



Request for Offer (RFO)

**Miscellaneous Information Technology (IT) Hardware
Peripherals, Components, and Related Services
DIR-CPO-TMP-558**

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Responses Due: December 1, 2021 2:00 PM (CT)

Class	Commodity Code
204	10, 13, 16, 19 20, 24, 25, 28, 29, 32, 33, 34, 35, 37, 39, 42, 46, 47, 48, 53, 54, 55, 58, 60, 62, 64, 68, 70, 71, 72, 74, 75, 76, 77, 78, 79, 80, 82, 84, 87, 88, 89, 90, 91, 93, 95, 96
206	14, 17, 20, 21, 23, 25, 27, 28, 31, 32, 34, 36, 40, 44, 45, 46, 47, 51, 54, 55, 56, 57, 59, 61, 64, 66, 68, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 83, 84, 85, 86, 87, 89, 93
207	10, 14, 20, 23, 30, 32, 34, 37, 42, 47, 55, 60, 67, 72, 75, 79, 82, 84, 85, 87, 89
285	96

Class	Commodity Code
655	29, 40, 96
920	31

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1. Introduction

1.1. Solicitation Contents

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

1. Miscellaneous Information Technology (IT) Hardware Peripherals, Components, and Related Services RFO (this document)

a. Attachments

- i. Attachment 1: Sample Contract
- ii. Attachment 2: Standard Contract Terms and Conditions
- iii. Attachment 3: Historically Underutilized Business (HUB) Subcontracting Plan (HSP) Sample Form Copy
- iv. Attachment 4: Service Agreement Template
- v. Attachment 5: Master Lease Agreement
- vi. Attachment 6: Master Operating Lease Agreement

b. Exhibits

- 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 Reference Form
- v. Exhibit E Respondent Release of Liability for Reference
- vi. Exhibit F Itemized Pricing Sheet
- vii. Exhibit G EDGAR Certification Form
- viii. Exhibit H Voluntary Product Accessibility Template (VPAT) (for all commercial off-the-shelf (COTS) products)
- ix. Exhibit I Vendor ICT Accessibility Policy Assessment (PDAA)

2. Contract Documents

These documents will be used in conjunction with the applicable Response documents from each Successful Respondent in order to form the resulting Contract.

Contract (Attachment 1)

Appendix A: Standard Terms and Conditions (Attachment 2)

Appendix B: Completed and approved HSP (Attachment 3)

Appendix C: Pricing Form

Appendix D: Services Agreement Template (Attachment 4)

Appendix E: Master Lease Agreement (Attachment 5)

Appendix F: Master Operating Lease Agreement (Attachment 6)

1.2. Purpose

- (a) The purpose of this Request for Offer (RFO) is to solicit responses from potential Respondents to provide miscellaneous information technology (IT) hardware peripherals, components, and related services to the State of Texas, acting by and through the Department of Information Resources (DIR).
- (b) 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 as determined by DIR to achieve the highest overall best value to the state. [Section 4 Evaluation, Negotiations, and Award](#) of this RFO contains more information regarding evaluation and Respondent selection process. All Contract(s) awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.
- (c) As a result of this RFO, DIR expects to create a Contract vehicle that satisfies statewide procurement requirements for miscellaneous information technology (IT) hardware peripherals, components, and related services and improves the efficiency of the procurement process by shortening the time required to procure accessibility, assistive technologies, and related products and services.
- (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.
- (e) As part of DIR's initiatives to identify strategic sourcing opportunities, DIR reserves the right to make a single award or multiple awards as determined by DIR to

achieve the highest overall best value to the state.

1.3. Background

1.3.1 Information Technology Acquisition

- (a) Through its Cooperative Contracts Program, DIR assists state agencies and local governments (Customers) with cost-effective acquisition of their information resources by negotiating, managing, and administering contracts with information technology providers. Customers include any Texas state agency, unit of local government, or institution of higher education as defined in Texas Government Code, Section 2054.003; the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, 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 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 [Cooperative Contracts | Texas Department of Information Resources](#)

1.3.2 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 defined 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.

1.3.3 Cost Avoidance Performance Measures

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

1.3.4 Cost Recovery

DIR recovers the costs of negotiating, executing, and administering the Co-op Contracts through an administrative fee. DIR is authorized to charge a reasonable administrative fee to all customers per Section 2157.068(d) of the Texas Government Code. The administrative fee must be included in the 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 of seventy-five hundredths of a percent (0.75%) shall be used in calculating the pricing specified in **(Exhibit F)** Itemized Pricing Sheet. 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.

