER:	2

Addendum Date: December 12, 2022

If you should have any questions regarding this Addendum, please contact:

Vania Ramaekers
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Email: vania.ramaekers@dir.texas.gov

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Comprehensive Web Development and Managed Services, Solicitation No. DIR-CPO-TMP-564, released October 10, 2022. It contains the answers to additional vendor questions received by November 30, 2022, and replaces Exhibit E Reference Form provided here as Addendum 2 Attachment A.

In the submission of its response to this solicitation, Respondents shall submit this signed “page one” of the Addendum, acknowledging receipt of the Addendum.

Respondent Acknowledgment of Receipt

(Printed entity name)

(Printed name of authorized representative)

(Signature of authorized representative)

(Date)

Question and Answer Document

The following table outlines vendor questions, references Request for Offer (RFO) sections and page numbers, and the Department of Information Resources (DIR) response to questions (question are organized in order received):

#	RFO Section	Page #	Vendor Question	DIR Answer
1.	General	NA	Will answers to questions come on a rolling basis, understanding that the deadline for vendor questions is 11/30 and DIR plans to respond to all questions by 12/12?	Addendum 1 has been posted, any questions that are received after the addendum is posted will be part of Addendum 2 being posted December 12, 2020
2.	Pre-Solicitation Conference	NA	Mentioned during the Pre-Solicitation Conference -Are Letters of Authorization required for each application? This information was not included in the RFO	If the vendor is not the manufacturer of the products they offer on their proposal, the responding vendor must receive approval from the manufacturer of the product in the form of a Letter of Authorization (LOA) to re-sale these products to DIR customers. LOA are not based on each application.
3.	Pre-Solicitation Conference	NA	Mentioned during the Pre-Solicitation Conference Are Licensing Agreements required for each application?	No, Licensing Agreements are not required. The vendor will determine if and when Agreements are required based on their own business and service's needs.
4.	Pre-Solicitation Conference	NA	Are Manufacturer Warranty required for each application?	No, Warranty are part of services provided based on vendors own business and service's needs.
5.	Pre-Solicitation Conference	NA	Scoring for the Accessibility Forms. These are listed as Pass/Fail in the RFO; however, in the Pre-Bid Conference, it was stated these would be scored and added to the overall score. How will these forms be scored?	Accessibility forms will be evaluated as Pass / Fail as stated in the RFO. The accessibility forms are not added to the overall evaluation scores. A missing PDAA could result in disqualification.
6.	Pre-Solicitation Conference	NA	Scoring for the Accessibility Forms. These are listed as Pass/Fail in the RFO; however, in the Pre-Bid Conference, it was stated these would be scored and added to the overall score. How will these forms be scored?	Duplicate question see answer above.

#	RFO Section	Page #	Vendor Question	DIR Answer
7.	Bid Stamp VIS porta	NA	The Bid Stamp VIS portal instructions for this RFO directs vendors to “Add your documents below (400MB).” Please confirm whether the 400MB limit is the total file size for all uploaded files or per file size.	The limit of 400 MB is the size limit per file.
8.	Exhibit A	3-4	Exhibit A: Respondent Information, Item 14, page 3-4 Item 14) Respondent and Subcontractor Conflict of Interest Disclosure instructions are to “List below all current or former employees of Respondent and/or Respondent personnel with conflicts of interests...” As this RFO response is for a contract vehicle, please confirm that Respondents should enter “N/A” in both the Respondent Personnel and Subcontractor Personnel tables since we are not proposing personnel at this stage?	Exhibit A is in reference to all vendor employees and personnel, not personnel proposed as part of the response. The vendor must provide the responsive list of all employed personnel as requested.
9.	Exhibit D	NA	Exhibit D: Pricing, Worksheet 1 Instructions, item 5 Item 5) states “Respondent shall provide a description of MSRP/List Price, or the method utilized to derive MSRP/List Price.” Are Respondents required to include a narrative with their pricing? If yes, please confirm we can provide a PDF of the narrative in addition to the Exhibit D Excel file? If no, please clarify what DIR means by “description of MSRP/List Price or method utilized to derive...”	Addendum 1 provided a revised Spreadsheet for pricing, the MSRP or List Price is the vendors cost from the manufacturer. The only time you will need to provide a narrative is when you are not using MSRP or List Price. In that case your narrative will be entered at the bottom of the product tab of the spreadsheet.
10.	Exhibit E	NA	Exhibit E: Reference Form If a client’s contract covers multiple service categories, can the client reference submit only one (1) Exhibit E Reference Form listing the multiple categories?	Yes, A client can submit one reference form for all services categories received from a vendor.

