



Texas Department of Information Resources

Department of Information Resources

Request for Offer

DIR-CPO-TMP-588

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

Commodity Item	Commodity Item Description	Commodity Class	Commodity Class Description
13	Cable: Printer, Disk, Network, etc.	204	Computer Hardware and Peripherals for Microcomputers
16	Chips: Accelerator, Graphics, Math Co-Processor, Memory (RAM and ROM), Network, SIMMS, etc.	204	Computer Hardware and Peripherals for Microcomputers
54	Microcomputers, Laptop, Notebook and Tablets	204	Computer Hardware and Peripherals for Microcomputers

68	Peripherals, Miscellaneous: Joy Sticks, Graphic Digitizers, Light Pens, Mice, Pen Pads, Trackballs, Secure I.D. Access Cards, Headsets and Microphones, etc.	204	Computer Hardware and Peripherals for Microcomputers
32	Computer Instructional Aids and Training Devices	207	Computer Accessories and Supplies
75	Projection Devices and Accessories: Interactive Conferencing Boards, LCD, Pads, Panels, etc.	207	Computer Accessories and Supplies
27	Communications: Networking, Linking, etc. (Includes Clustering Software), Microcomputer	208	Computer Software for Microcomputers (Preprogramed)
31	Course Evaluation Software, Microcomputer	208	Computer Software for Microcomputers (Preprogramed)
43	Educational: eLearning, Foreign Languages, Math, Science, Social Studies, etc., Microcomputer	208	Computer Software for Microcomputers (Preprogramed)
47	Games: Adventure, Board, Puzzles, Strategy, etc. (See 037-84; 209-48; 785-53; and 805-51 for other type games), Microcomputer	208	Computer Software for Microcomputers (Preprogramed)
50	Graphics: Clip Art, Demos, Presentation, Slide Shows, etc., Microcomputer	208	Computer Software for Microcomputers (Preprogramed)

53	Integrated Software, Microcomputer	208	Computer Software for Microcomputers (Preprogramed)
54	Internet, Web Site and Mobile Application Development Software, Microcomputer	208	Computer Software for Microcomputers (Preprogramed)
59	Library Information Management and Library Catalog Database Software, Microcomputer	208	Computer Software for Microcomputers (Preprogramed)
60	Medical Software, All Types, Microcomputer	208	Computer Software for Microcomputers (Preprogramed)
66	Professional: Computer Training, E-learning, Hospital/Pharmacy, Legal, etc. Software, Microcomputer	208	Computer Software for Microcomputers (Preprogramed)
80	Software, Microcomputer (Not Otherwise Classified)	208	Computer Software for Microcomputers (Preprogramed)
86	Sound or Music Editing Software, Microcomputer	208	Computer Software for Microcomputers (Preprogramed)
48	Games: Adventure, Board, Puzzles, Strategy, etc. (See 037-84; 208-47; 785-53; and 805-51 for other type games), Mainframes and Servers	209	Computer Software for Mini and Main Frames (Preprogramed)

60	Music or Sound Editing Software, Mainframes and Servers	209	Computer Software for Mini and Main Frames (Preprogramed)
87	Software, Mainframes and Servers (Not Otherwise Classified)	209	Computer Software for Mini and Main Frames (Preprogramed)
95	Word Processing, Text Editors, Label Makers, Spell Checkers, etc., Mainframes and Servers	209	Computer Software for Mini and Main Frames (Preprogramed)
76	Robots, Educational, Scientific Applications, Manufacturing Applications, etc.	578	Miscellaneous Products
91	Testing Machines, Driver, Automated (Including Driver Simulating Machine)	578	Miscellaneous Products
15	Calculators, Electronic, Display and Printing Type, Programmable (See 305-06 for Surveying Type)	600	Office Machines, Equipment, and Accessories
96	Video Capturing Devices Connected to Computers or Computer Networks, Web Cameras	655	Photographic Equipment and Supplies (Not Including Graphic Arts, Microfilm, and X-ray)
87	Surveillance Cameras and Counter-Surveillance Equipment and Supplies	680	Police Equipment & Supplies

52	Audio Equipment for the Visual and Hearing Impaired (Not Otherwise Classified)	710	Prosthetic Devices, Hearing Aids, Auditory Testing Equipment, Electronic Reading Devices, Etc.
86	Telecommunicators for the Hearing and Speech Impaired	838	Telecommunication Equipment, Accessories and Supplies
38	Monitors, Television	840	Television Equipment and Accessories
7	Applications Software for Microcomputer Systems: Business, Mathematical and Statistical, Medical, Scientific, etc.	920	Data Processing, Computer and Software Services
31	Installation of Computers, Peripherals, and Related Equipment (Including Software)	920	Data Processing, Computer and Software Services
47	Support Services, Computer, Includes Computer Warranties	920	Data Processing, Computer and Software Services
38	Optical Scanning Services	920	Data Processing, Computer and Software Services
91	Training, Computer Based, Software Supported	920	Data Processing, Computer, Programming, and Software Services
40	Instructor-led, Classroom Training, Technical	924	Educational Services

21	Computers, Data Processing Equipment and Accessories, Not Word Processing Equipment, Maintenance and Repair	939	Equipment Maintenance and Repair Services for Computers, Office, Photographic, and Radio/Television Equipment
35	Internet Database Subscriptions	956	Library & Subscription Services (includes research services, internet & periodical subscriptions)
12	Bursters, Decollators, Detachers, etc., Rental or Lease	984	Rental or Lease Services of Computers, Data Processing, and Word Processing Equipment
19	Communication Boards, Control Units, Modems, Processors and Protocol Converters, etc., Rental or Lease	984	Rental or Lease Services of Computers, Data Processing, and Word Processing Equipment
23	Computers, Microcomputer, Rental or Lease	984	Rental or Lease Services of Computers, Data Processing, and Word Processing Equipment
26	Computers, Mainframe, Rental or Lease	984	Rental or Lease Services of Computers, Data Processing, and Word Processing Equipment
30	Computer Accessories (Not Otherwise Classified) Rental or Lease: CRT Holders, Forms Tractors, Wrist Supports, etc.	984	Rental or Lease Services of Computers, Data Processing, and Word Processing Equipment

34	Covers and Enclosures, Acoustical and Protective, Computer Equipment Rental or Lease	984	Rental or Lease Services of Computers, Data Processing, and Word Processing Equipment
39	Drives, Rental or Lease: CDROM, Hard, Floppy and Tape	984	Rental or Lease Services of Computers, Data Processing, and Word Processing Equipment
54	Peripheral Miscellaneous Rental or Lease: Keyboards, Mice, Monitors, etc.	984	Rental or Lease Services of Computers, Data Processing, and Word Processing Equipment
57	Power Supplies Rental or Lease: Surge Protectors, UPS, etc.	984	Rental or Lease Services of Computers, Data Processing, and Word Processing Equipment
60	Printers and Plotters, Computer, All Types, Rental or Lease	984	Rental or Lease Services of Computers, Data Processing, and Word Processing Equipment
83	Scanner and Reader Rental or Lease	984	Rental or Lease Services of Computers, Data Processing, and Word Processing Equipment
87	Terminals, CRTs and Remote Job Entry Devices Rental or Lease	984	Rental or Lease Services of Computers, Data Processing, and Word Processing Equipment

92	Word Processing Equipment Rental or Lease	984	Rental or Lease Services of Computers, Data Processing, and Word Processing Equipment
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Issued: March 18, 2024

Responses Due: May 22, 2024 2:00pm CST

SOLICITATION CONTENTS

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

Education Information Technology (I.T.) Products and Related Services, RFO DIR-CPO-TMP-588 (this document)

a. Attachments

Attachment 1: Sample Contract

Attachment 2: Standard Contract Terms and Conditions

Attachment 3: Service Agreement Template

Attachment 4: Master Lease Agreement Template

Attachment 5: Master Operating Lease Agreement Template

b. Bid Package

Exhibit A: Respondent Information (including Appendix 1 List of Respondent's Canceled Contracts)

Exhibit A1: Exceptions Table

Exhibit B: Respondent History and Experience

Exhibit C: Contract Marketing and Customer Support Plan

Exhibit D: HUB Subcontracting Plan (HSP) Sample Form

Exhibit E: Itemized Pricing

Exhibit F: Reference Forms

Exhibit G: Respondent Release of Liability

Exhibit H: EDGAR Certification Form

Exhibit I: Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment

Exhibit J: Accessibility Conformance Report (ACR also referred to as VPAT)

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

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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 Education Information Technology (I.T.) Products and Related Services to Customers, 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. RFO **Section 4 EVALUATIONS, NEGOTIATIONS, AND AWARD** 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.
- C. 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 may include any Texas state agency, unit of local government, or institution of higher education as defined in Texas Government Code, Section 2054.003; the legislature or a legislative agency; the supreme court, the court of criminal appeals, or a court of appeals; a public hospital, including a hospital district or hospital authority; an independent organization certified under Section 39.151, Utilities Code, for the ERCOT power region; the Texas Permanent School Fund Corporation; an assistance organization, as defined by Section 2175.001, Government Code; an open-enrollment charter school, as defined by Section 5.001, Education Code; a public safety entity, as defined by 47 U.S.C. Section 1401; 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 governmental entity of another state.
- 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 Successful Respondents. Customers contact Successful Respondents for information regarding products, 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 website 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 from a Customer. 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 Co-op Contracts through an administrative fee. DIR is authorized to charge a reasonable administrative fee to all Customers per Section 2157.068 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 \$9.2 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 (source DIR Data Warehouse)

	2021	2022	2023
Assistance Org	\$5,980,000	\$4,660,000	\$4,800,000
Higher Ed	\$398,930,000	\$446,820,000	\$514,100,000
K-12	\$920,490,000	\$891,630,000	\$872,800,000
Local Government	\$731,240,000	\$783,360,000	\$949,800,000
Out of State	\$74,970,000	\$84,600,000	\$80,000,000
State Agency	\$645,990,000	\$839,580,000	\$968,700,000
Total:	\$2,778,000,000	\$3,051,000,000	\$3,391,100,000

1.3.7 Current Contracts

DIR currently has multiple Contracts to provide Education Information Technology (I.T.) Products and Related Services. Table 2 Education Information Technology (I.T.) Products and Related Services Sales Volume by DIR Fiscal Year shows the total sales volume of services sold through the Education Information Technology (I.T.) Products and Related Services contracts for fiscal years 2021, 2022, and 2023.

Table 2: Education Information Technology (I.T.) Products and Related Services - Sales Volume by DIR Fiscal Year

FY 2021 Sales	FY 2022 Sales	FY 2023 Sales
\$28,913,608.37	\$42,355,655.65	\$62,772,402.40

2. SCOPE

2.1. Required Services

- A. It is the responsibility of the Respondent to ensure the products and services proposed are within the scope of this RFO.
- B. At the discretion of DIR, the scope of this RFO may be modified by an Addendum. It is the responsibility of the Respondent to monitor ESBD for Addendum updates and to make any necessary adjustments to its response accordingly.
- C. DIR intends to contract with the Successful Respondent to provide Education Information Technology (I.T.) Products and Related Services.
- D. Respondent may propose the following products and services:

2.1.1 Products

Types of hardware within scope include, but are not limited to:

- Classroom interactive tools
- Interactive boards
- Touch screens
- Response systems
- Active learning kits
- Mobile/Tablet devices
- Technology based laboratory products
- Graphing calculators

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

- Mobile device applications
- Online and client-based curriculum solutions
- Student information systems (i.e. student retention CRM, student enrollment CRM, subscriptions, etc.)
- Learning Management Systems (LMS) with the purpose of delivering courses to students
- Calculator software applications

Types of solution-based technology for education including, but not limited to:

- Artificial intelligence enhanced products for education
- Technology based solutions for education including bundled hardware and software with services
- Blended learning tools
- Technology based laboratory products
- Accessibility solution-based technology hardware and software learning products

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

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

2.1.2 Services

Type of services for education within scope include, but are not limited to:

- Information Technology (IT) Management Analysis Services
- Information Technology (IT) Assessment and Planning Services
- Related services to hardware and software within scope including:
 - Installation
 - Warranty
 - Maintenance
 - Support

- Training
- Subscriptions
- Managed Services

2.2. Exclusions/Out of Scope

The following products and services are not in the scope of this RFO:

- A. Related services only (installation, maintenance, support, training, etc.) without also providing an associated product/service within scope.
- B. Custom application development services.
- C. Deliverables-Based Information Technology Services (DBITS).
- D. Cloud Broker Services.
- E. Cloud Assessment Services.
- F. Professional or consulting services as defined in Chapter 2254 of the Texas Government Code.
- G. Products identified on the State of Texas Prohibited Software/Applications/Developers (manufacturers) list posted at:
<https://dir.texas.gov/information-security/prohibited-technologies>
- H. Telecommunications services, including any telecommunications services offered in a contract awarded by DIR under a TEX-AN procurement.