1.3.5 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

	2018	2019	2020
Assistance Org	\$2,829,930	\$3,164,738	\$7,470,000
Higher Ed	\$332,385,633	\$347,328,352	\$374,820,000
K-12	\$589,443,871	\$645,821,890	\$851,820,000
Local Government	\$448,121,262	\$556,640,312	\$687,950,000
Out of State	\$19,245,239	\$36,914,182	\$59,450,000
State Agency	\$415,815,401	\$455,482,872	\$606,910,000
Total:	\$1,807,841,336	\$2,045,352,346	\$2,588,420,000

1.3.6 Current Contracts

DIR currently has multiple contracts to provide Miscellaneous Information Technology (IT) Hardware peripherals, Components, and Related Services. [Table 2: Miscellaneous Information Technology \(IT\) Hardware Peripherals, Components, and Related Services Sales Volume by DIR Fiscal Year](#) shows the total sales volume of services sold through the previous RFO for fiscal years 2018, 2019, and 2020.

Table 2: Miscellaneous Information Technology (IT) Hardware Peripherals, Components, and Related Services Sales Volume by DIR Fiscal Year

FY 2018 Sales	FY 2019 Sales	FY 2020 Sales	Total Sales
\$3,735,936.57	\$11,632,112.49	\$13,874,710.42	\$29,242,759.48

1.3.7 E-Rate

Specific Products and Services RFO DIR-CPO-TMP-558 may result in the award of contracts for E-Rate qualified products and services. The E-Rate program provides discounts to public K-12 schools, and libraries purchasing telecommunications services, Internet access, Internet connections, and basic maintenance of internal connections. Eligible entities include K-12 public schools, school districts, charter schools, and libraries. DIR simplifies the procurement process for products and services that qualify for E-Rate funding by filing the Form 470 with Universal Service Administrative Co. (USAC) on select RFOs where the possibility of E-Rate contracts is anticipated. Contracts

awarded under selected RFOs are considered E-Rate eligible. Eligible contracts on the DIR website are designated by the following green E-Rate symbol on the contract detail page. In addition, those product and service categories have been identified in this RFO that may qualify as E-Rate are denoted with the “E-Rate Qualified” symbol.

 E-Rate Qualified

1.4. BidStamp Vendor Information System (VIS) Portal

DIR’s BidStamp Vendor Information System (BidStamp VIS) provides prospective bidders (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.

1.4.1 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 [Vendor Information Systems \(force.com\)](https://www.force.com), 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 [Schedule of Solicitation Opportunities | Texas Department of Information Resources](#) page.

1.4.2 Solicitation Response Requirement

Any Respondent to this RFO must submit their response through the BidStamp VIS. Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in Section [3.1 Point of Contact](#). Please allow at least five (5) Business Days for response.

1.4.3 BidStamp/VIS Price Form (mandatory requirement when offering brand

products)– Instructions:

- (a) Click on “Edit Pricing Form” Button on the RFO Response main page.
- (b) Enter brand name in the “Brand” column. If your offer has more than one (1) discount associated with the brand, you can use the “Category” and “Subcategory” columns, if necessary, to delineate the product discounts.
- (c) Enter the discount being offered to the DIR customer in the “Discount off MSRP” field. Note: Discount off List Price is also acceptable.
- (d) Due to BidStamp/VIS system limitations, please also enter “NA” in the “Product Number” column and select either the “Manufacturer” or “Reseller” checkbox. If there are no entries in these fields when you attempt to save the row, BisStamp/VIS will produce a validation error message.
- (e) Click “Save” in the “Action” Column.

2. Scope

2.1. Products and Related Services

2.1.1 Overview



- (a) The purpose of this RFO is to solicit responses from vendors to provide Miscellaneous Information Technology (IT) Hardware Peripherals, Components, and Related Services to the State of Texas, acting by and through DIR. As a result of this RFO, DIR expects to create a contractual vehicle that satisfies statewide procurement requirements and improves the efficiency of the procurement process by shortening the time required to procure these products and services.
- (b) DIR is not soliciting Miscellaneous Information Technology (IT) Hardware Peripherals, Components, and Related Services for the agency. DIR establishes statewide master contracts for use by DIR eligible customers and competitively bids for information technology products and services.
- (c) The purpose of these products and related services (e.g. installation, support etc.) is to augment or enhance the capabilities of the host product or equipment and/or to provide other IT products/services that may not fall into a specific DIR contract type.
- (d) Vendors may submit a response for any hardware peripherals, components, and related services offered by the Vendor and categorized as in-scope in Section 2.1.2.
- (e) Vendors, at DIR’s discretion, that propose excessive amounts of products/services that are not within the scope of this RFO may be determined to be non-responsive

to the RFO and disqualified from further consideration in the solicitation process.