#	RFO Section	Page #	Vendor Question	DIR Answer
11.	Exhibit F	1	The Signature section has two places for the date of signature but only requires the "Respondent" signature. Please confirm we only need to fill in the first place for the date.	One signature one Date.
12.	Exhibit G:	NA	The Corrections to the ICT Final Rule link leads to a Page Not Found (404) error. Essential Requirements for Authors, item 4, bullet 9 Applicable Standards/Guideline, sub-bullet 2 on page 4 of 28 Sub-bullet 2: The Corrections to the ICT Final Rule link leads to a Page Not Found (404) error. Please provide the correct link.	DIR has tested and verified that the links are active and working. Please review web search on "How to Fix the 404 Not Found Error: " for your computer and internet service.
13.	RFO	15	RFO 2.5 TX-RAMP, page 15 2.5 states "See Appendix A, Standard Terms and Conditions, Section 1.4(b)(xxiv) for more information," however ESBD did not post any appendices. RFO 3.8.3.4 A. Exceptions to Requirements (including Appendix A Standard Terms and Conditions), page 26 The 3.8.3.4 heading and sentence 2 in subsection A references "Appendix A Standard Terms and Conditions included in the RFO documents." No Appendices were provided, only exhibits and attachments. Please confirm that Appendix A Standard Terms and Conditions is Attachment 2 ESBD_File_304423_03 - Attachment 2 Standard Contract Terms and Conditions.	Yes, Attachment 2 is the Contract Appendix A Standard Terms and Conditions.
14.	RFO	31	RFO 4.2.2.C Weighted Evaluation Criteria, page 31 Please confirm the reference to Section 3.8.3.44 should be 3.8.3.4.	Yes, the correct reference is 3.8.3.4

#	RFO Section	Page #	Vendor Question	DIR Answer
15.	Exhibit E	NA	<p>Vendor Reference Form</p> <p>We have discovered that most government agencies prohibit their staff from providing written references for liability reasons, including our client Texas Health and Human Services Commission (HHSC), whose contracts cover multiple service categories. However, some clients are willing to give DIR verbal references via telephone.</p> <p>QUESTION: Would DIR please consider accepting reference forms emailed by clients with the top and client contact information completed to indicate their willingness to answer the rating questions via telephone.</p>	<p>Yes, DIR will accept the described reference form from customer references. To the extent a customer prefers to answer the questions orally, we ask that they indicate that preference on the form, along with other information they are willing to provide in writing.</p>
16.	RFO	25	<p>RFO 3.8.3.2 Respondent References page 25, Item A, Sentence 6 Instructions state, "References must respond directly to DIR on the form provided by the due date..."</p> <p>RFO 3.8.4, Table 4 Response Files, Line 5</p> <p>Table 4 lists Exhibit E: Reference Form with a corresponding "ABC Reference Form" file naming convention.</p> <p>Please confirm Respondents are not required to submit an Exhibit E Reference Form file.</p>	<p>The table reference the files to be loaded as well as the name convention for each file. When emailing the completed reference form to DIR, the customer providing the reference will name the form according to the directions provided in the RFO. Or the vendor can name the form appropriately before sending the email to its customers.</p>

#	RFO Section	Page #	Vendor Question	DIR Answer
17.	RFO	25	<p>RFO 3.8.3.3 Canceled Contract References, Sentence 3, page 25 – 26 Sentence 3 states, “For each company or entity listed, Respondent shall provide a signed RFO Exhibit F, Respondent Release of Liability.” Exhibit F Respondent Release of Liability The exhibit states, “This form must be completed by Respondent for each identified reference...” Please confirm that Respondents is only required to submit an Exhibit F for each canceled contract, if any, not for Vendor References (Exhibit E).</p>	<p>Exhibit F, Respondent Release of liability will be submitted for each Customer providing a reference, and for each cancelled contract company/customer information provided in Attachment 1 of Exhibit A.</p>
18.	RFO	27	<p>RFO 3.8.4 Response Files page 27, Table 4, Line 1 The “RFO Reference lists Exhibit A, however, the Form of Response column lists “ABC_564_Attachment_A.docx” as the file naming convention. Please clarify whether the submitted file should list Exhibit A instead of Attachment A.</p>	<p>This is a name convention, so each file uploaded will have to follow the "company initials plus RFO number_ plus file name" name convention. When uploading your response file, you will follow the name convention above. The table in Exhibit A is there as a sample of the name convention.</p>
19.	RFO	13	<p>Section 2.4 b (page 13) states “For Commercial products (also known as COTS), and as-a-service products, a completed Voluntary Product Accessibility Template (VPAT) or Accessibility Conformance Report (ACR) for each product offering included in the submitted pricelist.” but 2.4.1 states that all vendors must submit ACR using the VPAT. Can you please clarify. Do non-COTS vendors need to complete the ACR and VPAT or only complete the VADSIR?</p>	<p>For "COTS" offerings, an ACR(s) (Accessibility Conformance Report) ((also known as a completed VPAT (Voluntary Product Accessibility Template)) is required for all product offerings. For "non-COTS" offerings (development services), a VADSIR (Vendor Accessibility Development Services Information Request) is required. A PDAA is required regardless of product or service offering.</p>