2.3. Pricing

- A. For the purposes of obtaining pricing and evaluating the responses to this RFO, Respondents shall price and discount any products, services, or related services submitted in response to this RFO by using the Excel spreadsheets attached as **Exhibit E Pricing Sheet**.
- B. Respondents must respond as follows to the **Exhibit E Pricing Sheet** for each product, service, or related service that Respondent wishes to be evaluated for under this RFO. Failure to respond as instructed may result in Respondent's response being disqualified from further evaluation.
- C. **Products and Services Pricing.** For purposes of this RFO, there are four tabs identified below that are in **Exhibit E Pricing Sheet**. Respondents shall complete any or all tabs which are applicable to their proposal. See Instructions Tab in **Exhibit E Pricing Sheet** for completing each tab.
 - 1. Tab 1: Instructions
 - 2. Tab 2: Products, Services and Related Services
 - 3. Tab 3: Volume Pricing
 - 4. Tab 5: Complete Catalog (if applicable)

- D. Respondent may propose by product/service, product/service category, brand, or any group of products/services that is applicable to Respondent's pricing structure if the discount off MSRP/List price is the same for that product/service category, or group of products/services.
- E. The DIR Customer Price shall include all shipping, handling fees, and DIR Administrative Fee.
- F. Volume Pricing: DIR encourages Respondents to offer Volume Pricing or discount for specific services on the spreadsheet.
- G. DIR is not soliciting Education Information Technology (I.T.) Products and Related Services for the agency. DIR establishes statewide master contracts for use by DIR eligible customers. DIR competitively bids for information technology products and services.
- H. 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.

2.3.1 Automated Pricing Form in BidStamp Vendor Information System (VIS)

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

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 BidStamp 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 VIS Automated Pricing fields include:

- i. **Product Category/Function:** Enter product family or product category of the proposed brand. Example: Case Management
- ii. **Brand Name:** Example: Sony

NOTE: **Brand name must be submitted as spelled in the general marketplace.** (Example: HoverCam is correct. Hover Cam is incorrect)

- iii. **Discount off MSRP or List Price:** Provide discount for detailed line item. Provide discount for each brand.

For the purposes of this RFO, the following definitions will apply:

- i. **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.
- ii. **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.

2.4. 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 each commercial product (also referred to as commercial off the shelf or COTS), and service products such as Software as a Service (SaaS), Platform as a Service (PaaS), and any other managed services that include a user interface, a completed Accessibility Conformance Report (ACR) or the URL to view the ACR online. See **RFO Section 2.4.1** for detailed requirements.
 - 2. For non-product offerings (such as IT related development services, services that include user interfaces, managed services, online components, etc.), a Vendor Accessibility Development Services Information Request (VADSIR), which documents Respondent's capability or ability to produce or customize accessible EIR (also referred to as Information and Communications Technology (ICT)). See **RFO Section 2.4.2** for detailed requirements.
 - 3. The Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment. See **RFO Section 2.4.3** for detailed requirements.

2.4.1 ACR Submission and Review

- A. All Respondents must provide 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 (where

available) for every product (as defined above) 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 April 18, 2020.

- 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 that do not already have accessibility documentation should complete the form included in the bid package or may obtain the form located here: <http://www.itic.org/public-policy/accessibility>. Resellers should obtain an ACR(s) from the manufacturer or provide links to the manufacturer's accessibility documentation.
- D. DIR will review a sample of ACRs for credibility and completeness.
- E. A Respondent that submits an incomplete ACR or is unable to provide or obtain ACRs for products it manufactures or for products from manufacturers it represents, may be required to submit a letter (Accessibility Statement) stating some or all product(s) accessibility documentation may be missing, product accessibility is untested, and an explanation of alternate accommodation.

2.4.2 VADSIR 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. 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 offerings:
 - 1. Website development services
 - 2. Web Application Development Services
 - 3. Custom development services as part of an integrated solution
 - 4. Client based software application development services
 - 5. Other software development services containing one or more user interfaces (end user, administrative, etc.)
- C. VADSIRs will be evaluated by DIR for credibility and completeness.

2.4.3 PDAA Submission and Self-Assessment Score

- A. All Respondents must complete the PDAA Self-Assessment Questionnaire for responses that include EIR or ICT. The PDAA generates a self-assessment score which 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, not an assessment of products or services.
- B. PDAA score will be included in the evaluation and a missing or blank PDAA will receive a score of 0 (fail) and may disqualify the Response.

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-588.

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*. 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**

Response 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 or the Standard Terms and Conditions 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 renewal and one (1) optional one-year renewal to be exercised by DIR at its discretion.
- B. **RFO Section 3.8.3.4** 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 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 ninety (90) calendar days. 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. Thuvan Huynh is the sole point of contact for this procurement. Routine correspondence may be directed to Thuvan Huynh as follows:

Thuvan Huynh

Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
E-mail: thuvan.huynh@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:
1. A competitor of the Respondent; or
 2. 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
 3. 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) website.

Table 3: Schedule of Events

Date/Time	Activity
March 18, 2024	Publish RFO on Electronic State Business Daily
April 3, 2024 10:00 AM (CT)	Optional Pre-Proposal Webinar
April 5, 2024 5:00 PM (CT)	Deadline for submitting questions
May 22, 2024 2:00 PM (CT)	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO
May 23, 2024 – 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 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:**
- E. https://www.zoomgov.com/webinar/register/WN_QauSJk19SnyZ79J1nFhK0Q

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.
- B. 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>.
- C. 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:
 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. 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 21.10%. 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>.
- C. 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. A list of certified HUBs is available on the Texas Comptroller of Public Accounts (CPA) Website at: <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. For additional information, contact the CPA's HUB program office at StatewideHUBProgram@cpa.texas.gov.
- B. 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

Respondents to this RFO must be one (1) of the following:

- A. Manufacturer or publisher of the offered product who will sell directly to Customers through a Co-op Contract.
- B. Manufacturer or publisher of the offered product who will execute a Co-op contract with DIR and designate one or more qualified dealers or resellers (Order Fulfillers) to sell directly to Customers on its behalf. The manufacturer or publisher may also sell directly to Customers.
- C. Dealer, reseller, or service provider who will sell directly to DIR Customers through a Co-op Contract.

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 shared 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.

3.6.5 Letters of Authorization

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.

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 [Information for Vendors](#) webpage.

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 **RFO 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.**
- C. **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).**
- D. 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 History and 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 Respondent Information 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. Failure to sign Exhibit A will result in the disqualification of the response as noncompliant.**

3.8.3.2 Respondent References

Respondent must complete the top portion of and send **Exhibit F 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 two (2) years. Instructions are included in **Exhibit F Reference Form**. DIR is not responsible for undeliverable e-mails or for non-responsive references. Respondent's references will be considered in accordance with **RFO 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 F 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 F Reference Forms** submitted by the Respondent will **NOT** be considered. DIR may contact References for clarification at DIR's discretion. Respondent shall submit a signed RFO Exhibit G, Respondent Release of Liability for each reference requested.

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 cancellation and the Respondent's position relevant to the cancellation, including the final resolution of the contract cancellation. For each company or entity listed, Respondent shall provide a signed RFO **Exhibit G, 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 as Attachment 2.
- 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:
 1. Referencing negotiation of revised language in another DIR or other state agency contract;

2. Referring to an internal division's need for the revised language without a valid reason as to why the exception is necessary;
 3. Indicating the proposed language is "negotiable" without further justification; and
 4. Referencing an internal Respondent terms and conditions document.
- C. Exceptions must include:
1. RFO document title (RFO, MSA, Exhibit, Attachment, etc.) section number and section title;
 2. Explanation as to why Respondent **cannot** comply with the term or condition; and
 3. Proposed alternate language (redlined against the standard language).
- 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 Word document, a file entitled **"ABC_588_Exceptions.docx" where "ABC" is the Respondent entity's name. The name can be abbreviated/acronym format, but should be easily associated with the Respondent.**
- 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 2.4 Electronic and Information Resources (EIR) Accessibility**.

Table 4: Response Files

RFO Reference	Form of Response
Exhibit A: Respondent Information Form – MUST BE SIGNED	"ABC_588_Exhibit A.docx"
Exhibit B: Respondent History and Experience	"ABC_588_Exhibit B.docx"
Exhibit C: Contract Marketing and Customer Support Plan	"ABC_588_Exhibit C.docx"
Exhibit E: Itemized Pricing	"ABC_588_Pricing.xlsx"
Exhibit G: Respondent Release of Liability -	"ABC_588_Exhibit G.docx"
Exhibit H: EDGAR Certification Form	"ABC_588_EDGAR.docx"
Exhibit I: PDAA form	"ABC_588_PDAA.docx"
Exhibit J: ACR (VPAT)	"ABC_588_ACR_Brand.docx" *include the actual "Brand" name in the document naming convention*
Exhibit K: VADSIR	"ABC_588_VADSIR.docx"
HUB Subcontract Plan (HSP) - MUST BE COMPLETED and SIGNED	"ABC_588_HSP.pdf"
Exhibit A1: Exceptions - Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions	"ABC_588_Exceptions.docx"
Redlined version of Attachment 2 Standard Terms and Conditions, if applicable	"ABC_588_Exceptions_Redline.docx"
Signed Addenda to the RFO	"ABC_588_Addenda" (.docx or .pdf)
Manufacturer Letters of Authorization (if applicable)	"ABC_588_LOA_Brand.docx" *include the actual "Brand" name in the document naming convention*

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 RFO or any resulting 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 on **Exhibit A Respondent Information**; the DUNS number shall correspond to the company address on file with Dun and Bradstreet.
- B. Completion and signing of a HUB Subcontract Plan; 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:
 - 1. A score of less than "C" in the Vendor Performance System;
 - 2. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports; and
 - 3. 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 reasons:
 - 1. Missing or incomplete ACRs for products listed on the itemized price sheet;
 - 2. Missing or incomplete VADSIR for proposed development services on the itemized price sheet or;
 - 3. Missing or blank PDAA self-assessment.

4.2.2 Weighted Evaluation Criteria

A. Services and Related Services

DIR will use the following criteria and weight to be used in determining the best value for the State regarding Services and Related Services:

- 1. **Pricing (Exhibit E)** - 40%
- 2. **Exhibit B: Respondent History and Experience** – 30%
 - **Three (3) completed Exhibit F Reference Forms (Reference Forms must come to DIR directly from the Reference to be considered responsive.)** DIR will only consider the first three (3) reference forms received.
- 3. **Exhibit C: Contract Marketing and Customer Support Plan** – 30%
- 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 3.8.3.4** 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-588 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

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.

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

Name:

Address:

City, State, Zip:

Phone Number:

Fax:

Email:

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: _____

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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:
1. Referencing negotiation of revised language in another DIR or other state agency contract;
 2. Referring to an internal division's need for the revised language without a valid reason as to why the exception is necessary;
 3. Indicating the proposed language is "negotiable;" and
 4. Referencing an internal Respondent terms and conditions document.
- B. Exceptions **must include**:
1. RFO document title, section number, and section title;
 2. Explanation as to why Respondent cannot comply with the term or condition; and
 3. 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 new 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 submit, as a separate Microsoft Word document, the Exhibit A1 Exceptions and name it "ABC_588_Exceptions.docx."

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- 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 Word document "ABC_588_Exceptions.docx" 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 Exhibit A1 Exceptions spreadsheet, Respondent shall include in its Response a red-lined version of Attachment 1 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 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.

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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

1. 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.
2. 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 3.8.4 of the RFO and reject any Response that does not comply.
3. 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	☐
Mandatory Response Contents	
Exhibit A: Respondent Information Form (this document) – MUST BE SIGNED	☐
Exhibit B: Respondent History and Experience	☐
Exhibit C: Contract Marketing and Support Plan	☐
Exhibit E: Itemized Pricing	☐
Exhibit G: Respondent Release of Liability	☐
Exhibit H: EDGAR Certification Form	☐
Exhibit I: PDAA Form	☐
Exhibit J: ACR (VPAT)	☐
Exhibit K: VADSIR	☐
HUB Subcontracting Plan (HSP) – MUST BE COMPLETED and SIGNED	☐
Exhibit A1: Exceptions - Any Exceptions requested <u>or</u> Affirmative Statement that Respondent takes no Exceptions	☐

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Item	Check
Redlined version of Attachment 2 Standard Terms and Conditions, if applicable	☐
Signed Addenda to the RFO	☐
Manufacture Letters of Authorization (if applicable)	☐

B. Certification Statement

The undersigned hereby certifies on behalf of insert company's legal name here that DIR-CPO-TMP-588; has been read and understood. In submitting its Response insert company's legal name here represents to DIR the following:

1. Respondent is capable of providing the products and services as described in the RFO;
2. Respondent is offering true and correct pricing and discounts for the products and services;
3. Respondent agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
4. 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;
5. 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;
6. 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;
7. 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

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related rules found at 30 TAC Chapter 328;

8. 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;
9. 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);
10. 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 competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
11. 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

12. 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;
13. Respondent agrees to comply with Texas Government Code, Section

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2155.4441, relating to use of service contracts for products produced in the State of Texas;

14. 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:_____

15. 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 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;
16. 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;
17. Respondent certifies that if a Texas address is shown as the Principal 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;
18. 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

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19. Respondent agrees that these representations will be incorporated into any subsequent agreement(s) between Respondent and Customer that result from this RFO;
20. 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.
21. 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 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
(REQUIRED)

Title

Date

<END OF EXHIBIT A>

Exhibit A

1 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:		
COMPANY NAME		
COMPANY ADDRESS (Street, City, State, Zip Code)		
*CONTACT NAME / PHONE		
*E-MAIL		
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:
DESCRIPTION OF SERVICE:		
REASON FOR CANCELLATION:		

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

Company Name: _____

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Section Number	Section Title	Justification	Proposed Language (Please redline standard language)	DIR Response

Exhibit B

Respondent History and Experience

- 1) In no more than three (3) pages, provide a detailed history of your company. Include a high-level summary of your business model and how your products/services have been used by customers.
- 2) Indicate the Technology Category(ies) to which your company is Responding:

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

Technology Category	Submitting Response?
Hardware	☐
Software	☐
Software as a Service (SaaS)	☐
Services	☐
Complete Solution (Software/Hardware and Services)	☐

- 3) For each Technology Category selected in [Table 1](#) and in no more than two (2) pages per category, provide a summary of the Respondent's experience, with focus on projects completed within the past five (5) years. If serving as a subcontractor, Respondent should clearly indicate the percentage of work for which the Respondent was directly responsible.