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

2.1.2 Product and Service Categories In-Scope

- (a) The following IT hardware product categories, including the related accessories, software, and/or supplies applicable to each product category listed below, illustrate the type of IT hardware products that will be considered within scope of this RFO:

- i. Computer Monitors
- ii. Power Protection
- iii. Computer Accessories
- iv. Uninterruptible Power Supplies (UPS)  E-Rate Qualified
- v. Projectors
- vi. Digital/Document Cameras/Camcorders
- vii. Batteries  E-Rate Qualified
- viii. Tablets
- ix. Computer Appliances
- x. Thin Clients
- xi. Other Hardware Components/Peripherals

- (b) For the purposes of this RFO, Other Hardware Components/Peripherals shall, at a minimum, mean the following:


- i. **Hardware Components** – an information technology device that is typically an internal attachment, which has an essential function and purpose to assist in the design of a computer or other type of IT hardware equipment. Examples of such devices would be memory, hard drives, or video cards.
- ii. **Hardware Peripherals** – an information technology device that is typically an external attachment, which is not part of the essential make-up or design of a computer or other type of IT equipment but assists the main IT device in its function. Examples of such devices would be a keyboard, mouse, or speakers.

- (c) Additionally, product categories for other Hardware Components/Peripherals shall include, but not limited to, the following types of items:

- i. PC Components – processors, motherboards, memory, internal hard drives, cooling fans, chassis and NIC cards, monitors, portable monitors
- ii. Input Devices – keyboards, mice, barcode scanners and touchpads
- iii. Bluetooth – readers and devices
- iv. Multimedia – CD/DVD drives and recordable devices, microphones, headsets, sound cards, graphic cards, and speakers
- v. Data Storage – tape drives, RAID storage systems, USB flash drives, external hard drives and media
- vi. Memory – PCs, servers, printers, and network devices
- vii. Modems – I/O controllers, communication boards, internal/external
- viii. Power – laptop batteries, UPS (🟢 E-Rate Qualified), backup and power cords, Lithium batteries
- ix. Rugged/Protection Type Cases – laptop/notebook cases, tablet cases, camera cases
- x. Adapters/converters
- xi. Touch Surface compatible Projection Screens
- xii. Portable/Mini Printer/Multi-function devices
- xiii. Digital Hand-held Cameras and Related accessories (bundles) – digital, GoPro/sports type cameras and accessories, digital video cameras
- xiv. Docking/Charging stations
- xv. Biometrics Technology – fingerprint readers, facial recognition, iris readers
- xvi. Assistive/Adaptive Technology Products and its Related Software – Bluetooth readers for the vision impaired; Wireless/Wired Braille Display/Readers; IT-Based Communication Aids; augmented communication products; Communications Systems, For the Speech Impaired, Display Scanning Type; Speech Synthesizers
- xvii. Drone accessories and replacement parts (not Drones)
- xviii. RFID products and related software
- xix. Computer/Tablet/Laptop Accessories such as, but not limited to: bags, cases, privacy screens, mouse pads, keyboard wrist rests, non-integrated monitor stands and other office product-type items may only be sold as a part of a package/bundle that includes an IT product that meets the following criteria:
 - The IT product must be within the scope of this RFO
 - The IT product must be included under a designated Automated Information System (AIS) code.
 - The IT product must be an item that would be used with the office-

product type accessory

These office product-type accessory items MAY NOT be sold under this RFO as stand-alone items unless Customer requests upgrade or replacement to previously purchased products meeting the criteria noted above.

- (d) The following Miscellaneous IT Service categories, including the related accessories, software, and/or supplies applicable to each service category listed below, illustrate the type of Miscellaneous IT Service that will be considered within scope of this RFO:
- i. IT Equipment Maintenance and Management Services  E-Rate Qualified
 - ii. Digital Data Destruction Services
 - iii. Automated Redaction De-Identification Services
 - iv. Shredding Services for Computer Components and Peripherals
 - v. Biometric Authentication System Software Services, Including Maintenance and Repair
 - vi. Support Services, Computer, Includes Computer Warranties
 - vii. Equipment Leasing Services

2.1.3 Product and Service Categories Out-of-Scope

- (a) The following product categories and non-IT products, including but not limited to the list below, are considered out-of-scope for this RFO:
- i. Furniture and office supplies to include, but not limited to:
 - ii. Desks
 - iii. Chairs
 - iv. Computer/Laptop Bags (unless sold with a computer/laptop)
 - v. Printer Toner/Ink
 - vi. Paper/photo paper (unless integrated with RFID or other technology)
 - vii. Writing instruments
- (b) IT products and/or services that are out of scope as they are covered under alternative DIR Solicitations/Contract Types:
- i. Desktops/Workstations
 - ii. Software
 - iii. Servers/Storage Area Networks
 - iv. Routers/Switches
 - v. Printers/Copiers/Multifunction Devices
 - vi. Video Conferencing Systems
 - vii. Video Surveillance Systems

- viii. Technology Based Interpretation Services
 - ix. Cabling Services
 - x. Break-fix Services
 - xi. Application Development Services
 - xii. Managed Print Services
 - xiii. Digital Imaging Services
 - xiv. IT Emergency Preparedness/Disaster Recovery Products and Services
 - xv. Data Storage Products and Services
 - xvi. Software as a Service (SaaS)
 - xvii. Geographic Information Systems (GIS) Hardware, Software, and Services
 - xviii. Information Technology (IT) Based Land Surveying Hardware, Software and Related Services
- (c) DIR reserves the right to include or exclude in a resulting Contract any product or service offered in a Vendor's response.
- (d) Products currently on DIR contract may be considered within scope of this solicitation only if those products are a component of a more comprehensive solution. This RFO is not a solicitation for software products or replacement hardware currently on DIR contract.