#	RFO Section	Page #	Vendor Question	DIR Answer
20.	RFO	31	Section 4.2.2 (page 31) states that “DIR will score only the first three (3) references received for each technology category being pursued by the Respondent.” If applicable, may the same reference be used for multiple technology categories, if the vendor receives a total of 3 references?	Yes, as long as the vendor receives 3 references, it will meet the RFO response requirements.
21.	RFO	27	Section 3.8.4 Table 4 Response Files (page 27) indicates that Exhibit G (VPAT) and Exhibit H (VADSIR) should be submitted as docx files, but these files have been uploaded as pdf files on the ESDB. Is it acceptable to submit Exhibit G and Exhibit H as pdf files or do we need to convert those to docx files?	These files are samples, the vendor will follow the instructions on the forms and download the latest VPAT forms and VASIR form prior to responding to the RFO. Addendum 1, Attachment A Slides, page 42 provides links to each template form website.
22.	RFO	17	Section 2.8 (page 17) describes DIR’s Option to Extend. However, the 4 calendar months seem really short. Complex websites can sometimes take a year or more to complete. What happens if a new customer hires us to complete a website project right before our DIR contract expires? Is it possible to extend this 4-month extension limit or make it indefinite until the work is complete?	DIR Contracts contains a survivability clause. See RFO document 03-Attachment 2 Standard Terms and Conditions, Section 4.5 Survival.
23.	RFO	31	Section 4.2.1.2.i (page 31) states that respondents must provide a minimum discount listed in Exhibit D. Please clarify this section, is there a minimum % discount that must be offered, or must vendors simply provide a some % discount off MSRP?	Vendors will provide a discount off MSRP/ or List Price based on their business structure. DIR does not provide or require a minimum discount.

#	RFO Section	Page #	Vendor Question	DIR Answer
24.	RFO	15	<p>RFO 2.5 TX RAMP page 15 Where applicable, respondents shall comply with the requirements of the Texas Risk and Authorization Management Program (“TX-RAMP”). Appendix A Standard Contract Terms and Conditions Cooperative Contracts, Section 10.4 Successful Respondent Certifications, B.xxiv, page 17 xxiv) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program (“TX-RAMP”). In June 2021, Texas Gov. Greg Abbott signed a new cybersecurity law and DIR enacted new policies requiring cloud vendors doing business with the State of Texas to be StateRAMP, FedRAMP, or TX-RAMP certified.” Please confirm that StateRAMP certification meets the TX-RAMP certification requirements listed in the RFP and Standard Terms and Conditions, Cooperative Contracts.</p>	Vendors will reference DIR TX-RAMP page: https://dir.texas.gov/information-security/texas-risk-and-authorization-management-program-tx-ramp for additional information regarding the program.
25.	RFO	12	<p>RFO 2.3 Pricing, Item A, Item a), page 12 a) states, “Any Respondent...must submit specific pricing for the services requested herein.” Should Respondents enter “0” for the service categories they are not submitting a response to?</p>	Vendors will list the services and categories provided by their own business. Exhibit D contains samples of categories, vendors will enter the categories and pricing based on their own business model.
26.	Exhibit H	NA	Exhibit H VADSIR Document Question 6: How many links to example websites do we need to provide?	Vendor should provide at least one sample. Additional samples are acceptable and will further aid DIR in understanding the vendor's work.

#	RFO Section	Page #	Vendor Question	DIR Answer
27.	Exhibit G	NA	Exhibit G VPAT: Do we need to provide a VPAT if we don't provide products to our customers?	If vendor's Response does not include any product(s), then an ACR(s) is not required.
28.	Exhibit F	NA	Exhibit F Respondent Release of Liability: Who needs to fill out this document? Us (vendor) or our clients that submitted references to DIR on our behalf?	The vendor will provide this form to allow DIR to receive, review and question contacts provided for each reference as well as each cancelled contracts contact.
29.	Pre-Solicitation Conference	NA	Accessibility compliance confirmation - in the presentation you discussed that while the current level of accessibility requirement is WCAG 2.1 the requirement for DIR at this time is WCAG 2.0 level AA. Is that correct?	The minimum compliance level for website and product accessibility is WCAG 2.0 AA but higher levels will be accepted. Lower levels will only be considered for EIR created on or prior to 4/18/2020 and the user interface has not been altered since that date.
30.	Exhibit G:	NA	Exhibit G VPAT - We are a development agency that builds websites to project specifications, as outlined. We build websites on CMS platforms specified for the project, such as WordPress, Drupal, etc. I believe in that case we would provide a VADSIR and PDAA documentation, but not a VPAT. Our "product" is our design and development time until the website is built. In this scenario, do we need to provide a VPAT? If we do need to provide a VPAT, what product would we provide the VPAT on?	Vendors providing web development services will need to complete a VADSIR and PDAA. If same vendor's Response includes a product needed to support the website such as a content management system (CMS), search engine, hosting environment, etc., then an ACR is required for the product(s). A PDAA is required regardless of product or service offering.
31.	Pre-Solicitation Conference Slides	NA	Reseller Permission Requirements Page 14 - In the webinar, you mentioned that we would need to provide reseller permission documentation for services that we resell. We often make recommendations for hosting, plugins to be used on the website we are building, and other add-ons. Would these require reseller documentation?	If the vendor is not the manufacturer of the products they offer on their proposal, the responding vendor must receive approval from the manufacturer of the product in the form of a Letter of Authorization (LOA) to re-sale these products to DIR customers. LOA are not based on each application.