If providing related services, provide a summary and in no more than two (2) pages total, of how the related services support the scope of the products/services included in Section 2 of the RFO. Each related service proposed should be clearly distinguished and associated to a product/service.

- 4) Include a summary and in no more than three (3) pages total, of the qualifications and experience of the team members dedicated to providing support to the DIR customers.
- 5) Using [Table 2](#), for each category to which you are Responding, provide the total number of years your company has provided the products/services requested in this RFO. If this section is not applicable to your company, please indicate with "n/a" in the table below.

(This response is required, but is not scored as part of the evaluation)

Table 2: Number of Years Providing Requested Products/Services

Products and Related Services

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Market Segment	Total Number of Years Providing Services being Requested
All Sectors	
Texas State Agencies	
Local Governments	
Independent School Districts	
Institutes of Higher Education	

- 6) Using [Table 3](#), indicate if, in the last twelve (12) months, your company has sold the requested products/services to the Market Segments listed below. Include the total sales for the 12-month period. If this section is not applicable to your company, please indicate with "n/a" in the table below.

(This response is required, but is not scored as part of the evaluation)

Table 3: Sales to Texas State Agencies, Local Governments, etc.

Market Segment	Total Sales
Texas State Agencies	
Local Governments	
Independent School Districts	
Institutes of Higher Education	

- 7) Using [Table 4](#), indicate whether 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 by listing the top 5 states with the highest annual sales. Include the cumulative sales for the state indicated for the most recent 12-month period. If this section is not applicable to your company, please indicate with "n/a" in the table below.

(This response is required, but is not scored as part of the evaluation)

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Table 4: Sales to Other State Public Entities

State	Total Sales
State 1	
State 2	
State 3	
State 4	
State 5	

- 8) Using [Table 5](#), indicate whether your company holds another cooperative contract(s) (example: GSA, NASPO, TIPS, OMNIA, other.) and include the list of the contracts and the links to the contract pages. If a section is not applicable to your company, please indicate with "n/a" in the table below.

(This response is required, but is not scored as part of the evaluation)

Table 5: Other Cooperative Contracts

Cooperative Contract	Contract Number	Link to Contract Page
GSA		
NASPO		
TIPS		
OMNIA		
Other		

<END OF EXHIBIT B>

Exhibit C

Contract Marketing and Customer Support Plan

In no more than **seven (7)** pages total, non-inclusive of the requested attachments, Respondent must provide a plan that describes the Respondent'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 products/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 Respondent 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: [Customer Eligibility | Texas Department of Information Resources](#).
- 3) Provide an overview of the products and services proposed in the response and how the contract marketing plan supports the promotion of the proposed products and services to DIR eligible customers.
- 4) Describe how will your other contracts impact the marketing of this contract, should you receive an award?

- 5) Provide an overview of the management and customer relationship team that will be responsible for managing the State's relationship in the event of being awarded a contract. Address the following:

- A. Describe your company's geographical reach, 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.
- 6) Describe how the Respondent will manage the contract to ensure uninterrupted, high-quality performance and overall contract effectiveness. Include the process for the transfer of subscriptions among the users of a DIR customer entity to ensure uninterrupted of services.
- 7) Successful Respondents selected for Contract Award will be contractually required to maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on your website. Website page may not require a log-in by the customer for access.

Briefly explain who (what position) in your company will be responsible for ensuring the information on the DIR webpage is accurate and complies with the contract requirements throughout the life of the contract.

Provide steps successful respondent will take to remedy any webpage information that is determined to be out of contract compliance. Provide steps to ensure contract pricing published to the webpage is accurate and up to date and in compliance with the awarded contract.

(see list below for webpage requirements).

- 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. A list with the description of products and/or services awarded;
- E. Successful Respondent contact information (name, telephone number and email address) for your point of contact for customer inquiries;
- F. instructions for obtaining quotes and placing Purchase Orders;
- G. warranty policies;
- H. return policies;
- I. the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- J. a link to the DIR "Cooperative Contracts" webpage;
- K. the DIR logo; and
- L. any other information that the Contract indicates is required to be included on

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the webpage.

** The attachments provided in response to numbers 8 and 9 are not included in the 7-page limit for Respondent's response for Exhibit C. **

- 8) **Provide and label a as an Attachment 1 to Exhibit C** an organization chart identifying the chain of command for managing this contract, including resource sourcing responsibility, and organization components that support this contract. Clearly identify positions that will support the scope as outlined in Section 2 of the RFO.
- 9) **Provide and label as an Attachment 2 to Exhibit C** a breakdown service levels being proposed. Respondent may provide links to URL sections as appropriate to convey the full services provided. If Respondent is proposing "bundled services", please include an example of what this would include. The service levels should include:
 - A. On-boarding times;
 - B. Types of resources included (i.e.: frameworks, guides, portals);
 - C. Tracking communications; and
 - D. Follow-up process and timelines.

<END OF EXHIBIT C>

Sample HUB Subcontracting Plan

Complete an automated version of the HUB Subcontracting Plan in BidStamp.

Note: Vendors must also print, sign, and upload the signed HSP. (reference Vendor Guide Section 5.4)



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
(mm/dd/yyyy)

Reminder:

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

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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>

Item Number: _____ Description: _____

[illegible]

Page 1 of 1
(Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

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

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <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 (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <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 (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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

SECTION B-4: SUBCONTRACTOR SELECTION

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

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/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 Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

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



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: _____

Point-of-Contact: _____

Phone #: _____

Requisition #: _____

Bid Open Date: _____

(mm/dd/yyyy)

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

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ 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

Department of Information Resources

**RFO Title: Education Information Technology (I.T.) Products and Related Services
DIR-CPO-TMP-588**

Exhibit E - ITEMIZED PRICING SHEET

INSTRUCTIONS:

Enter proposed discounts in the Automated Pricing Form in the BIDSTAMP VENDOR INFORMATION SYSTEM (VIS) then upload this itemized PRICE SHEET in the BIDSTAMP VIS as an EXCEL spreadsheet.

TAB 1 - INSTRUCTIONS

TAB 2 - ITEMIZED PRICE SHEET FOR PRODUCTS

Use this sheet to enter your price information for any products. Enter each and every item that your company would like to sell through the contract.

If proposing multiple discounts for the same brand, the branded products must be listed separately with the associated category or group.

Brand ABC

ABC Network Product, Router - Customer Discount - 15% (BRAND ABC)

ABC Network Product, Server - Customer Discount - 25% (BRAND ABC)

ABC Network Product, All other products - Customer Discount -10% (BRAND ABC)

Note: Discount range (e.g., 0% - 99%) is not allowed.

Column F - Select from the below menu the VPAT status for the product. Select either:

Included *(Valid VPAT is available and included with response to solicitation)*

Included, but possible accuracy issues *(Manufacturer has provided VPAT but there are reasons to believe that it may not be accurate)*

Required, but not included/available *(a VPAT for this product has not yet been made available from the manufacturer)*

Not applicable *(the product is not a COTS product or does not have a user-interface, so a VPAT is not required for this product.)*

Same as above/see similar products *(use this option if VPAT has already been uploaded for same/similar products)*

*Note: Information provided in Column F does not affect Pricing Score during evaluation process. See RFO Section 2.40 for EIR Accessibility requirements.

Column G - Upload VPAT for Commercial Off-the-shelf products using the following steps:

1. Select the cell into which you want to insert your file.
2. Click on the "Insert" tab.
3. Click on "Object" under the "Text" group.
4. Select "Create from File"
5. Browse your file.
6. Select the "Display as icon" check box.
7. Click on "OK"

*Note: 100 rows provided. Add rows or sheets/tabs as needed. See RFO Section 2.40 for EIR Accessibility requirements. Information provided in Column G will not be part of Pricing Score during evaluation process.

TAB 3 - ITEMIZED PRICE SHEET FOR RELATED SERVICES

Use this sheet to enter price information for any related services being provided through the contract. Enter each and every service that your company would like to sell through the contract.

Include Unit of Measure, such as hour or day, for each service being offered and its associated rate/price.

TAB 4 - VOLUME DISCOUNT SHEET-

Volume Pricing information is not entered in the BidStamp VIS. If Vendor is proposing Volume Discounts, the product must be listed on the Volume Discount Tab with the associated type or grouped with an associated discount.

For example:

ABC Product, 1-5 Units - 10.00% - two decimals

ABC Product, 6-10 Units - 20.00% - two decimals

ABC Product, 10+ Units - 30.00% - two decimals

Department of Information Resources
Request for Offer {{RFONUMBER}}
{{SolicitationName}}

All Volume Discounts will be listed on the Volume Discount Tab and will be submitted in the EXCEL spreadsheet format.

Other Notes:

- 1 Price to DIR Customer shall include all shipping and handling fees.
- 2 Additional rows or sheets may be added as necessary.
- 3 Discounts entered in the Automated Pricing Form in BidStamp VIS must be same as the discounts entered in this spreadsheet.
- 4 Do not enter prices for services in Automated Pricing Form in BidStamp VIS.
- 5 Accessibility information provided in Columns F & G of Tab 2 will not be considered in the scoring of Pricing during evaluation process.
- 6 If there are any questions or if additional guidance is needed, contact designated DIR staff listed in RFO. See RFO Section 3.1 Point of Contact.

Department of Information Resources
Request for Offer {{RFONUMBER}}
{{SolicitationName}}

Price Sheet for Related Services		
Related Services	MSRP/List Price	DIR Customer Discount from MSRP/List Price [or Firm Fixed Price]
Example: Maintenance	Example: \$2,000.00	Example: 50%
Example: Server Installation	Example: \$1,000.00	Example: 25%
PLEASE NOTE: All prices quoted to Customers shall include the .75% administrative fee.		

Optional Price Sheet for Volume Discounts			
BRAND NAME	CUMULATIVE	FREQUENCY	ADDITIONAL DISCOUNT
Example: ABC Brand	Example: \$1,000,000-\$2,000, 000	Annually	add 1.00%
Example: ABC Brand	Example: \$2,000,000-\$3,000, 000	Annually	add 1.50%
BRAND NAME	PER TRANSACTION	FREQUENCY	ADDITIONAL DISCOUNT
Example: All proposed brands	Example: \$50,000-\$100, 000	Per Transaction	add 1.00%
Example: All proposed brands	Example: \$100,000-\$200, 001	Per Transaction	add 1.50%
BRAND NAME	BY QUANTITY	FREQUENCY	ADDITIONAL DISCOUNT
Example: ABC Brand	Example: 1-99 units	Per Order	add 1.00%
Example: ABC Brand	Example: 100-500 units	Per Order	add 1.50%
Example: ABC Brand	Example: 500+ units	Per Order	add 2.00%

Department of Information Resources

RFO Title: Education Information Technology (I.T.) Products and Related Services
DIR-CPO-TMP-588

Exhibit E - ITEMIZED PRICING SHEET

INSTRUCTIONS:

Enter proposed discounts in the Automated Pricing Form in the **BIDSTAMP VENDOR INFORMATION SYSTEM (VIS)** then upload this itemized PRICE SHEET in the **BIDSTAMP VIS** as an EXCEL spreadsheet.

TAB 1 - INSTRUCTIONS

TAB 2 - ITEMIZED PRICE SHEET FOR PRODUCTS

Use this sheet to enter your price information for any products. Enter each and every item that your company would like to sell through the contract.

If proposing multiple discounts for the same brand, the branded products must be listed separately with the associated category or group.

Brand ABC.

ABC Network Product, Router - Customer Discount - 15% (BRAND ABC)

ABC Network Product, Server - Customer Discount - 25% (BRAND ABC)

ABC Network Product, All other products - Customer Discount -10% (BRAND ABC)

Note: Discount range (e.g., 0% - 99%) is not allowed.