2.2. Exclusions

- (a) The following publishers and manufacturers which would be within scope of this RFO are excluded due to direct contracts with those manufacturers:
- i. Apple
 - ii. Cisco
 - iii. Dell
 - iv. Hewlett Packard
 - v. IBM
 - vi. Lenovo
 - vii. Novell
 - viii. Oracle
 - ix. Panasonic
- (b) In the event that DIR identifies other publishers or manufacturers to be excluded, the publisher or manufacturer names will be included in a future addendum. Vendors should submit a written request should they have questions about a specific publisher or manufacturer on a current DIR contract. **This does not preclude the Vendor from proposing the utilization of these manufacturers as part of a total solution. However, if utilized as part of a total solution,**

the same product brand may not be offered outside of that package unless Customer requests upgrade or replacement to previously purchased solution.

2.3. Pricing

- (a) Any Respondent responding to this RFO must submit specific pricing for the products and services requested herein. For the purposes of obtaining pricing and evaluating the responses to this RFO, the products and related services, if any, shall be priced and discounted as instructed in this solicitation number DIR-CPO-TMP-558. All Miscellaneous Information Technology (IT) Hardware Peripherals, Components, and Related Services may be made available through a Contract.
- (b) 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: The products shall be categorized by brand, product category, product family or whatever group of Respondent's choice. Please note: **only products** shall be included on this Automated Pricing Form in BidSmtap VIS, no services shall be included. Respondents must offer only one discount for each brand, product family or whatever group of Respondent's choice proposed. The discount shall be applied to all products within that brand, product family or whatever group of Vendor's choice.

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

BidStamp fields include:

- **Product Category** Enter product family or product category of the proposed brand. Example: Monitors
- **Product Sub-Category** If Product Category has different sub-categories, please provide Example: Monitors (product category) LED (subcategory)
- **Brand Name:** Example: Sony
 - NOTE: **Brand name must be submitted as spelled in the general marketplace.** (Example: HoverCam is correct. Hover

Cam is incorrect)

- **Product Description:** Enter full description of product
- **Product Part Number:** if providing detailed line item Enter the Manufacturer Part Number or SKU number, if not, enter N/A
- **Manufacturer:** check if vendor is the manufacturer
- **MSRP:** Manufacturer's Suggested Retail Price (MSRP) or List Price
- **Discount off MSRP or list price:** provide discount for detailed line item. Provide average discount for each brand.
 - For the purposes of this RFO, the following definitions will apply:
 - **List Price:** the price at which a product is usually sold to the public and from which a trade discount is computed by a prime Vendor that is an authorized reseller for a manufacturer.
 - **MSRP:** the price of a product which the manufacturer recommends that the reseller sell the product. The intention of the MSRP is to help standardize prices among authorized resellers.

2) Respondent must also upload Itemized Price Sheet (Exhibit F) in BidStamp VIS ("RFO Response Documents" area)

Itemized Price Sheet (Exhibit F): The detailed products and/or services offerings shall be provided on Exhibit F and shall be uploaded in the BidStamp VIS. *Do not make any changes to the format of the spreadsheet.* Respondents may add additional tabs for each proposed brand. **Discounts entered in Exhibit F must match the discounts entered in the Automated Pricing Form. DIR may disqualify brand(s) proposed if a discrepancy is found.**

3) Complete Catalog:

Respondents are highly encouraged to submit the entire catalog of manufacture technology offerings within scope of this RFO. Respondents should provide all detailed products and pricing in Exhibit F, Itemized Price Sheet.

Fields on Itemized Price Sheet include:

- **Brand:** Example: Genetec
- **Category** Example: AutoVu, Security Center, Ominicast, Training
- **Product Description:** Enter the individual product name and description. If line item is a service enter N/A

- **Service Description:** Enter the individual service name and description. If line item is a product, enter N/A
- **Product/Service Part Number:** Enter the Manufacturer Part Number or SKU number
- **Manufacturer or Reseller:** Check if Responding Vendor is the manufacturer or an authorized reseller of the proposed products or services
- **MSRP:** Manufacturer's Suggested Retail Price (MSRP) or List Price
- **Discount % off MSRP/List Price:** Provide discount for proposed brand or category
NOTE: Discounts must match Automated Pricing Form
- **DIR Customer Price:** No need to enter, it will be automatically populated

2.3.1 Volume Pricing

- 1) Volume Pricing: DIR encourages Respondents to offer VOLUME pricing for specific Products and/or Services on the spreadsheet tabs of Exhibit F, Pricing Index.
- 2) In addition to VOLUME pricing for specific Products and/or Services, DIR encourages Respondents to propose increased discount based on total statewide aggregate contract sales for Products and Services. See Instruction tab in Exhibit F, Pricing Index for volume pricing instructions.