#	RFO Section	Page #	Vendor Question	DIR Answer
32.	General	NA	Are vendors required to submit a VPAT if they are not proposing any already existing solution or COTS platform? It seems that the VPAT may not be applicable to web development services and would focus more on specific products.	Vendors providing web development services will need to complete a VADSIR and PDAA. If same vendor's Response includes a product needed to support the website such as a content management system (CMS), search engine, hosting environment, etc., then an ACR ((also known as a completed VPAT (Voluntary Product Accessibility Template)) is required for the product(s). A PDAA is required regardless of product or service offering.
33.	General	NA	Can DIR provide extra details on what should be included in pricing?	No, DIR cannot provide pricing details, as pricing structure is based on a company own business model.
34.	General	NA	Are vendors expected to have an existing web development solution or are vendors able to offer WordPress, Drupal and/or other CMS platforms?	No, vendors will provide detail information on what they are providing in Exhibit D Pricing
35.	General	NA	Can vendors add an executive summary to either of the required proposal templates or submit a separate executive summary document to present all key win themes in one area?	Vendors will follow the format required by the RFO; it is critical for the evaluation process that each document is submitted as instructed. Any additional documents that are submitted outside of the required response documents will not be scored as part of the evaluation process or hold any weight on whether or not the respondent meets the requirements of the RFO.
36.	General	NA	Can the vendor provide services from offshore locations (Europe, LATAM & Asia)?	Reference Attachment 2, Standard Terms and Conditions Section 4.9 Data Location, and Section 10.4 B Successful Respondent. In addition, reference Exhibit A 16.B Certification Statement (ix and xiii)
37.	General	NA	What is the minimum resource coverage that you need during US business hours? Does it need to be based out of the US or can it be remote from an offshore location?	Reference Attachment 2, Standard Terms and Conditions Section 4.9 Data Location, and Section 10.4 B Successful Respondent. In addition, reference Exhibit A 16.B Certification Statement (ix and xiii)
38.	General	NA	What are typical Business and Technology related SLAs that the DIR mandates?	DIR does not mandate SLA to be provided in response to this RFO. If there are any minimal SLAs, these will be determined by the DIR Customer.

#	RFO Section	Page #	Vendor Question	DIR Answer
39.	General	NA	Can DIR send confirmation on receipt of references (3) as asked for from clients?	No, DIR cannot provide a confirmation receipt of references received. DIR recommends that vendors instruct customers to cc them when submitting their references to DIR.
40.	Exhibit B	2	Respondent Experience, Page 2: Some of the categories (for products and services) overlap with the DBITS Cat1-4 contracts. For questions 7 & 8, should these contracts be cited?	No, do not reference any document or contracts, when completing the experience forms, list your experience regarding what you are going to provide for this RFO Scope, other contracts and or RFO responses does not apply. DIR will not be looking or searching for any referenced document when evaluating experience forms.
41.	General	NA	As per the RFO, business analysis services are required by DIR. Can you list what all services are expected by DIR for e.g., BRD, FRD etc.? Please clarify.	DIR does not expect to purchase any type of services from this RFO, DIR is setting up a Cooperative Contract to serve our customer base. DIR requires that each vendor provide a list and prices for the services they can provide to our customer base, therefore if business analysis is a service you will provide, then you can determine the details for your own service. If a Business Requirement Document (BRD) and Functional Requirement Document (FRD) is a service, you will provide please list it and price it according to your business model.
42.	Exhibit C	NA	As per the Exhibit C (Contract Marketing & customer support Plan) it is stated that "Provide names, titles, prior account management experience for accounts of the State's size and type". Does DIR expect key staff information & organizational structure (Identifying the chain of command & customer relationship team) who has done the account management or the expectation here is from Vendor experience perspective . Please clarify.	DIR will be evaluating the vendors proposed plan to serve the DIR customer base, therefore vendors are required to provide the Marketing Plan and Customer support Plan that will be in place, once it is determined that a contract will be awarded.