Column F - Select from the below menu the VPAT status for the product. Select either:

Included (Valid VPAT is available and included with response to solicitation)

Included, but possible accuracy issues (Manufacturer has provided VPAT but there are reasons to believe that it may not be accurate)

Required, but not included/available (a VPAT for this product has not yet been made available from the manufacturer)

Not applicable (the product is not a COTS product or does not have a user-interface, so a VPAT is not required for this product.)

Same as above/see similar products (use this option if VPAT has already been uploaded for same/similar products)

*Note: Information provided in Column F does not affect Pricing Score during evaluation process. See RFO Section 2.40 for EIR Accessibility requirements.

Column G - Upload VPAT for Commercial Off-the-shelf products using the following steps:

1. Select the cell into which you want to insert your file.
2. Click on the "Insert" tab.
3. Click on "Object" under the "Text" group.
4. Select "Create from File"
5. Browse your file.
6. Select the "Display as icon" check box.
7. Click on "OK"

*Note: 100 rows provided. Add rows or sheets/tabs as needed. See RFO Section 2.40 for EIR Accessibility requirements. Information provided in Column G will not be part of Pricing Score during evaluation process.

TAB 3 - ITEMIZED PRICE SHEET FOR RELATED SERVICES

Use this sheet to enter price information for any related services being provided through the contract. Enter each and every service that your company would like to sell through the contract.

Include Unit of Measure, such as hour or day, for each service being offered and its associated rate/price.

TAB 4 - VOLUME DISCOUNT SHEET-

Volume Pricing information is not entered in the BidStamp VIS. If Vendor is proposing Volume Discounts, the product must be listed on the Volume Discount Tab with the associated type or grouped with an associated discount.

For example:

ABC Product, 1-5 Units - 10.00% - two decimals

ABC Product, 6-10 Units - 20.00% - two decimals

ABC Product, 10+ Units - 30.00% - two decimals

All Volume Discounts will be listed on the Volume Discount Tab and will be submitted in the EXCEL spreadsheet format.

Other Notes:

- 1 Price to DIR Customer shall include all shipping and handling fees.
- 2 Additional rows or sheets may be added as necessary.
- 3 Discounts entered in the Automated Pricing Form in BidStamp VIS must be same as the discounts entered in this spreadsheet.
- 4 Do not enter prices for services in Automated Pricing Form in BidStamp VIS.
- 5 Accessibility information provided in Columns F & G of Tab 2 will not be considered in the scoring of Pricing during evaluation process.
- 6 If there are any questions or if additional guidance is needed, contact designated DIR staff listed in RFO. See RFO Section 3.1 Point of Contact.

IF VENDOR IS PROVIDING THE ENTIRE CATALOG OF A SPECIFIC BRAND, YOU MAY EITHER ENTER ALL PRODUCTS HERE OR PROVIDE THE LINK OF THE CATALOG

* For Vendor reference: DIR CUSTOMER PRICE will be AUTOMATICALLY calculated once all other cells are filled.

For reference purposes, the formula to calculate DIR Customer Price is: **DIR Customer Price = MSRP/List Price x (1-DIR Discount%) x (1+0.75%)**

DO NOT make any changes to the format of the grids. Insert additional rows as needed.

[illegible]

Department of Information Resources
Request for Offer {{RFONUMBER}}
{{SolicitationName}}

Price Sheet for Related Services		
Related Services	MSRP/List Price	DIR Customer Discount from MSRP/List Price [or Firm Fixed Price]
Example: Maintenance	Example: \$2,000.00	Example: 50%
Example: Server Installation	Example: \$1,000.00	Example: 25%
PLEASE NOTE: All prices quoted to Customers shall include the .75% administrative fee.		

Optional Price Sheet for Volume Discounts			
BRAND NAME	CUMULATIVE	FREQUENCY	ADDITIONAL DISCOUNT
Example: ABC Brand	Example: \$1,000,000-\$2,000, 000	Annually	add 1.00%
Example: ABC Brand	Example: \$2,000,000-\$3,000, 000	Annually	add 1.50%
BRAND NAME	PER TRANSACTION	FREQUENCY	ADDITIONAL DISCOUNT
Example: All proposed brands	Example: \$50,000-\$100, 000	Per Transaction	add 1.00%
Example: All proposed brands	Example: \$100,000-\$200, 001	Per Transaction	add 1.50%
BRAND NAME	BY QUANTITY	FREQUENCY	ADDITIONAL DISCOUNT
Example: ABC Brand	Example: 1-99 units	Per Order	add 1.00%
Example: ABC Brand	Example: 100-500 units	Per Order	add 1.50%
Example: ABC Brand	Example: 500+ units	Per Order	add 2.00%



Texas Department of Information Resources

Department of Information Resources

Request for Offer

DIR-CPO-TMP-588

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

Exhibit F Vendor References

VENDOR REFERENCE
Education Information Technology (I.T.) Products and Related Services
Request for Offer DIR-CPO-TMP-588
REFERENCE DEADLINE TO DIR: No later than May 22, 2024 at 2:00 PM (CT)

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill out and return directly to DIR at the following email address: rfodir-cpo-tmp-588@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

Vendor Name _____
Insert Type of Product/Services Category(e.g., Software) _____
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-588@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 Solicitation Product/Services

1. Have you purchased any Product/Services from this Vendor in the past two (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 about 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
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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 Product/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 G
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____.

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

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)

☐	Manufacturer: My organization sells a commercial product or an as-a-service application we built
☐	Service Provider: My organization provides development, customization, and advisory services
☐	Integrator: My organization provides solutions with a combination of commercial products, as-a-service applications, and customization services
☐	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
- 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

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

in many areas of that organization. PDAA data helps buying organizations understand a vendor's accessibility policy, progress and commitment to accessibility holistically.

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 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
- 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

9. Does the PDAA replace VPATs?

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)

☒	Manufacturer: My organization develops and sells its own ICT products / services
☐	Service Provider: My organization sells IT development services
☐	Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
☐	Reseller or 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 structure 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.
	2c. Implementing reporting/decision mechanism and maintain records.
1	1 My organization is developing tools and procedures for tracking ICT accessibility issues.
	2 My organization is tracking and keeping records of ICT accessibility reporting and decisions.
	3 My organization uses reports to make organizational changes to improve ICT accessibility.
Section 2 Comments (Provide any comments or additional information on this section here.)	
	3. Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.
	Manufacturers: Address processes that pertain to your development of ICT products.
	Service providers: Address processes that pertain to your development of ICT services.
	Integrators: Address processes that pertain to your ICT integration services and solutions.
	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.

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

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

		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 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
	1	Our ICT accessibility policy is publicly available.
	1	Our accessibility policy and documentation (VPATs, etc.) for <u>some</u> products is publicly available or available upon request.
	2	Our accessibility policy and documentation (VPATs, etc.) for <u>all released</u> 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.)



Voluntary Product Accessibility Template® (VPAT®)

Revised Section 508 Edition

Version 2.4Rev

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About This Document

The VPAT is provided in four editions based on the standards/guidelines being evaluated. The editions are WCAG, Revised 508, EN 301 549 and International, which 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](#)
- [Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018](#)

If you need a different combination of standards/guidelines, use the appropriate alternate edition of the VPAT found on the [ITI Accessibility web page](#).

This document is broken into two main sections:

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

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

The purpose of these instructions is 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 Accessibility Conformance Report 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.

The Information Technology Industry Council (ITI) provides the VPAT. Use of the template and service mark does not require membership in ITI.

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

This section provides guidance for reporting product conformance for 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.

Getting Started

1. Before creating a report, read all of the materials provided in this document.
2. Determine which accessibility standards/guidelines will be included in the Accessibility Conformance Report and use the appropriate VPAT file.
3. 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 produce an Accessibility Conformance Report based on the 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 final conformance report must be accessible.
3. 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 product version identifier if necessary

- **Report 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”.
- **Product Description** – A brief description of the product
- **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 evaluation methods 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 used to evaluate the product.
 - The applicable Standards/Guidelines that are included in this VPAT edition are:
 - [Web Content Accessibility Guidelines 2.0](#) or WCAG 2.0 (ISO/IEC 40500)
 - [Revised Section 508 standards](#) – the U.S. Federal accessibility standard for ICT Products, published by the U.S. Access Board in the Federal Register on January 18, 2017 and corrected on January 22, 2018
 - If other Standards/Guidelines are reported, then use the appropriate VPAT edition.
 - 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. This information can alternatively be supplied in the introductory text of the report. In the VPAT we have used a table as an example and listed “(yes / no)” for each standard/guideline. To indicate what the report covers leave the appropriate yes or no on each standard/guideline.
 - If multiple Standards or Guideline tables are included, each table must identify the Standard or Guideline that the criteria in that table represent.
- **Terms** – 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: This can only be used in WCAG 2.x Level AAA

- **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.

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.

- **Not Evaluated:** The product has not been evaluated against the criterion. This can only be used in WCAG 2.x Level AAA.
 - **Tables for Each Standard or Guideline** – Tables showing the responses to the criteria.
4. 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 about which 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.
5. 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.
6. 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 does not 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
- **Report 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](#)
 - 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 knowledge of general product functionality (Instructional note: this would mean the tester knows how to use the common uses and flows of the product in addition to accessibility)

- 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.
- **Report Size:** 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 does not 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:** Translation to other languages is permitted.
- **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 standard and guideline tables appear may be changed to facilitate reading. The current order is WCAG then Section 508. You can change this order to insert the WCAG criteria into the Section 508 tables.
- **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

- When publishing your Accessibility Conformance Report, be sure to remove the entire first 9 pages of this document, including the table of contents, introductory information and instructions.
- Check for each required item in the VPAT® document:
 - **[Company Name] Accessibility Conformance Report** (report title)
 - **(Based on VPAT® Version 2.4Rev)**
 - **Name of Product/Version**
 - **Report Date**

- **Product Description**
- **Contact Information**
- **Notes**
- **Evaluation Methods Used**
- **Applicable Standards/Guidelines**
- **Terms**
- **Tables for Each Standard or Guideline**
 - Check that there is a response for each criterion for 'Conformance Level' and 'Remarks and Explanations.'
- Verify that the final document is accessible.
- Post your final document on your company's web site, or make the document available to customers upon request.

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 are 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

(Based on VPAT® Version 2.4Rev)

Name of Product/Version:

Report Date:

Product Description:

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	Level A (Yes) Level AA (Yes) Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(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 Revised Section 508:

- 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
<u>1.1.1 Non-text Content</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.2.2 Captions (Prerecorded)</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.3.1 Info and Relationships</u> (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
602.3 (Support Docs)		
<u>1.3.2 Meaningful Sequence</u> (Level A) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.3.3 Sensory Characteristics</u> (Level A) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.4.1 Use of Color</u> (Level A) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.4.2 Audio Control</u> (Level A) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>2.1.1 Keyboard</u> (Level A) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>2.1.2 No Keyboard Trap</u> (Level A)	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
Also applies to: Revised Section 508 501 (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 508 501 (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 508 501 (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 508 501 (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 508 501 (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 508 501 (Web)(Software)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
504.2 (Authoring Tool) 602.3 (Support Docs)		
2.4.3 Focus Order (Level A) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.4.4 Link Purpose (In Context) (Level A) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.1.1 Language of Page (Level A) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.2.1 On Focus (Level A) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.2.2 On Input (Level A) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<u>3.3.1 Error Identification</u> (Level A) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>3.3.2 Labels or Instructions</u> (Level A) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>4.1.1 Parsing</u> (Level A) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>4.1.2 Name, Role, Value</u> (Level A) Also applies to: Revised Section 508 501 (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
<u>1.2.4 Captions (Live)</u> (Level AA) Also applies to:	Web: Electronic Docs:	Web: Electronic Docs:

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Software: Authoring Tool:	Software: Authoring Tool:
1.2.5 Audio Description (Prerecorded) (Level AA) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.4.3 Contrast (Minimum) (Level AA) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.4.4 Resize text (Level AA) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.4.5 Images of Text (Level AA) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.4.5 Multiple Ways (Level AA) Also applies to: Revised Section 508 501 (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
602.3 (Support Docs) – Does not apply to non-web docs		
2.4.6 Headings and Labels (Level AA) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.4.7 Focus Visible (Level AA) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.1.2 Language of Parts (Level AA) Also applies to: Revised Section 508 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs)	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.2.3 Consistent Navigation (Level AA) Also applies to: Revised Section 508 501 (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:
3.2.4 Consistent Identification (Level AA) Also applies to: Revised Section 508 501 (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:
3.3.3 Error Suggestion (Level AA)	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
Also applies to: Revised Section 508 501 (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 508 501 (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) Revised Section 508 – Does not apply	Web:	Web:
1.2.7 Extended Audio Description (Prerecorded) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.2.8 Media Alternative (Prerecorded) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.2.9 Audio-only (Live) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.4.6 Contrast (Enhanced) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.4.7 Low or No Background Audio (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.4.8 Visual Presentation (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.4.9 Images of Text (No Exception) (Level AAA)	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 – Does not apply		
2.1.3 Keyboard (No Exception) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.2.3 No Timing (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.2.4 Interruptions (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.2.5 Re-authenticating (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.3.2 Three Flashes (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.4.8 Location (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.4.9 Link Purpose (Link Only) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.4.10 Section Headings (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.1.3 Unusual Words (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.1.4 Abbreviations (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.1.5 Reading Level (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.1.6 Pronunciation (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.2.5 Change on Request (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.3.5 Help (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.3.6 Error Prevention (All) (Level AAA) 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		