2.4. Leasing

In addition to purchases, DIR and any Successful Respondent awarded a Contract, as a result of this RFO, may agree to provisions that allow leasing of services offered under the resulting Contract. The Master Operating Lease Agreement (MOLA) and Master Lease Agreement (MLA) have been included as Bid Packages to this RFO.

2.5. Related Services

Related services are any value-added service that Successful Respondent may perform as related to the products proposed in Section 2.1. Related services include but are not limited to product installation, maintenance and support, managed services and product training. Any Vendor offering product-related services must submit a description of those services and the related pricing in the Automated Pricing Form in the BidStamp VIS.

2.6. Texas Government Code Chapter 2254

This RFO is **not** a solicitation for professional or consulting services as defined in Texas

Government Code Chapter 2254.

<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2254.htm>.

2.7. Emerging Technologies

DIR recognizes that technology is ever evolving and advancing. DIR reserves the right to consider the addition of services to support emerging technology such as next generation, enhancements and upgrades for products or services that are within the scope of DIR-CPO-TMP-558 and comply with the terms and conditions of the resulting Contract regarding the addition of products and services. Successful Respondent may propose such service categories throughout the term of the Contract. In order to meet the needs of Customers, DIR may request the addition of services within scope of this RFO. Pricing and terms will be negotiated upon DIR agreement. Any determination will be at DIR's sole discretion and any decision will be final.

2.8. Threshold and SOW Requirements

- (a) State Agency Customers (not including institutions of higher education), must adhere to the requirements of Texas Government Code 2157.068 relating to DIR Cooperative Contracts and purchasing thresholds.
- (b) In accordance with Texas Government Code 2157.0685, State Agencies are required to submit a draft and final Statement of Work to DIR for review and approval prior to award.
- (c) Threshold and SOW review and signature processes do not apply to Institutions of higher education, K-12, local governments, assistance organizations, or out-of-state Customers.

2.9. Electronic and Information Resources (EIR) Accessibility

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

2.9.1 EIR Form Applicability

All vendors must provide credible accessibility documentation, as applicable:

- a) **For Commercial Off the Shelf (COTS)** products, including Software as a Service (SAAS), a completed **Voluntary Product Accessibility Template (VPAT)** for

each product or service included in the submitted pricelist.

- b) In addition to the VPAT requirements, vendors must complete the **Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment** for all solicitations.

2.9.2 VPAT Submission and Review – COTS Offerings

All vendors must complete 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 websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such completed ACRs already exist, and there have been no changes to the product or service since the time of the original document completion.

Vendors 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. Vendors not providing ACRs must attest that the documentation does not apply to their product offerings in **Exhibit A** Respondent Information.

Vendors 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.

DIR will review select documents for credibility and completeness.

Vendors that submit incomplete ACRs or are unable to provide or obtain ACRs for products it manufactures or for products from manufacturers it represents offered in its Response, and ACRs are determined to be applicable, may be required to submit a letter to be posted on DIR’s vendor contract web page, stating that the some or all accessibility documentation status of products may be missing, or not the result of accessibility testing, or may be disqualified from this solicitation. Vendor submissions with missing accessibility documentation or blatantly misrepresented documentation will result in disqualification.

2.9.3 PDAA Submission and Self-Assessment Score – All Offerings

Vendors 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.

DIR requires vendors to complete the PDAA Self-Assessment Questionnaire, which generates a self-assessment score. The PDAA is an indicator of the extent to which a vendor's organization has implemented accessibility best practices within operations and integrated accessibility criteria into all phases of a product life cycle.

2.10. Form of Contract

2.10.1 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 for Services attached as **Attachment 1** Sample Contract and the Standard Terms and Conditions for Services Contracts attached as **Attachment 2**.

2.10.2 Proposed Changes and Exceptions

- (a) **Caution: Respondent's Response may be disqualified if their exceptions are excessive, or if they list exceptions to non-negotiable terms.**
- (b) Item 12 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 Services* and *Standard Terms and Conditions for Services Contracts*. Respondent should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 12 of **Exhibit A Respondent Information**.
- (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.