#	RFO Section	Page #	Vendor Question	DIR Answer
43.	General	NA	In case of event of being awarded a contract to the vendor, what all information regarding the subcontractors is required with respect to the past engagement & on what type of contracts? Please clarify.	Please refer to the HUB Subcontracting Plan instructions and requirements. Once a Subcontracting Plan is approved and a Contract is awarded the vendor will provide contact information for each subcontractor listed and approved under the HUB Subcontracting plan.) DIR Customers may request verification of experience for any vendor (including subcontractors) selected to complete work under an awarded contract.
44.	General	NA	Does DIR allow the hybrid onshore-offshore resource mode to work on this project to provide required UX designing, development & maintenance support. Please confirm?	Reference Attachment 2, Standard Terms and Conditions Section 4.9 Data Location, and Section 10.4 B Successful Respondent. In addition, reference Exhibit A 16.B Certification Statement (ix and xiii)
45.	General	NA	As the Q/A response would be notified by DIR officially on December 12th, 2022. Though if the vendor desired to have answers early, can the vendor reach out to POC (Vania Ramaekers) over the email/phone? To have a quick response.	Only answers provided via Addendum 2 will be official.
46.	RFO	12	As per the RFO #Pg 12 section 2.2, value-added services are desired by DIR. Can DIR list in detail what all value-added services would be apt or desired by DIR?	No, as valued added services are based on individual vendors business models.
47.	General	NA	As per the RFO, vendors must provide work references that would be verified directly by DIR. We understand only 3 references to be provided to fulfil the reference requirement. Please Confirm.	Correct
48.	Exhibit C	NA	As per the document Exhibit C, a contract marketing plan & selling the services listed in the RFO are desired from the vendor. Can DIR list in detail the expectations and what all activities are desired from the vendor?	No, the objective of the Contract Marketing Plan is to establish the vendor's capabilities to market their services and to support the DIR customer base after a contract is awarded.

#	RFO Section	Page #	Vendor Question	DIR Answer
49.	General	NA	As per the RFO, it is understood that content writing services will also part of the scope. Is this optional or mandatory requirement to select vendor(s)?	Each vendor will list the services it will be providing for evaluation under the RFO Exhibit D Pricing, there are no mandatory requirements in respect to what each vendor will provide, that is up to each vendor's business model.
50.	General	NA	As per the RFO, the vendor must comply with the EIR Standards 1 TAC 206, 1 TAC 203 in the WCAG 2.0 AA. Please confirm if providing either of ACR, VADSIR & PDAA for fulfills this requirement?	For "COTS" offerings, an ACR (Accessibility Conformance Report) ((also known as a completed VPAT (Voluntary Product Accessibility Template)) is required for all product offerings. For "non-COTS" offerings (development services), a VADSIR (Vendor Accessibility Development Services Information Request) is required. A PDAA is required regardless of product or service offering.
51.	General	NA	DIR expects a letter of authorization from the vendor for any product being sold or passed on to DIR customers. Can you explain in detail what all details shall be included in the same?	A Letter of Authorization (LOA) will be provided to a vendor from a manufacturer. The LOA will confirm that a vendor is authorized to re-sale the manufacturer products.
52.	Exhibit B and Exhibit D	NA	The Service Categories in Exhibit B Respondent Experience (pg. 1) are different from the Service Categories in Exhibit D Pricing. For example, Exhibit B lists Website Design and Website Development as two categories, and Exhibit D has a single category for Website Design/Development. Exhibit B lists Website Hosting and Cloud Hosting as a single category, and Exhibit D lists them as two categories. For consistency we would prefer to respond with our experience in the categories as they are listed in Exhibit D Pricing. Can you provide some clarification and guidance to resolve this inconsistency in how the categories are organized in Exhibit B and Exhibit D?	The Exhibit B and Exhibit D categories are examples, both documents will be completed according to vendors own business model.

#	RFO Section	Page #	Vendor Question	DIR Answer
53.	RFO	12	Section 2.3.b.2 (pg. 12) of the RFO states that “Respondent must offer only one price for each service listed OR Respondent may offer one discount for each Service Category listed.” We are not sure how to interpret this statement. Could you clarify and provide additional detail how this would apply to our response to a Service Category and Sub-Category in Exhibit D Pricing, and provide an illustrative example?	Vendors will determine which products and services will be providing under this RFO, each item listed under Exhibit D will have one price and one discount per Line. (i.e., the statement means vendors will not provide ranges such as \$1-\$100 or 10% to 30%. Exhibit D sample lines illustrate the one price one discount per product or service.
54.	Exhibit E	NA	Does the requirement to send Exhibit E Reference Form from a minimum of three (3) companies or government agencies apply if we are responding to multiple categories? In other words, will three completed references in total meet the minimum requirement if we respond to all 10 categories, or should we provide 30 references in that circumstance?	Three (3) references are all that is required, regardless of how many categories the vendor is proposing.
55.	Exhibit E	NA	Can a single reference form count toward multiple categories? For example, if an individual sends a single reference form for a project that included: Website Design/Development, Website Hosting, and Maintenance, Training & Support, would it be evaluated as part of our separate response for each of those three categories?	References are not evaluated, as part of a specific category being proposed by the vendor. References will be evaluated as part of the vendor's overall experience in conjunction with the information provided by the vendor under Exhibit B.