Criteria	Conformance Level	Remarks and Explanations
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
402.3.1 Private Listening		
402.3.2 Non-private Listening		
402.4 Characters on Display Screens		
402.5 Characters on Variable Message Signs		
<u>403 Biometrics</u>	Heading cell – no response required	Heading cell – no response required
403.1 General		
<u>404 Preservation of Information Provided for Accessibility</u>	Heading cell – no response required	Heading cell – no response required
404.1 General		
<u>405 Privacy</u>	Heading cell – no response required	Heading cell – no response required
405.1 General		
<u>406 Standard Connections</u>	Heading cell – no response required	Heading cell – no response required
406.1 General		
<u>407 Operable Parts</u>	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		

Criteria	Conformance Level	Remarks and Explanations
407.8.2 Side Reach		
407.8.2.1 Unobstructed Side Reach		
407.8.2.2 Obstructed Side Reach		
407.8.3 Forward Reach		
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		
<u>408 Display Screens</u>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility		
408.3 Flashing		
<u>409 Status Indicators</u>	Heading cell – no response required	Heading cell – no response required
409.1 General		
<u>410 Color Coding</u>	Heading cell – no response required	Heading cell – no response required
410.1 General		
<u>411 Audible Signals</u>	Heading cell – no response required	Heading cell – no response required
411.1 General		
<u>412 ICT with Two-Way Voice Communication</u>	Heading cell – no response required	Heading cell – no response required
<u>412.2 Volume Gain</u>	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		
<u>412.3 Interference Reduction and Magnetic Coupling</u>	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		
<u>412.8 Legacy TTY Support</u>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability		

Criteria	Conformance Level	Remarks and Explanations
412.8.2 Voice and Hearing Carry Over		
412.8.3 Signal Compatibility		
412.8.4 Voice Mail and Other Messaging Systems		
<u>413 Closed Caption Processing Technologies</u>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions		
413.1.2 Pass-Through of Closed Caption Data		
<u>414 Audio Description Processing Technologies</u>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners		
414.1.2 Other ICT		
<u>415 User Controls for Captions and Audio Descriptions</u>	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.x section	See information in WCAG 2.x section
<u>502 Interoperability with Assistive Technology</u>	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		
<u>502.3 Accessibility Services</u>	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		

Criteria	Conformance Level	Remarks and Explanations
502.3.9 Modification of Text		
502.3.10 List of Actions		
502.3.11 Actions on Objects		
502.3.12 Focus Cursor		
502.3.13 Modification of Focus Cursor		
502.3.14 Event Notification		
502.4 Platform Accessibility Features		
<u>503 Applications</u>	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences		
503.3 Alternative User Interfaces		
<i>503.4 User Controls for Captions and Audio Description</i>	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls		
503.4.2 Audio Description Controls		
<u>504 Authoring Tools</u>	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.x section	See information in WCAG 2.x 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
<i>601.1 Scope</i>	Heading cell – no response required	Heading cell – no response required
<u>602 Support Documentation</u>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features		
602.3 Electronic Support Documentation	See WCAG 2.x section	See information in WCAG 2.x section

Criteria	Conformance Level	Remarks and Explanations
602.4 Alternate Formats for Non-Electronic Support Documentation		
<u>603 Support Services</u>	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:

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES
{{Successful Respondent}}

1 INTRODUCTION

1.1 Parties

This contract for DIR-CPO-TMP-588 Education Information Technology (I.T.) Products and Related 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}}, 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-588 on March 18, 2024 for Education Information Technology (I.T.) Products and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-588, 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:
1. this Contract;
 2. **Appendix A, Standard Terms and Conditions;**
 3. **Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;**
 4. **Appendix C, Pricing Index;**
 5. **Appendix D, Service Agreement template;**
 6. **Appendix E, Master Operating Lease Agreement;**
 7. **Appendix F, Master Lease Agreement;**
 8. **Exhibit 1, RFO DIR-CPO-TMP-588, including all Addenda; and**

9. **Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-588**, 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 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.

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-588 for Education Information Technology (I.T.) Products and Related 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 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.

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:

Lisa Massock 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
{{Successful Respondent}}
Successful Respondent Address
City, State Zip
Phone: () -
Email:

10 SOFTWARE LICENSE, LEASE, AND SERVICE AGREEMENTS

10.1 Software License Agreement

- A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.
- B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

10.2 Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in **Appendix D** of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and DIR. 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.

10.3 Master Operating Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Operating Lease Agreement in **Appendix E** of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR Contracts.

10.4 Master Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Lease Agreement in **Appendix F** of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

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 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.)

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

{{Successful Respondent}}

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By: _____

Name: Lisa Massock _____

Title: Chief Procurement Officer _____

Date: _____

Office of General Counsel: _____

Date: _____



Department of Information Resources

{{ContractNumber}} 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 completed 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 2276.002, 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 2275.0102, 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>

DIR-CPO-TMP-588 APPENDIX D
SERVICE AGREEMENT
ENGAGEMENT CONTRACT ORDER FORM

Customer Name:

Customer Address:

This Order Form ("OF") shall be governed by the terms of the STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT (CONTRACT NUMBER DIR-CPO-TMP-588) dated _____ (the "Contract") between the State of Texas, acting by and through the Department of Information Resources and <Successful Respondent> ("Successful Respondent"). In the event of any conflicts between this **Appendix D Service Agreement** and the Contract, the Contract will prevail. Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Contract Terms and Conditions**.

1 SCOPE OF SUCCESSFUL RESPONDENT'S SERVICES

Successful Respondent will provide the following services to Customer ("Services"):

<Describe Services including schedule>

2 RATES AND PAYMENTS

2.1 Labor Rates

Services shall be provided under this Order Form in accordance with **Contract** Section 4 Product and Service Offerings.

<List Technician Level(s), Rate (Rates are inclusive of the Department of Information Resources Administrative Fee) Hours, and Total Labor Fee.>

2.2 Travel, Meals, and Lodging Reimbursement

Rates for Services do not include travel, meals, and lodging.

2.3 Payment Type

To the extent allowable by the Contract the Services are provided on a time and materials ("T&M") basis; that is, Customer shall pay Successful Respondent for all of the time spent performing such Services. Successful Respondent will bill for time and materials no more often than once every thirty (30) days. Successful Respondent

acknowledges that Customer is an entity exempt from the imposition and collection of Texas sales taxes under Section 151.309 Texas Tax Code. Any estimate related to the Services performed under this Order Form is intended only to be an estimate for Customer's budgeting and Successful Respondent's resource scheduling purposes. Once fees for Services reach this estimate, Successful Respondent will cooperate with Customer to provide continuing Services on a T&M basis.

2.4 Purchase Order

The purchase order will reference DIR-CPO-TMP-588.

2.5 Purchase Order Number

Purchase Order number. _____ has been provided to Successful Respondent as of execution date of this Order Form.

2.6 Invoicing

All fees will be invoiced monthly and will be payable within thirty (30) days of the receipt of invoice, and in accordance with Chapter 2251, Texas Government Code.

2.7 Customer Billing Accounts Payable Contact/Mail Invoices To:

Name:

Address:

Telephone:

Fax:

E-mail:

3 PROJECT INFORMATION

3.1 Customer Facility Location

Name:

Address:

3.2 <Successful Respondent> Contact Information

Name:

Address:

Telephone:

Fax:

E-mail:

3.3 Customer Project Manager/Contact Information

Name:

Address:

Telephone:

Fax:

E-mail:

3.4 Successful Respondent Contract Manager/Contact Information

Name:

Address:

Telephone:

Fax:

E-mail:

(Insert Customer Name:)

By: _____

Name (Print): _____

Title: _____

Effective Date: _____

<Successful Respondent>

By: _____

Name (Print): _____

Title: _____

DIR-CPO-TMP-588 Appendix X

MASTER LEASE AGREEMENT

1 SCOPE

- A. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Equipment described on each Supplementary Schedule ("Schedule"), which is a separate agreement executed from time to time by Lessor and Lessee and makes specific reference to this Master Lease Agreement ("MLA"). The terms and conditions contained herein shall apply to each Schedule that is properly executed in conjunction with this MLA and made subject to such terms and conditions as if a separate MLA were executed for each Schedule by the Lessee. Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or given any legal or management advice to the Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with the Lessor to satisfy individual procurements, such terms shall be developed by the Lessor and Lessee and stated within a Rider to the MLA or the Schedule. To the extent that any of the provisions of the MLA conflict with any of the terms contained in any Schedule, the terms of the Schedule shall control. It is expressly understood that the term "Equipment" shall refer to the Products and any related Services as allowed within said Contract number {{ContractNumber}}, as described on a Schedule and any associated items therewith, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, all documentation (technical and/or user manuals), operating system and application software as needed.
- B. If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Equipment for its own use, DIR is not a party to any Schedule executed under this MLA and is not responsible for Rents, payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or the Lessor or both of them arising from the use of this MLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 of this MLA.
- C. Any reference to "MLA" shall mean this Agreement, including the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement by DIR and Lessor.

- D. As to conditions precedent to Lessor's obligation to purchase any Equipment, (i) Lessee shall accept the MLA terms and conditions as set forth herein and execute all applicable documents such as the Schedule, the Acceptance Certificate, Opinion of Counsel, and any other documentation as may be required by the Lessor that is not in conflict with this MLA, and (ii) there shall be no material adverse change in Lessee's financial condition except as provided for within Section 7 of this MLA.

2 TERM OF MLA

The term of this MLA shall commence on the last date of approval by DIR and Lessor of Amendment Number XXX (XX) and shall continue until (i) the obligations of Lessee under every Schedule are fully discharged, (ii) the full and final expiration date of the Contract, or (iii) either party exercises their termination rights as stated within Appendix A, Section 11B of the Contract. In regards to either the Contract expiration date or Contract termination date or the termination of this MLA, before all obligations of Lessee under every Schedule are fully discharged, such Schedules and such other provisions of the Contract and this MLA as may be necessary to preserve the rights of the Lessor or Lessee hereunder shall survive said termination or expiration.

3 TERM OF SCHEDULE

The term for each Schedule, executed in conjunction to this MLA, shall commence on the date of execution of an Acceptance Certificate by the Lessee or twenty (20) days after the delivery of the last piece of Equipment to the Lessee ("Commencement Date"), and unless earlier terminated as provided for in the MLA, shall continue for the number of whole months or other payment periods as set forth in the applicable Schedule Term, commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Schedule Term may be earlier terminated upon: (i) the Non-appropriation of Funds pursuant to Section 7 of this MLA, (ii) an Event of Loss pursuant to Section 18 of this MLA, or (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 of this MLA.

4 ADMINISTRATION OF MLA

- A. For requests involving the leasing of Equipment, each potential Lessee will submit its request directly to the Lessor. Lessor shall apply the then current Equipment pricing discounts as stated within the Contract or the price as agreed upon by Lessee and Lessor, whichever is lower. Lessor shall submit the lease proposal and all other applicable documents directly to the potential Lessee and negotiate the Schedule terms directly with the potential Lessee.

- B. All leasing activities in conjunction to this MLA shall be treated as a "purchase sale" in regards to the requirements of the Lessor to report the sale and make payment of the DIR administrative fee as defined within Section 6 of the Contract.
- C. Upon agreement by Lessor and Lessee on pricing, availability and the like, Lessee may issue a purchase order in the amount indicated on the Schedule to Lessor for the Equipment and reference said Contract number {{ContractNumber}} on the purchase order. Any pre-printed terms and conditions on the purchase order submitted by the Lessee shall not be effective with respect to the lease of Equipment hereunder. Rather, the terms and conditions of this MLA and applicable Schedule terms and conditions shall control in all respects.
- D. Nothing herein shall require the Lessor to use this MLA exclusively with Lessees. Further, this MLA shall not constitute a requirements Agreement and Lessor shall not be obligated to enter into any Schedule for the lease of Equipment with any Lessee.

5 RENT PAYMENTS

- A. During the Schedule Term and any renewal terms, Lessee agrees to pay Lessor Rent Payments. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth (1/30) of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is \$3,000 and the Scheduled Commencement date is the 15th of the month, a payment of \$1,500 will be made.
- B. Any amounts received by Lessor from the Lessee in excess of Rent Payments and any other sums required to be paid by the Lessee shall be held as non-interest bearing security for Lessee's faithful performance under the conditions of this MLA and any Schedule. All Rent Payments shall be paid to the Lessor at the address stated on the Schedule or any other such place as the Lessor or its assigns may hereafter direct to the Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to the Lessor. Any sum received by the Lessor later than ten (10) business days after its due date will bear interest from such due date at the rate of one-percent (1%) per month (or the maximum rate allowable by law, if less) until paid. Late charges, attorney's fees and

other costs or expenses necessary to recover Rent Payments and any other amounts owed by Lessee hereunder are considered an integral part of this MLA.