2.11. Term of Contract

- (a) DIR anticipates an initial contract term of two (2) years with one (1) optional two-year automatic renewal and one (1) optional one-year automatic renewal under the same terms and conditions, unless either party provides notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to either discuss modifications of terms or non-renewal.
- (b) 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, DIR may, in its sole discretion, elect to terminate negotiations with Respondent, or continue with the current Respondent with a shorter contract term.
- (c) Section [2.10.2 Proposed Changes and Exceptions](#) of this RFO contains the format for Respondents to note any exception to any provision, term, or condition specified in the RFO.

2.12. 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. 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 Information

3.1. Point of Contact

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

Monica Presson CTCM, CTPM
 Department of Information Resources
 300 W. 15th Street, Suite 1300
 Austin, Texas 78701
 Email: monica.presson@dir.texas.gov

3.2. Contact with DIR Staff

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section [3.1 Point of Contact](#) will not discuss the contents of this RFO with any Respondent or their representatives. **Failure of a Respondent and any of its representatives to observe this restriction may result in disqualification of any related Response.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement. Contact with the DIR Historically Underutilized Business (HUB) office is allowed solely for the purpose of addressing HUB Subcontracting Plan (HSP) questions.

3.3. Schedule of Events

3.3.1 RFO Schedule

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

Table 3: Tentative Schedule of Events

Date/Time	Activity
October 20, 2021	Publish RFO on Electronic State Business Daily (ESBD)
November 3, 2021 10:00am (CT)	Optional Pre-Proposal Vendor Conference
November 8, 2021 5:00pm (CT)	Deadline for submitting questions
December 1, 2021 2:00 PM (CT)	Deadline for submitting responses to RFO Deadline for DIR to receive Vendor references
December 2, 2021 – until completed	Evaluation of responses, negotiation and contract execution

3.3.2 Optional Pre-proposal Webinar

The Optional Pre-Proposal Webinar will be held remotely. There is no option for in-person attendance.

3.3.2.1 Webinar Information

- (a) A webinar will be held on the date and time specified in RFO Section [3.3.1](#) above.
- (b) To reserve a webinar seat, register at:
https://www.zoomgov.com/webinar/register/WN_rBldBOJVQb-Lkg_cTC6gZA
- (c) After registering, you will receive a confirmation email containing information about joining the Webinar.
- (d) DIR will provide webinar attendees with an opportunity to submit written questions during the webinar. Although DIR may provide tentative verbal responses to questions during the webinar, responses are not official until they are posted as an addendum to this RFO on the ESBD, <http://www.txsmartbuy.com/esbd>. DIR reserves the right to amend answers prior to the offer submission deadline.
- (e) Any addenda or amendments to this RFO will be posted on the ESBD. It is the responsibility of interested parties to periodically check the ESBD for addenda and amendments to this RFO prior to submitting a Response. Respondent's failure to periodically check the ESBD will in no way release the Respondent from any additional requirements contained in such addenda or amendments, including any resulting additional costs.

3.3.3 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 Section 3.3.1, RFO Schedule. NOTE:** Texas observes Daylight Savings Time.
- (b) Official answers will be posted as an Addendum to this RFO, DIR-CPO-TMP-558 on the ESBD, <http://www.txsmartbuy.com/esbd>. DIR reserves the right to amend answers that were previously posted as part of an addendum prior to the offer submission deadline.

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:

1. 11.2% for heavy construction other than building contracts;
 2. 21.1% for all building construction, including general contractors and operative builders' contracts;
 3. 32.9% for all special trade construction contracts;
 4. 23.7% for professional services contracts;
 5. 26.0% for all other services contracts;
 6. 21.1% for commodities contracts.
- (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. Respondents who meet the qualifications are strongly encouraged to apply for certification as HUBs.

3.4.1 HUB Subcontracting Plan

DIR has determined that subcontracting is probable under any contract awarded as a result of this RFO. **The HUB Goal for this RFO is 21.1%. ALL RESPONDENTS RESPONDING TO THIS RFO, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBs. THE HSP MUST BE INCLUDED AS PART OF THE RESPONSE TO THIS RFO. FAILURE TO COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.** The State's Policy on Utilization of Historically Underutilized Businesses and HSP forms are available at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond. **NOTE:** Respondent must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to Respondent for more than five (5) years. If Respondent does not plan to subcontract, Respondent must state that fact in their plan. A scan of the original, signed paper copy of the HSP must be uploaded into BidStamp. The completed plan shall become a part of the Contract.

3.4.2 HUB Continuing Performance

Any Contract includes reporting responsibilities related to HUB subcontracting. Successful Respondent shall not change any subcontractor without submitting a revised

HUB Subcontracting Plan (HSP). Any change to a subcontractor and revised HSP must be approved in writing by DIR prior to implementation. **Customers are not required to pay for services received from subcontractors that are not part of an approved HSP.**

3.4.3 HUB Resources Available

A list of certified HUBs is available on the Texas Comptroller of Public Accounts (CPA) Website at: <https://mycpa.cpa.state.tx.us/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.