#	RFO Section	Page #	Vendor Question	DIR Answer
56.	RFO	25	Section 3.8.2 Respondent References (pg. 25) states that “Reference should be able to comment on work performed by the Respondent in the past five (5) years.” However, Question #1 in Exhibit E Reference Form asks, “Have you purchased any Comprehensive Web Development and/or Managed Services from this Vendor in the past 2 years?” Will DIR accept references for work performed more than 2 years in the past, per the RFO guidance of the past five years? Please clarify what impact, if any, this will have on the evaluation and scoring of our response.	The RFO reference is correct, DIR will accept references within in the past five (5) years. The reference form has been corrected and is attached to this Addendum as Attachment A.
57.	Exhibit D	NA	If we provide pricing in the Web Content Management category for a “Solution for customer to manage website content,” are we required to name a specific third-party product, such as a Content Management System? Our company is platform-agnostic and can provide many solutions in this category and others based on customer requirements.	The categories in Exhibit D list are examples, the vendor will determine the categories based on its own business model, therefore if a third-party product is part of the cost for the content management system services being proposed, then the vendor will provide list any third-party tools being used to provide these services. Vendor will list all third-party tools being used to provide any of the services being proposed. This is not customer based at this time, but DIR will need to evaluate all third-party tools a vendor will be using to provide services under this contract.
58.			Can the Turnkey Solution and Turnkey Solutions 3rd Party Products include web-based solutions or platforms with specific functionality, such as a Learning Management System (LMS) or a Customer Relationship Management system that may be used by an agency?	A Turnkey solution and or third-party products, being proposed under this RFO will be within the scope of the RFO, Comprehensive Web Development and Managed Services, this will include hardware (if needed), software and services as specified by a customer through a Scope of Work. This RFO does not allow for development or customization of software systems.

#	RFO Section	Page #	Vendor Question	DIR Answer
59.	General	NA	Is HUB subcontracting mandatory? if not interested to use HUB, do we lose points in the evaluation?	No points will be lost by not using HUB subcontractors. HUB Subcontracting plans is not part of the evaluation process, it is a Texas Legislative mandatory requirement form and vendors are required to submit a HUB plan.
60.	RFO	11	Section 2.1 (page 11): Any products needed to deliver final services must be procured through Turnkey Solutions. Turnkey Solutions: Turnkey solutions for Comprehensive Web Development and Managed Services that may include Tools that can be utilized via website, project scoping, software selection, installation, integration, construction, and on-going support. Q1: Does this mean that the vendor may purchase a software product and/or license for the Customer and then transfer the software license to the customer at the end of the turnkey solution? Q2: Can the Vendor purchase the software license for the Customer under the Customer's name as part of their turnkey solution?	A1- No, DIR will not determine the project plan details of a turnkey solution, customers will provide vendors with a Scope of Work with details on how they want the project to be priced and completed. A2. Again, the customer will make these decisions at the time of purchase.
<p>The following questions will not be answered because they are scope specific and does not apply to this RFO response. DIR is setting up Cooperative Contracts from this RFO for its customer base, therefore any scope and/or specification details will be identified at the time a contract is selected to provide services awarded under this RFO to any of DIR customers.</p>				
1	NA	NA	What are DIR expectations regarding the SEO strategy for the websites? Is there any specific set of guidelines or competitors that vendor should keep in mind?	
2	NA	NA	What all 3rd Party integrations are desired by DIR for the websites to be supported? And what all cross-browser combinations shall be considered for the websites?	
3	NA	NA	Does DIR expect a 24/7 technical support? If so, what level of SLA is required by DIR?	
4	NA	NA	Does DIR expect vendor to provide L2 & L3 support? We are assuming the L1 support would be handled by DIR itself. Please confirm?	

#	RFO Section	Page #	Vendor Question	DIR Answer
5	NA	NA	As per the RFO, website design services are desired by DIR. Can DIR list in detail what all activities are required for e.g., wireframing, UX designing of the web pages, user journey mapping, etc., and does DIR have any preference of design tools such as Figma or Adobe XD, etc.?	
6	NA	NA	What technology stack is currently being used for web development and other components?	
7	NA	NA	What is the estimated size of the current source code of the application?	
8	NA	NA	Can you please elaborate on the current resources needed for each of these modules?	
9	NA	NA	Please provide a High-Level Architecture diagram of the systems in place.	
10	NA	NA	Describe the overall content repository architecture. Does the architecture require a central repository? If so, is it a standards-based or proprietary repository?	
11	NA	NA	Which 3rd-party products are incorporated into your solution? How are these maintained as new product versions are issued?	
12	NA	NA	What functionalities did DIR agency did this year as compared to last year? Can DIR provide the comparison of the functionalities on the same.	
13	NA	NA	What are the users and content statistics for these websites? How frequently do these websites' content gets updated?	
14	NA	NA	What are the key metrics measuring the success of the application?	
15	NA	NA	Approximately, how many users will be accessing the application on a daily/weekly/monthly basis?	
16	NA	NA	Can you categorize the different audiences [internal/external] who would be accessing your website along with their purpose or key areas they would be interested in when on your websites?	
17	NA	NA	Please share the details about the current login system being used by the DIR agency, is it custom build or LDAP or Azure AD or SAML-based authentication, etc.?	
18	NA	NA	Does the DIR agency have areas where online payment gateway integration is required for financial transactions? How is this being handled? What information is stored back in your environment related to such financial transactions?	
19	NA	NA	Describe how the DIR agency accommodates various media types, such as text, HTML, PDF, MS-Word, XML, graphics, audio, rich media, etc. in terms of storage & management & types natively supported.	
20	NA	NA	How does the DIR agency support global & localized content variations (while maintaining the relationship to source assets)?	