- C. Each Schedule is a net lease and except as specifically provided herein, Lessee shall be responsible for all costs and expenses arising in connection with the Schedule or Equipment. Lessee acknowledges and agrees, except as specifically provided for in Section 7 of this MLA, that its obligation to pay Rent and other sums payable hereunder, and the rights of Lessor and Lessor's assignees, shall be absolute and unconditional in all events, and shall not be abated, reduced or subject to offset or diminished as a result of any event, including without limitation damage, destruction, defect, malfunction, loss of use, or obsolescence of the Equipment, or any other event, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims Lessee may have against Lessor, Lessor's assigns, the manufacturer, vendor, or maintainer of the Equipment, or any person for any reason whatsoever.
- D. "Price" shall mean the actual purchase price of the Equipment. Rent Payments shall be adjusted proportionately downward if the actual price of the Equipment is less than the estimate (original proposal), and the Lessee herein authorizes Lessor to adjust the Rent Payments downward in the event of the decrease in the actual Equipment price. However, in the event that the Equipment price is more than the estimate (original proposal), the Lessor may not adjust the Rent Payment without prior written approval of the Lessee.

6 LIENS AND TAXES

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, except those in favor of Lessor or its assigns, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment. Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon receipt of an accurate invoice, as an additional sum payable under this MLA, or shall pay directly if so requested by Lessor, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, from which the Lessee is not exempt, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the Equipment or the Rent Payments, excluding all taxes computed upon the net income of Lessor. Any tax statement received by the Lessor, for taxes payable by the Lessee, shall be promptly forwarded by the Lessor to the Lessee for payment.

7 APPROPRIATION OF FUNDS

- A. This paragraph applies only to Lessees designated as state agencies defined in Section 2054.003, Texas Government Code, including institutions of higher education as defined in Texas Education Code, Section 61.003 and those state agencies utilizing a DIR contract

through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

- B. Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of Lessee beyond the Fiscal Period first in effect at the Commencement of the Schedule Term, Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be so terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in the Equipment will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas beyond the Fiscal Period for which sufficient funds have been appropriated to pay Rent hereunder.
- C. This paragraph applies only to Lessees designated as local government entities. Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated for Lessee to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule)

of the Lessee beyond the Fiscal Period first in effect at the commencement of the Schedule Term, the Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period first in effect at the commencement of the Schedule Term will cease, all interests of Lessee in the Asset(s) will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term.

8 SELECTION OF EQUIPMENT

The Equipment is the size, design, capacity and manufacture selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor. No representation by the manufacturer or a vendor shall in any way affect Lessee's duty to pay Rent and perform its other obligations hereunder. Each Schedule is intended to be a "finance lease" as defined in Article 2A of the Uniform Commercial Code. Lessor has acquired or will acquire the Equipment in connection with this MLA. Lessor shall not be liable for damages for any reason, for any act or omission of the supplying manufacturer. Lessor agrees, to the extent they are assignable, to assign the Lessee, without recourse to Lessor, any warranties provided to Lessor with respect to the Equipment during the Term of the applicable Schedule. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any of the Equipment to remain in useful condition for the Schedule Term, nor the loss of possession or the right of possession of the Equipment or any part thereof by the Lessee, shall relieve Lessee from the obligations under this MLA or Schedule Term. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of the Lessor and not be deemed a fixture whether or not it becomes attached to any real property of the Lessee. Any labels supplied by Lessor to Lessee, describing the ownership of the Equipment, shall be affixed by Lessee upon a prominent place on each item of Equipment.

9 INSPECTION AND ACCEPTANCE

Promptly upon delivery of the Equipment, Lessee will inspect and test the Equipment, and not later than ten (10) business days following the Commencement Date, Lessee will execute and deliver either (i) an Acceptance Certificate, or (ii) written notification of any defects in the Equipment. If Lessee has not given notice within such time period, the Equipment shall be conclusively deemed accepted by the Lessee as of the tenth (10th) business day. Lessor, its assigns or their agents, shall be permitted free access at reasonable times authorized by the Lessee, the right to inspect the Equipment.

10 INSTALLATION AND DELIVERY; USE OF EQUIPMENT; REPAIR AND MAINTENANCE

- A. All transportation, delivery, and installation costs associated with the Equipment shall be borne by the Lessee. Lessor is not and shall not be liable for damages if for any reason the manufacturer of the Equipment delays the delivery or fails to fulfill the order by the Lessee's desired timeframe. Any delay in delivery by the manufacturer shall not affect the validity of any Schedule. Lessee shall provide a place of installation for the Equipment, which conforms to the requirements of the manufacturer and Lessor.
- B. Subject to the terms hereof, Lessee shall be entitled to use the Equipment in compliance with all laws, rules, and regulations of the jurisdiction wherein the Equipment is located and will pay all cost, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee agrees to solely use the Equipment in the conduct of Lessee's business. Lessee agrees, at its expense, to obtain all applicable permits and licenses necessary for the operation of the Equipment, and keep the Equipment in good working order, repair, appearance and condition (reasonable wear and tear is acceptable). Lessee shall not use or permit the use of the Equipment for any purpose, which according to the specification of the manufacturer, the Equipment is not designed or reasonably suited. Lessee shall use the Equipment in a careful and proper manner and shall comply with all of the manufacturer's instructions, governmental rules, regulations, requirements, and laws, and all insurance requirements, if any, with regard to the use, operation or maintenance of the Equipment.
- C. Lessee, at its expense, shall take good and proper care of the Equipment and make all repairs and replacements necessary to maintain and preserve the Equipment and keep it in good order and condition. Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each unit of Equipment. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall pay all costs to install and dismantle the Equipment. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Equipment

without the prior written consent of Lessor, except for additions or attachments to the Equipment purchased by Lessee from the original supplier of the Equipment or any other person approved by Lessor. If Lessee desires to lease any such additions or attachments, Lessee hereby grants to Lessor the right of first refusal to provide such lease financing to Lessee for such items. Subject to the provisions of Section 13B of this MLA, Lessee agrees to restore the Equipment to Return Condition prior to its return to the Lessor.

11 RELOCATION OF EQUIPMENT

Lessee shall at all times keep the Equipment within its exclusive possession and control. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may move the Equipment to another location of Lessee within the continental United States, provided (i) Lessee is not in default on any Schedule, (ii) Lessee executes and causes to be filed at its expense such instruments as are necessary to preserve and protect the interests of Lessor and its assigns in the Equipment, (iii) Lessee pays all costs of, and provides adequate insurance during such movement, and (iv) Lessee pays all costs otherwise associated with such relocation. Notwithstanding the foregoing, Lessee may move the Equipment to another location within Texas without notification to, or the consent of, Lessor. Provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Equipment at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Equipment, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Equipment.

12 OWNERSHIP

The Equipment shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Equipment except a leasehold interest as provided for herein. Lessee agrees that the Equipment shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of the Lessor. Upon request, Lessee will enter into any and all agreements necessary to ensure that the Equipment remain the personal property of Lessor.

13 PURCHASE AND RENEWAL OPTIONS; LOCATION AND SURRENDER OF EQUIPMENT

- A. Not less than ninety (90) days prior to the expiration of the initial Schedule Term Lessor shall notify Lessee of options for continued use of Equipment. Lessee shall have the option to: (i) renew the Schedule as to all but not less than all of the Equipment, or (ii) purchase all but not less than all of the Equipment for cash or by the Lessor's acceptance

of a purchase order from Lessee upon the last business day on or prior to the expiration of the Schedule Term thereof for a price equal to the amount set forth in the Schedule. If the Fair Market Value (FMV) Purchase Option was selected on the Schedule, the FMV shall be determined on the basis of and shall be equal in amount to, the value which would be obtained in an arms-length transaction between an informed and willing buyer-user (other than a used equipment dealer), who would be retaining the Equipment as part of its current operations, in continuing and consistent use, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. If Lessee desires to exercise either option, it shall give Lessor irrevocable written notice of its intention to exercise such option at least sixty (60) days (and not more than 180 days) before the expiration of such Schedule Term. In the event that Lessee exercises the purchase option described herein, upon payment by Lessee to Lessor of the purchase price for the Equipment, together with all Rent Payments and any other amounts owing to Lessor hereunder, Lessor shall transfer to Lessee without any representation or warranty of any kind, express or implied, title to such Equipment. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF LESSEE FAILS TO NOTIFY LESSOR OF ITS INTENT WITH RESPECT TO THE EXERCISE OF THE OPTIONS DESCRIBED IN THIS SECTION 13 WITHIN THE TIME FRAMES CONTEMPLATED HEREIN, THE INITIAL SCHEDULE TERM SHALL BE TERMINATED ON THE DATE AS STATED IN THE SCHEDULE.

- B. The Equipment shall be delivered to and thereafter kept at the location specified in the Schedule and shall not be removed therefrom without Lessor's prior written consent and in accordance with Section 11 of this MLA. Upon the expiration, early termination as provided herein, or upon final termination of the Schedule, upon at least ninety (90) days prior written notice to Lessor, Lessee at its cost and expense, shall immediately disconnect, properly package for transportation and return all (not part) of the Equipment (including, without limitation, all service records and user manuals), freight prepaid, to Lessor in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the Equipment ("Return Condition"), reasonable wear and tear excepted. Lessee shall, at Lessor's request, affix to the Equipment, tags, decals or plates furnished by Lessor indicating Lessor's ownership and Lessee shall not permit their removal or concealment. Lessee shall return the Equipment to Lessor at a location specified by Lessor, provided, however, such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. If the Equipment is not in Return Condition, Lessee shall remain liable for all reasonable costs required to restore the Equipment to Return Condition. Lessee shall arrange and pay for the de-installation and packing of the Equipment and the de-installation shall be performed by

manufacturer-certified technicians, approved by Lessor and the Lessor shall have the right to supervise and direct the preparation of the Equipment for return. IF, UPON TERMINATION OR EXPIRATION OF THE SCHEDULE FOR ANY REASON, LESSEE FAILS OR REFUSES FORTHWITH TO RETURN AND DELIVER THE EQUIPMENT TO LESSOR, LESSEE SHALL REMAIN LIABLE FOR ANY RENT PAYMENTS ACCRUED AND UNPAID WITH RESPECT TO ALL OF THE EQUIPMENT ON THE SCHEDULE AND SHALL PAY RENT UP TO THE DATE THAT THE EQUIPMENT IS RETURNED TO THE ADDRESS SPECIFIED BY LESSOR. Notwithstanding the foregoing, Lessor shall have the right, without notice or demand, to enter Lessee's premises or any other premises where the Equipment may be found and to take possession of and to remove the Equipment, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Equipment. As an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the constitution and laws of the State of Texas, Lessee's obligation to return Equipment may, at Lessor's option, be specifically enforced by Lessor.

14 QUIET ENJOYMENT

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment provided that an Event of Default (as hereinafter defined in Section 23 of the MLA) has not occurred.

15 WARRANTIES

Lessor and Lessee acknowledge that manufacturer Equipment warranties, if any, inure to the benefit of the Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer of the Equipment and shall not pursue any such claim against Lessor. Lessee shall continue to pay Lessor all amounts payable under any Schedule under any and all circumstances.

16 NO WARRANTIES

LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR LICENSOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT OR ANY UNIT THEREOF. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE CLAIM AGAINST LESSOR FOR BREACH OF ANY EQUIPMENT WARRANTY OF ANY KIND WHATSOEVER; AND WITH RESPECT TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER, OR BY THE USE OR MAINTENANCE THEREOF, OR BY THE REPAIRS, SERVICE OR ADJUSTMENT THERETO OR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEROF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED WITHOUT IN ANY WAY IMPLYING THAT ANY SUCH WARRANTY EXISTS AND WITHOUT INCREASING ITS LIABILITY HEREUNDER, TO ASSIGN TO LESSEE UPON LESSEE'S REQUEST THEREFOR ANY WARRANTY OF A MANUFACTURER OR LICENSOR OR SELLER RELATING TO THE EQUIPMENT THAT MAY HAVE BEEN GIVEN TO LESSOR.

17 INDEMNIFICATION

- A. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee shall indemnify, protect, save and hold harmless Lessor, its agents, servants and successors from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses and attorney's fees, of whatsoever nature, arising out of the use, misuse, condition, repair, storage, return or operation (including, but not limited to, latent and other defects, whether or not discoverable by it) of any unit of Equipment, regardless of where, how and by whom operated, and arising out of negligence (excluding the gross negligence or willful misconduct of Lessor). Lessee is liable for the expenses of the defense or the settlement of any suit or suits or other legal proceedings brought to enforce any such losses, damages, injuries, claims, demands, and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of the MLA or a Schedule whether by expiration of time, by operation of law or otherwise. With respect to Lessor, Lessee is an independent contractor, and nothing contained herein authorizes Lessee or any other

person to operate the Equipment so as to impose or incur any liability or obligation for or on behalf of Lessor.