3.5. Respondent Qualifications

3.5.1 Authorized Respondents

- (a) Any Respondent who is not the manufacturer/publisher of a product included in its Response must supply a signed letter from the manufacturer/publisher certifying that Respondent is an authorized reseller of manufacturer's/publisher's products to the agencies and political subdivisions of the State, including institutions of higher education, and may sell such products under the terms and conditions of the DIR Contract, in support of Respondent's proposal. Signed letters of authorization must be submitted with Respondent's proposal. Failure to supply all letters of authorization will result in elimination of the related product or the entire proposal from the solicitation process.
- (b) Respondents to this RFO must propose to make sales to Customers in one (1) of the following ways:
 - i. Respondent will sell directly to Customers through a Co-op Contract.
 - ii. Respondent will execute a Co-op Contract with DIR and designate one (1) or more qualified dealers or resellers to sell directly to Customers on its behalf. Respondent may also sell directly to Customers.

3.5.2 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 must agree that if at any time during the term of the Contract the Respondent is listed on the Terrorism List, the Respondent shall promptly notify DIR. As part of DIR's contract management, periodic checks will be performed to ensure Respondent remains in compliance with these Federal Requirements. DIR shall have the absolute right to terminate the Contract without recourse in the event Respondent becomes listed on the Terrorism List.

- (b) Should any Respondent 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 Respondent's Contract will be terminated without recourse.
- (c) Respondent shall comply with any Federal Executive Order issued banning an entity or foreign country.
- (d) Respondent 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.
- (e) 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 Respondent provides evidence of its EDGAR compliance that DIR to the best of information and belief, finds to be satisfactory, then DIR may identify Respondent as certifying that all or a portion of Respondent's listings are EDGAR eligible, and DIR may then permit Respondent to so identify all or part of its offerings on Respondent's DIR website. In such cases, upon request from eligible Customer, Respondent must complete EDGAR certification affirmation forms to satisfy Customer requirement.

3.5.3 Respondent Performance and Debarment

In accordance with 34 TAC, Chapter 20, Subchapter C, 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>

3.5.4 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 15 Respondent and Subcontractor Conflict of Interest Disclosure**, all of the following:

- i. 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;
- ii. 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
- iii. 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.

3.5.5 Cybersecurity Training

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Respondent, or a subcontractor, officer, or employee of Respondent, will have access to a state computer system or database, then 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. Respondent shall verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

3.6. Response Deadline and Submission Requirements

Respondents are invited to submit Responses in accordance with the requirements outlined in this document. Responses must be received by DIR on or before the solicitation response due date listed in [Table 3: Tentative Schedule of Events](#). **No late**

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

3.6.1 Official Timepiece

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. If an accommodation is granted by DIR, the official timepiece for such Responses will be the date and timestamp showing when the Response was received at the email address or facsimile number designated by DIR for such Responses.

3.7. Response Format and Contents

Per Section [1.4.1](#) VIS Account Request Process, any Respondent responding to this RFO must submit their response through the BidStamp VIS unless granted an accommodation by DIR by the appropriate deadline.

3.7.1 Mandatory Response Contents

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

a) **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. Respondent's Response should offer information to support its capability to provide the products and services required in this RFO. Exhibit A and **Attachment 1 must be completed and submitted with the Response if applicable per Item (xx), Canceled Contracts.**

b) **Exhibit B Respondent History and Experience**

Respondent's Response should offer information to support its capability to provide the products and services required in this RFO.

c) **Exhibit C Contract Marketing and Customer Support Plan**

Respondent shall provide a plan that describes the Respondent's ability and strategy for promoting and supporting the Contract, if awarded. Successful Respondent shall be responsible for following the plan to ensure Customer sales under the Contract.

d) **Exhibit E Respondent Release of Liability for Reference**

This form must be completed and signed by Respondent for each identified reference and submitted with the Respondent's response.

e) **Exhibit F Itemized Price Sheet**

Respondent shall provide a detailed description and the specific pricing for any products or services that Respondent is proposing to offer in response to this RFO. Products and services should be listed in the Excel spreadsheet that is attached as **Exhibit F**". Respondent shall provide specific pricing for the products and services applicable to their response.

f) **Exhibit G EDGAR Certifications for DIR Vendors Form**

Respondents must provide the **Exhibit G EDGAR Certification for DIR Vendors Form** as requested in [Section 3.5.2](#), Federal Requirements, of this RFO.