#	RFO Section	Page #	Vendor Question	DIR Answer
21	NA	NA	How does the current platform handle authoring for different platforms/channels (mobile apps, chatbots, social media, email, etc.)?	
22	NA	NA	What tools are you using for creating & managing interactive web forms? How does the current environment handle adaptable forms?	
23	NA	NA	What skills are required to make changes to site functionality? Does this involve changing application code? What is QA & deployment processes recommended when changes to site functions are made?	
24	NA	NA	Could you help us understand different processes that need to be automated to reduce the manual interventions? We would like to learn more about this area.	
25	NA	NA	Does the current platform could measure the relative success of content, landing pages, personalized pages, forms, surveys, social shares, etc.? Please describe.	
26	NA	NA	What are the style frameworks used by DIR agency? Does the DIR agency use the SCSS for managing website styles?	
27	NA	NA	What browsers & client/desktop operating systems are supported? (e.g., IE, Firefox, Windows, MAC)?	
28	NA	NA	Can the Web Delivery & Content Management tiers share the same application?	
29	NA	NA	What web servers are supported? What Web application development environments are supported?	
30	NA	NA	How does the current platform support web services? Does it support REST protocol?	
31	NA	NA	What performance tools are available currently? Are these tools integrated or add-ons?	
32	NA	NA	Does the current platform have an integrated development environment? If so, please describe. Does it integrate with popular development tools & environments?	
33	NA	NA	Describe the caching capabilities & features on the current platform.	
34	NA	NA	Could you describe the level WCAG (A, AA,) of ADA compliance followed by the DIR agency?	
35	NA	NA	What are the tools the DIR agency uses to test/validate the websites for the web accessibility and disability act?	
36	NA	NA	What is the digital marketing / Martech ecosystem tools and capabilities the current platform has around - email campaigns and tracking, web analytics, and marketing automation systems such as Eloqua, Marketo, HubSpot and other collaboration tools (e.g., SharePoint)? Please describe how the information flowing in/out?	
37	NA	NA	Does the current platform have the ability to import feeds/data from third-party content providers/systems? If so, what data feeds/systems are supported? Is there an easy way for content contributors & site administrators to manage these feeds?	

#	RFO Section	Page #	Vendor Question	DIR Answer
38	NA	NA	Describe how site features & functions are implemented, such as comments, link lists, image galleries etc.	
39	NA	NA	What all App development frameworks do you integrate with? Please describe how content can be pushed to mobile apps from the solution.	
40	NA	NA	How does the current platform accommodate external translation services and/or systems? Please provide details on support & integration for any translation management & translation memory systems.	
41	NA	NA	How does the current platform track digital asset analytics on specific assets, such as the number of times an asset is rated, clicked, downloaded, & viewed (impressions)?	
42	NA	NA	Describe the ability for administrators to build custom reporting on the current platform.	
43	NA	NA	Does the current platform support versioning, indexing, & full text searching of data? Is indexing of metadata included? Does this include rich digital media?	
44	NA	NA	Does the current platform provide search? If so, are advanced search capabilities available such as faceted search or personalized search? Does it integrate with the most prominent 3rd-party search engine?	
45	NA	NA	Please describe the capability of the current platform around the automatic transformation or creation of rendition for image assets (sizes, colors, format, quality, etc.).	
46	NA	NA	What is the workflow model used by the DIR agency? What tools does the DIR agency uses for review & approval of content as it moves through the workflow? Can assets be reviewed & approved in bulk?	
47	NA	NA	What are the various security and compliance tools used by the DIR agency? please provide names.	
48	NA	NA	Do you have data retention policies in place? Please provide details.	
49	NA	NA	Could you provide the details about the deployment practices and guidelines followed by the DIR agency? a. What tools are used for deployment? b. Who is responsible for the deployments? c. Do you have website monitoring tools in place? If yes, please provide the name.	
50	NA	NA	Describe the service including backups, disaster recovery, security, monitoring, and 24x7 support on the current platform.	
51	NA	NA	Describe the failover & recovery process in the event of a failure of the current platform.	
52	NA	NA	When & how is the WCMS security tested? If you test yourself, what security accreditations do your testers hold? How are security patches issued? How many security patches have you published in the last 12 months - please give details of what issues they were for.	
53	NA	NA	What product enhancements are planned for the next 12-18 months?	