- B. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR individually and collectively assume all risks and liabilities with respect to any claim made by any third party that the lease arrangements herein are not authorized by law. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR agree to indemnify, save and hold harmless Lessor from any and all such claims and all expenses incurred in connection with such claims or to defend against such claims, including without limitation any judgments by a court of competent jurisdiction or settlement or compromise with such claimant.
- C. Lessor is the owner of the Equipment and has title to the Equipment. If any other person attempts to claim ownership of the Equipment by asserting that claim against Lessee or through Lessee, Lessee agrees, at its expense, to protect and defend Lessor's title to the Equipment. Lessee further agrees that it will at all times keep the Equipment free from any legal process, encumbrance or lien whatsoever, and Lessee shall give Lessor immediate notice if any legal process, encumbrance or lien is asserted or made against the Equipment.

18 RISK OF LOSS

- A. Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to any Equipment, whether partial or complete, from any cause whatsoever. In the event of loss, theft, destruction or damage of any kind to any item of Equipment, or if any Equipment is lost stolen, or taken by governmental action for a stated period extending beyond the Term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected Equipment with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV" as hereafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to

present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

- B. In the event of a governmental taking of Equipment for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of the Lessee with respect to such Equipment (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

19 INSURANCE

- A. At its expense, Lessee shall keep the Equipment insured against all risks of loss and damage with companies acceptable to Lessor for an amount equal to the original cost of the Equipment, with Lessor or its assign(s) named as a loss payee. Lessee shall also maintain comprehensive general liability insurance, with Lessor or its assign(s) named as an additional insured. Lessee shall be liable for any loss not covered by insurance. All said insurance shall be in form and amount satisfactory to Lessor. Lessee shall pay the premiums therefor and deliver to Lessor or its assign(s) the certificates of insurance or duplicates thereof or other evidence satisfactory to Lessor or its assign(s) of such insurance coverage. Evidence of such insurance coverage shall be furnished no later than the Schedule Commencement Date of each Schedule and from time to time as Lessor or its assign(s) may request. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policy. Lessee may self-insure with respect to the required coverage.
- B. Further, Lessees that are defined as state agencies in accordance with Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, may self-insure their obligations in this section.

20 REPRESENTATIONS AND WARRANTIES OF LESSEE

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MLA and each Schedule between Lessor and Lessee:

- A. Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined

in Texas Education Code, Section 61.003) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

- B. Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding agreement of Lessee, enforceable in accordance with its terms;
- C. No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;
- D. The entering into and performance of any Schedule between Lessor and Lessee, the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of the Lessee or on the Equipment leased under any Schedule between Lessor and Lessee pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;
- E. To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MLA or any Schedule between Lessor and Lessee;
- F. The use of the Equipment is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and
- G. Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21 REPRESENTATION AND WARRANTIES OF DIR

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MLA:

- A. DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided the Lessee or the Lessor with any legal or management advice regarding the MLA or any Schedule executed pursuant thereto;

- B. This MLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding Agreement of DIR, enforceable in accordance with its terms;
- C. No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MLA;
- D. The entering into and performance of the MLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Equipment pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;
- E. To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MLA;
- F. DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract;
- G. Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law; and
- H. DIR is a government agency subject to the Texas Public Information Act. Lessor acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney Generals' office concerning this Act.

22 REPRESENTATIONS AND WARRANTIES OF LESSOR

- A. Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;
- B. The MLA and each Schedule executed in conjunction to this MLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;
- C. No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MLA or any Schedule;
- D. The entering into and performance of the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or

other encumbrance upon the assets of the Lessor, including Equipment leased under the MLA and Schedules thereto, pursuant to any instrument to which the Lessor is a party or by which it or its assets may be bound; and

- E. To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MLA or any Schedule.

23 DEFAULT

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable; (b) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (c) failure by Lessee to perform or observe any other term, covenant or condition of this MLA, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; (d) insolvency by Lessee; (e) Lessee's filing of any proceedings commencing bankruptcy or the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (f) subjection of a substantial part of Lessee's property or any part of the Equipment to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (g) any representation or warranty made by Lessee in this MLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment being or becoming untrue in any material respect.

24 REMEDIES

- A. Upon the occurrence of an "Event of Default" and at any time thereafter Lessor may, in its sole discretion, do any one or more of the following: (i) After giving fifteen (15) days prior written notice to Lessee of default, during which time Lessee shall have the opportunity to cure such default, terminate any or all Schedules executed by Lessor and the defaulting Lessee; (ii) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule and/or recover damages, including all of Lessor's economic loss for the breach thereof; (iii) whether or not the Schedule is terminated, upon notice to Lessee, take possession of the Equipment wherever located, without demand, liability, court order or other process of law, and for such purposes Lessee, to the extent authorized by Texas law, hereby authorizes Lessor, its assigns or the agents of either to enter upon the

premises where such Equipment is located or cause Lessee, and Lessee hereby agrees, to return such Equipment to Lessor in accordance with the requirements of Section 13 of the MLA; (iv) by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of (a) the present value of the Rent owed from the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Equipment is not returned to or repossessed by Lessor, the present value of the estimated in-place fair market value of the Equipment at the end of the Schedule Term as determined by Lessor, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis; (b) all Rent and other amounts due and payable on or before the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee; and (c) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and (d) interest on (a) and (b) from the date of default at 1 ½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (c) from the date Lessor incurs such fees, costs or expenses.

- B. Upon return or repossession of the Equipment, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Equipment, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Equipment, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Equipment shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Equipment shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at the Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Equipment, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

- C. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.
- D. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

25 NOTICES AND WAIVERS

All notices relating to this MLA shall be delivered to DIR or the Lessor as specified within Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed certified or registered to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes. This MLA and those Schedules in conjunction hereof are a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). A waiver of a specific Default shall not be a waiver of any other or subsequent Default. No waiver of any provision of this MLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the Lessor. No failure on the part of Lessor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26 ASSIGNMENT BY LESSOR; ASSIGNMENT OR SUBLEASE BY LESSEE

- A. Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MLA, any Schedule and/or any Equipment; and/or (iii) sell or transfer its title and interest as owner of the Equipment and/or as Lessor under any Schedule; and DIR and each Lessee leasing Equipment under the MLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MLA. Each Lessee leasing Equipment through Schedules under this MLA and DIR hereby consent to such Assignments and agree to execute and deliver

promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Each Lessee leasing Equipment through Schedules under this MLA and DIR acknowledge that the assigns do not assume Lessor's obligations hereunder and agree to make all payments owed to the assigns without abatement and not to assert against the assigns any claim, defense, setoff or counterclaim which DIR or the Lessee(s) may possess against the Lessor or any other party for any other reason. Lessor shall remain liable for performance under the MLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

- B. LESSEE WILL NOT SELL, ASSIGN, SUBLET, PLEDGE OR OTHERWISE ENCUMBER, OR PERMIT A LIEN TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE, OR THE EQUIPMENT, OR REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ON THE SCHEDULE, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT EXCEPT AS PROVIDED IN SECTION 11 OF THIS MLA. LESSOR MAY ASSIGN ITS INTEREST IN THIS LEASE AND SELL OR GRANT A SECURITY INTEREST IN ALL OR ANY PART OF THE EQUIPMENT WITHOUT LESSEE'S CONSENT. LESSEES THAT ARE STATE AGENCIES, WITHOUT WAIVING THE DOCTRINE OF SOVEREIGN IMMUNITY AND IMMUNITY FROM SUIT, AND ONLY AS MAY BE AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AGREE THAT IN ANY ACTION BROUGHT BY AN ASSIGNEE AGAINST LESSEE TO ENFORCE LESSOR'S RIGHTS HEREUNDER, LESSEE WILL NOT ASSERT AGAINST SUCH ASSIGNEE AND EXPRESSLY WAIVES AS AGAINST ANY ASSIGNEE, ANY BREACH OR DEFAULT ON THE PART OF LESSOR HEREUNDER OR ANY OTHER DEFENSE, CLAIM OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR EITHER HEREUNDER OR OTHERWISE. NO SUCH ASSIGNEE SHALL BE OBLIGATED TO PERFORM ANY OBLIGATION, TERM OR CONDITION REQUIRED TO BE PERFORMED BY LESSOR HEREUNDER.** Without the prior written consent of Lessor, DIR shall not assign, sublease, transfer, pledge or hypothecate the Master Lease Agreement; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the contract to another state agency.

27 DELIVERY OF RELATED DOCUMENTS

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance; (b) Opinion of Counsel; (c) proof of self-insurance

acceptable to Lessor; (d) Financial Statements; (e) Incumbency Certificate; and (f) Other documents as reasonably required by Lessor.

28 LESSEE'S WAIVERS

To the extent permitted by applicable law, Lessee hereby waives the following rights and remedies conferred upon Lessee by the Uniform Commercial Code: to (i) cancel any Schedule under the MLA; (ii) repudiate any Schedule; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breach of warranty by the manufacturer; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under any Schedule; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for the Equipment due from Lessor; (x) recover any special, punitive, incidental or consequential damages, for any reason whatsoever. Lessee agrees that any delay or failure to enforce Lessor's rights under this MLA or a Schedule does not prevent Lessor from enforcing any rights at a later time.

29 SECURITY INTEREST AND UCC FILINGS

To secure payments hereunder, Lessor reserves and Lessee hereby grants to Lessor a continuing security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereof. When all of the Lessee's obligations under this MLA and respective Schedules have been fully paid and satisfied, Lessor's security interest shall terminate. Nothing contained herein shall in any way diminish Lessor's right, title, or interest in or to the Equipment. Lessor and Lessee agree that a reproduction of this MLA and/or any associated Schedule may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code ("UCC"). Lessee hereby appoints Lessor, its agents, successors or assigns its true and lawful attorney-in-fact for the limited purpose of executing and filing on behalf of Lessee any and all UCC Financing Statements which in Lessor's sole discretion are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions. Lessee shall execute or obtain and deliver to Lessor, upon Lessor's request, such instruments, financing statements and assurances, as Lessor deems necessary or advisable for the protection or perfection of this Lease and Lessor's rights hereunder and will pay all costs incident thereto.

30 MISCELLANEOUS

- A. **Applicable Law and Venue.** The MLA and each Schedule SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of a dispute between the parties, exclusive venue for any legal action shall be in the state court where Lessee has its principal office or where the Equipment is located, with the

following exception: if a Lessee is designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, then exclusive venue shall be in the state district court of Travis County, Texas.

- B. Counterpart. Only original counterpart No. 1 of each Schedule shall be deemed to be an "Original" for chattel paper purposes under the Uniform Commercial Code. Any and all other counterparts shall be deemed to be a "Copy". NO SECURITY INTEREST IN THIS MLA, IN ANY SCHEDULE, OR IN ANY OF THE EQUIPMENT MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS MLA ALONE OR OF ANY "COPY" OF THE SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE "ORIGINAL" COUNTERPART OF THE SCHEDULE INCORPORATING THIS MLA BY REFERENCE.
- C. Suspension of Obligations of Lessor. Prior to delivery of any Equipment, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control.
- D. Severability. In the event of any provision of this MLA or any Schedule shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree that such provision shall be ineffective without invalidating the remaining provisions thereof.
- E. Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Equipment, other than as set forth in this MLA and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MLA and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MLA and Contract Number DIR-CPO-XXX and that both contain the entire agreement between them. Neither this MLA nor any Schedule may be altered, modified, terminated, or discharged except by a writing signed by the party against whom enforcement of such action is sought.
- F. Headers. The descriptive headings hereof do not constitute a part of any Schedule and no inferences shall be drawn therefrom.
- G. Language context. Whenever the context of this MLA requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and whenever the word Lessor is used herein, it shall include all assignees of Lessor.

H. Lessor Certifications. Lessor certifies that:

1. it has not given, offered to give, and does 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 this MLA and/or any Schedules executed hereunder;
2. it 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, Texas Family Code and acknowledges this MLA may be terminated and payment withheld if this certification is inaccurate;
3. neither it , nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
4. it has not received payment from DIR, Lessee or any of their employees for participating in the preparation of this MLA and the Schedule(s) hereunder;
5. during the term of this MLA, it will not discriminate unlawfully against any employee or applicant and that, upon request it 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,
6. under Section 2155.004, Texas Government Code, the Lessor certifies that the individual or business entity named in this MLA is not ineligible to receive the specified MLA and acknowledges that this MLA may be terminated and payment withheld if this certification is inaccurate;
7. to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the MLA;
8. Lessor 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;
9. as of the effective date of the MLA, are not listed in the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",

published by the United States Department of the Treasury, Office of Foreign Assets Control;

10. to the extent applicable to this scope of this MLA, Lessor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;
11. Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;
12. agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;
13. Lessor agrees that any payments due under this MLA will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
14. Lessor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; if Section 669.003 applies, Vendor will complete the following information: Name of Former Executive; Name of State Agency; Position with Vendor and Date of Employment with Vendor.
15. Lessor represents and warrants that the provision of goods and services or other performance under the MLA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the MLA, Lessor certifies it shall disclose for itself and on behalf of subcontractors the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;
16. Lessor represents and warrants that the Lessee's payment to Lessor and Lessor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code;
17. Under Section 2155.006, Government Code, Lessor certifies that the individual or business entity in this MLA is not ineligible to receive the specified MLA and acknowledges that this MLA may be terminated and payment withheld if this certification is inaccurate. In addition, Lessor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the MLA;

and (xviii) Lessor certifies that it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures.. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

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

- I. Dispute Resolution. The following paragraph applies only to Lessees designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter. To the extent that Chapter 2260 of the Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260, and rules promulgated there under shall be used by the Lessee and Lessor to attempt to resolve any claim for breach of agreement made by Lessor.