g) **Sample HUB Subcontracting Plan– See Attachment 3 of this RFO**

All Successful Respondents, **INCLUDING THOSE WITH HUB DESIGNATION AND THOSE THAT DO NOT PLAN TO USE SUBCONTRACTORS**, must submit a HUB Subcontracting Plan (HSP). **The HUB Subcontracting Plan Form is provided at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>**. Refer to Section [3.4 Historically Underutilized Businesses](#) for more information regarding HUB subcontracting. **NOTE: For the purposes of the HUB Subcontracting Plan, Order Fulfillers designated by a manufacturer or publisher to sell directly to Customers on its behalf are considered subcontractors. The signed copy of the HSP must be uploaded and submitted in the BidStamp VIS.**

h) **Manufacturer Reseller Authorization Letters**

Respondent responding to this RFO as a Reseller of the products must submit the manufacturer's reseller authorization letter. Refer to Section 3.5.1 for detailed information.

i) **Software License Agreements and/or Service Agreements (if any)**

Respondent shall provide any Software License Agreements and/or Service Agreements that are applicable to the services Respondent is proposing. These Agreements must, at a minimum, allow and provide for inclusion of the terms and conditions of the Attachment 1 Contract and Attachment 2 Standard Terms and Conditions.

3.7.2 References

Respondent must send the **Exhibit D** Reference Form to a minimum of three (3) companies or government agencies able to assess the Respondent's performance on contracts of similar scope. Instructions are included on the questionnaire. Respondent may submit the **Exhibit D** Reference Form to companies or government agencies

through the BidStamp VIS. DIR is not responsible for undeliverable e-mails or for non-responsive references. References must respond to DIR on the form provided by the due date in order to be considered for evaluation. **Exhibit D** Reference Form must be submitted directly from the reference to DIR. The Respondent may not submit the reference form to DIR. DIR may contact references for clarification at DIR's discretion.

3.7.3 Accessibility of Electronic Response Documents

Respondent's Response should be submitted in a format that is accessible to people with disabilities. This can include, but is not limited to accessible Office, Adobe PDF, or other productivity document suites.

3.8. Rejection of Responses

DIR has sole discretionary authority and reserves the right to reject any and all Responses received as a result of this RFO. Responses that do not comply with the mandatory submission requirements 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 technical deficiencies when in the best interest of the State.

3.9. 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 to do so is in the best interest of the State. DIR reserves the right to re-solicit for the same or similar products and services whenever it determines re-solicitation to be in the best interest of the State.
- (b) 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.

3.10. Ownership of Responses

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

3.11. 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 proposal "copyrighted" or mark every page as proprietary or confidential. In addition, 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) The Office of the Attorney General (OAG) has the sole authority to determine whether information is confidential and not subject to disclosure under the Public Information Act. DIR shall comply with all decisions of the OAG.
- (d) 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.

4. Evaluation, Negotiations, and Award

4.1. Evaluation of Responses

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

4.2. Evaluation Criteria

4.2.1 Pass/Fail Criteria

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

1. Financial Review - DUNS Number and report is a Pass/Fail review conducted by

the Finance Group (**Exhibit A Respondent Information**)

2. Compliance with applicable provisions of §2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:
 - a. A score of less than C in the Vendor Performance System;
 - b. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports,
 - c. Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (including but not limited to late delivery, etc.).
3. Completion of HUB Subcontracting Plan (**See Attachment 3 Sample HUB Subcontracting Plan**).

4.2.2 Weighted Evaluation Criteria

(a) The criteria to be used in determining the best value for the State are as follows, in order of importance/weight:

1. Product and Services Pricing (Exhibit F) – 40%

2. Contract Marketing and Customer Support Plan – 30%

- a. Respondent's plan for supporting the Contract, if awarded. DIR will score Respondent's specific responses to the following:

Exhibit C Contract Marketing and Customer Support Plan

3. Respondent Experience – 30%

- a. Respondent's experience in providing the products and services requested as detailed in **Exhibit B Respondent History and Experience**, inclusive of references received on **Exhibit D Reference Form**, and performance under existing and prior contracts for similar products or services that may include consideration of Vendor performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.115(b).

4.3. Presentations, Revised Offer

(a) DIR in its discretion shall make the determination whether to request presentations and/or engage in a revised offer process. Both presentations and 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, presentations, and revised offers (if applicable), as described within Sections [4.1 Evaluation of Responses](#) through [4.3 Presentations, Revised Offer](#) above, DIR staff shall determine the number of Respondents with which it will start contract negotiations. In its discretion, DIR shall terminate contract negotiations when DIR determines that the best value for the State has been obtained.

4.5. Award of Contract

- (a) DIR Executive Management shall approve the decision to award any Contracts, if in the best interest of DIR and the State to do so. The decision of Executive Management on any award is final. Any award for this RFO shall be posted under DIR-CPO-TMP-558, on the Electronic State Business Daily, <http://www.txsmartbuy.com/esbd>, upon execution of a Contract all Successful Respondents. 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.
- (b) Any Contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.

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 Respondent protest procedures posted on the DIR Web site at: <https://dir.texas.gov/it-solutions-and-services/selling-through-dir/vendor-protest-procedures>

END OF RFO