#	RFO Section	Page #	Vendor Question	DIR Answer
54	NA	NA	What hosting platforms do the current platform use & how do they address security?	
55	NA	NA	How does the current platform ensure Data Protection? Kindly articulate the policies, procedures, & systems they have implemented to prevent data loss, mitigate the effects of data loss, & ensure the privacy & integrity of sensitive information through encryption, data loss prevention, & data integrity policies in place?	
56	NA	NA	Describe the required approach to Business user training.	
57	NA	NA	Average # of Visitors on the site (per day):	
58	NA	NA	# Of transactions on the site (monthly):	
59	NA	NA	# Of integrations to cloud third party:	
60	NA	NA	# Of integrations to internal system (ERP, CRM, OMS etc.):	
61	NA	NA	# Of marketing campaign per month (email or otherwise):	
62	NA	NA	# Of product updates per month:	
63	NA	NA	# Of promotions created per month:	
64	NA	NA	# Of content updates per month:	
65	NA	NA	Is the application setup in AWS or own data center or other cloud providers?	
66	NA	NA	Is there an infra and app monitoring tool in place?	
67	NA	NA	What version of the platform is used? (i.e., Magento 2 v2.3.3):	
68	NA	NA	What is the service window required? (i.e., 9/5, 24x5 or 24x7):	
69	NA	NA	Original implementation price (the best approximation possible)?	
70	NA	NA	Is TechM XDS expected to own incidents not related to platform? (i.e., manage all incidents on behalf of client with third parties):	
71	NA	NA	How many releases do you estimate or currently have per month?	
72	NA	NA	If the application is hosted by CLIENT or an implementation partner, the following questions needs to be answered: a. Is the full infra structure setup with High Availability? b. Is there DB backup and resilience in place? c. Who is currently hosting your infrastructure?	
73	NA	NA	Do you have a backlog of new changes/requirements and/or a roadmap features list? If so, can you share an export?	
74	NA	NA	Do you maintain a healthy backlog of enhancements for at least 3 months?	
75	NA	NA	Who from client end will be available as an FTE for this stream of work - PM, QA, developers, creative designers, copywriter etc.:	
76	NA	NA	Do you have a need to have a PM or BA or Tech lead locally? Is there a preference on the type of resource?	
77	NA	NA	Please specify if you prefer an all-Onshore team, a mix of Onshore/Offshore resources team, or if an all-Offshore team is preferred?	

#	RFO Section	Page #	Vendor Question	DIR Answer
78	NA	NA	Can you use TechM XDS's Jira for release management and sprint management?	
79	NA	NA	Does the project have an automation test suite?	
80	NA	NA	Does the project have a performance or load testing test suite?	
81	NA	NA	Will the deployments be handled by TechM XDS DevOps team, or should we work with a third-party provider?	
82	NA	NA	What is the current size of your maintenance and enhancement team along with the roles?	
83	NA	NA	Where is your site hosted? (i.e., vendor, AWS, etc.):	
84	NA	NA	Do you have a CDN?	
85	NA	NA	Do you have a WAF?	
86	NA	NA	Do you have New Relic?	
87	NA	NA	Do you have autoscaling?	
88	NA	NA	Can you send an architecture diagram?	
89	NA	NA	How many environments do you have?	
90	NA	NA	Have you performed a penetration test recently?	
91	NA	NA	Have you performed a load test?	
92	NA	NA	How many environments do you have?	
93	NA	NA	Do you have a CI/CD workflow?	
94	NA	NA	What code repository do you use?	
95	NA	NA	What is your site uptime for last 60 days?	
96	NA	NA	Do you have a ticketing system for incidents?	
97	NA	NA	Do you have Splunk/Elk data tool?	
98	NA	NA	How do you measure performance?	
99	NA	NA	How often do you copy prod to staging?	
100	NA	NA	How often do you perform releases?	
101	NA	NA	What is your current Change control process?	
102	NA	NA	Is TechM XDS expected to own incidents not related to platform? (i.e., manage all incidents on behalf of client with third parties):	
103	NA	NA	Are you interested in TechM XDS hosting with AWS?	
104	NA	NA	Do you require 24/7 support monitoring?	

Addendum 1 Attachment Documents:

1. Attachment A – Exhibit E Reference Form per Addendum 2



Department of Information Resources

Comprehensive Web Development and Managed Services

Request for Offer DIR-CPO-TMP-564

**Vendor References
Per Addendum 2**

VENDOR REFERENCES
Comprehensive Web Development and Managed Services
Request for Offer DIR-CPO-TMP-564

REFERENCE DEADLINE TO DIR: No later than January 10, 2023, 2:00 PM

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill out and return directly to DIR at the following email address: rfodir-cpo-tmp-564@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

Vendor Name _____
Insert Type of (e.g. Website Development) Product/Services Category _____
Prime Contractor _____
Subcontractor(s) _____
Dates of Performance: Starting Date _____ Ending Date _____
Total Est. Contract Dollar Amount _____

This portion to be completed by the Customer providing reference and returned to DIR at rfodir-cpo-tmp-564@dir.texas.gov.

Rating: (0) Unsatisfactory; (1) Marginally Satisfactory; (2) Satisfactory; (3) Exceeds Expectations; N/A. Not Applicable
Definitions for each rating category are contained on the following page.

Please provide your opinion by rating the following:

Quality of Comprehensive Web Development Services

- 1. Have you purchased any Comprehensive Web Development and/or Managed Services from this Vendor in the past 5 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 Comprehensive Web Development and/or Managed 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.
Marginal (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.