- J. Sovereign Immunity. Nothing herein shall be construed to waive the State's sovereign immunity.

31 AMENDMENTS

The terms and conditions of this MLA may be amended only by written instrument executed by the Lessor and DIR.

DIR-CPO-TMP-588 Appendix X
MASTER OPERATING LEASE AGREEMENT

1 DEFINITIONS

Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

- A. "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).
- B. "Contract" refers to DIR Contract number {{ContractNumber}} into which this Appendix is incorporated.
- C. "Event of Default" is defined in Section 23, "Default."
- D. "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.
- E. "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.
- F. "Lease" means the financing transaction described in this MOLA.
- G. "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), Texas Government 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, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code.
- H. "Lessor" means the Vendor identified in the Contract.
- I. "MOLA" means this Master Operating Lease Agreement. Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time

to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

- J. "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.
- K. "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee, applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.
- L. "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.
- M. "Software" refers to the computer programs specifically identified on the applicable Schedule.
- N. "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2 LEASE

- A. Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.
- B. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.
- C. In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to

be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

- D. Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule . To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.
- E. If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3 TERM OF MOLA

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4 TERM OF SCHEDULE

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10, . Unless earlier terminated as provided for herein, the Schedule shall continue

for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware . Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations . The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5 ADMINISTRATION OF MOLA

- A. When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee .
- B. With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.
- C. Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be

effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects .

- D. Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6 RENT PAYMENTS

- A. During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is \$3,000 and the Scheduled Commencement date is the 15th of the month, a payment of \$1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.
- B. Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.
- C. Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated,

reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7 LIENS

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8 APPROPRIATION OF FUNDS

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder . Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained . Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid . Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination . All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond

the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9 ASSIGNMENT OF WARRANTIES

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10 INSPECTION AND ACCEPTANCE

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11 INSTALLATION AND DELIVERY; USE OF ASSETS; REPAIR AND MAINTENANCE

- A. Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.
- B. Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.
- C. Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request . Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor .

12 RELOCATION OF HARDWARE AND SOFTWARE

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another

location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software .

13 TAXES

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14 OWNERSHIP

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement . Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15 OPTION TO EXTEND; SURRENDER OF HARDWARE AND SOFTWARE ASSETS

- A. Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%)

of its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

- B. Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessee's reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly

waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

16 QUIET ENJOYMENT

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17 WARRANTIES REGARDING THE ASSETS

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18 NO WARRANTIES BY LESSOR REGARDING THE ASSETS

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19 RISK OF LOSS

- A. Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever . Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule . If an Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor . The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.
- B. In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue . So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20 REPRESENTATIONS AND WARRANTIES OF LESSEE

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

- A. Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

- B. Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;
- C. No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;
- D. The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;
- E. To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;
- F. The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and
- G. Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21 REPRESENTATION AND WARRANTIES OF DIR

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

- A. DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

- B. This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;
- C. No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;
- D. The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;
- E. To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;
- F. DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and
- G. Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22 REPRESENTATIONS AND WARRANTIES OF LESSOR

Lessor represents and warrants for the benefit of DIR and each Lessee:

- A. Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;
- B. The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;
- C. No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;
- D. The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any

breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

- E. To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;
- F. Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23 DEFAULT

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24 REMEDIES

A. Lessor's Remedies.

- 1. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:
 - a) after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure

such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

- b) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;
- c) after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;
- d) by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:
 - I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;
 - II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and
 - III. interest on (I) from the date of default at 1½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

2. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable . Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee . Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor . Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.
 3. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder . No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.
 4. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.
- B. Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover

damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

- C. Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25 NOTICES AND WAIVERS

- A. All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof . DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.
- B. A waiver of a specific default shall not be a waiver of any other or subsequent default . No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party . No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26 ASSIGNMENT BY LESSOR; ASSIGNMENT OR SUBLEASE BY LESSEE

- A. Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and

Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

- B. Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27 DELIVERY OF RELATED DOCUMENTS

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28 MISCELLANEOUS

- A. Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.
- B. Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions

of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Attachment 1 to the Master Operating Lease Agreement

Financial Disclosure Summary

Lease Rate Factor(s):	Response	Notes
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	Response	Notes
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	

Lease Rate Factor(s):	Response	Notes
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passess invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	Response	Notes
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	
If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		
Are negotiated extensions FMV based?	☐ Yes ☐ No	

Lease Rate Factor(s):	Response	Notes
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	Response	Notes
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	

Lease Rate Factor(s):	Response	Notes
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		
What is the cost for data sanitization?		
What is the cost for on-site data destruction?		



TEXAS DEPARTMENT OF INFORMATION RESOURCES

Marketing Engagement Questions and Answers

PRE-SOLICITATION NOTICE:	DIR-CPO-TMP-588

If you should have any questions regarding this Pre-Solicitation Notice, please contact:

Thuvan Huynh
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Email: thuvan.huynh@dir.texas.gov

Notice is given to Respondents desiring to submit a response to the upcoming solicitation described in the above referenced pre-solicitation notice of the following:

This is the Marketing Engagement Questions and Answers for the pre-solicitation notice for **Education Information Technology (I.T.) Products and Related Services**, future Solicitation No. DIR-CPO-TMP-588. It contains the answers to vendor questions received, the Market Engagement Event Slides (Attachment A), the Market Engagement event Attendee List (Attachment B), and the Marketing Engagement Event Video link:

<https://youtu.be/GAt6td43ccU>

NOTE: DIR is now offering Accessibility Training for vendors; you can register by emailing statewideaccessibility@dir.texas.gov.

Question and Answer Document

The following table outlines the questions submitted by vendors during the Market Engagement Event and Department of Information Resources' (DIR) response to questions.

	Subject	Vendor Question	DIR Answer
1.	General	Good Morning - Will this presentation be recorded and dispersed to us ?	Yes, DIR will be posting the slide deck, recording link, answers to questions, and Zoom attendance list on the ESBD under the pre-solicitation notice. The recorded event can also be viewed on our YouTube channel, https://youtu.be/GAt6td43ccU
2.	General	Slides not advancing . Still on Introduction of Speakers and Staff?	This was addressed in the live meeting and resolved.
3.	General	Who are the End users of the IT Product, Are they K12 Staff, Parents and Students?.	DIR contracts are used by state and local government, public education (K-12 and Higher Education), other public entities in Texas, as well as public entities outside of the state. Please refer to the following for additional information regarding DIR's Eligible Customers: https://dir.texas.gov/it-solutions-and-services/customer-eligibility
4.	General	Is there a Process we should follow to enter into contract into DIR?	To become a DIR vendor, you first need to formally respond to an open solicitation, typically a Request for Offers (RFO) that corresponds to your company's core products and services. DIR has an established procurement process in keeping with guidance from the Texas Comptroller of Public Accounts (CPA) Procurement and Contract Management Guide. Upon evaluation, if your company falls within the competitive range, DIR will enter into negotiations with you and seek to achieve a contract award that serves the State's best interests.
5.	General	Do we have any evaluation criteria for the vendors and partners	Yes, evaluation criteria will be included in the final RFO, once the RFO is posted.

	Subject	Vendor Question	DIR Answer
6.	Accessibility	What is the qualifying PDAA score to win a bid?	There is no "winning" PDAA score. A missing, incomplete, or PDAA with a score of zero will be disqualified. A PDAA with a score of 1+ will be scored on a scale of low, medium, high for an organization's accessibility maturity.
7.	HUB	We are newly HUB certified vendor, is there any form for us too fill out and register for subcontracting opportunities?	We do not have a registration. Please visit the DIR website section on Information on Selling Through DIR. You would need to contact prime vendors for subcontracting opportunities or partnerships.
8.	General	Hello, Are we be able to get a link to this recording. Thanks.	Here is the link to this recording, https://youtu.be/GAt6td43ccU
9.	General	Will these slides be available to us for reference after this meeting?	Yes, DIR will be posting the slide deck, recording link, answers to questions, and Zoom attendance list on the ESBD under the pre-solicitation notice.
10.	General	This RFO has many products, solutions and services. Do we need to be able to respond to all of it or can we responded to components that we have expertise in or do you want us to partner with others.	Respondents may propose any of the products and related services that are included in the scope of the RFO. Respondents are not required to propose all offerings included in the RFO.
11.	General	Can you please send the slides to us? email: cdb@borelonline.com	DIR will be posting the slide deck, recording link, answers to questions, and Zoom attendance list on the ESBD under pre-solicitation notice. DIR does not send the materials directly to individuals.
12.	HUB	HUB certified org need to submit a sub-contracting plan?	The HUB Subcontracting Plan is a required form for all respondents regardless of your company's HUB status. If you are not planning on subcontracting or utilizing resellers, you will fill out the self-performing section.

	Subject	Vendor Question	DIR Answer
13.	General	How do we know if our bid was rejected or delayed? Would the vendor get an email?	DIR will email Respondents once evaluations are completed and DIR has identified the apparent awardees to indicate whether they are invited to negotiations or not.
14.	HUB	When HUB Certified org uses Non HUB Org as sub contractors, do we need to submit a seperate sub-contracting plan?	No, you will submit one HUB Subcontracting Plan and list all vendors you plan to subcontract with, HUB and non-HUB.
15.	General	We already have a DIR contract for products and services. Can you please explain how this one will be different?	Your current DIR contract may be reaching end-of-life with no remaining renewal options. Please reach out to your designated DIR Contract Manager for information pertaining to a current contract. DIR contracts are awarded under a specific RFO. Scopes of the RFOs are not the same; if the products and related services your company provides meet the scope of this RFO, you are encouraged to respond to this solicitation.

	Subject	Vendor Question	DIR Answer
16.	General	I am new to DIR and State opportunities, how do I navigate through this and what are my chances to get the contract?	To become a DIR vendor, you first need to formally respond to an open solicitation, typically a Request for Offers (RFO) that corresponds to your company's core products and services. DIR has an established procurement process in keeping with guidance from the Texas Comptroller of Public Accounts (CPA) Procurement and Contract Management Guide. Upon evaluation, if your company falls within the competitive range, DIR will enter into negotiations with you and seek to achieve a contract award that serves the State's best interests. Visit https://dir.texas.gov/how-become-vendor for more information. In addition, once the solicitation is posted, DIR will host a pre-solicitation conference for all interested parties which will explain in more detail how to respond to this RFO. In the meantime, please refer to DIR's YouTube channel for an expansive library of videos regarding How to Become a DIR Vendor.
17.	Legal	Please confirm whether the vendors can be outside USA or this is limited to USA	The solicitation will include certain geographic-specific limitations for Respondents.
18.		Will Public Safety DAS be included	Yes
19.	HUB	Can we expect a match making between Primes and subs for this one ?	DIR encourages vendor to contact prime vendors. The attendee list is attached to this posting.

	Subject	Vendor Question	DIR Answer
20.	HUB	And should I be HUB, Woman and minority certified?	Non-HUB vendors are allowed to submit a response. The HSP form includes specific instructions for meeting the Good Faith Effort requirement. Please visit https://comptroller.texas.gov/purchasing/vendor/hub/forms.php for the most current approved copy of the HSP.
21.	General	Hope RFO will contain all the formats to respond	Yes, the RFO will contain all the formats to respond.
22.	General	I see in the requirements, to be eligible for award, a Respondent must be registered and maintain an active registration status with the Texas Secretary of State and its Franchise Tax account status must be in good standing. If we are not currently registered, do we need to register prior to submitting or can we wait to register if we are awarded?	No, you do not need to register prior to submitting; however, you must be registered and maintain an active registration status with the Texas Secretary of State and your Franchise Tax account status must be in good standing to complete the full award process for a contract if you make it through the evaluation process to negotiations.
23.	General	Is there any pre-set number of vendors to be awarded, if so how many and if it is based on categories, offerings, or commodity code?	No, the number of contracts awarded is dependent on the number of responses that make it through the evaluation and negotiation phase.
24.	General	For DIY sector, suppose there is an RFI given. can you restate if these projects require the final products to already exist?	Proposed products must be ready to use; no customization is allowed to the core code of any product being proposed under this RFO.
25.	TX-RAMP	is Tx-Ramp cert requirement, how do I get certified?	TX-RAMP is required for Cloud Computing Services that meet TX-RAMP criteria. The documentation on TX-RAMP and how to become certified can be found at the link below. https://dir.texas.gov/information-security/texas-risk-and-authorization-management-program-tx-ramp

	Subject	Vendor Question	DIR Answer
26.	General	How can we connect with other vendors for subcontracting?	The attendee list is attached to this posting.
27.	General	Is there a Draft PWS for Pre-DIR-CPO-TMP-588? Where could we find it?	This procurement is for DIR cooperative contracts program. The performance work statement (PWS) is not pertained to this solicitation.
28.	General	how do we find out if the solution in any particular technology or cloud is acceptable such as Azure or AWS or salsforce	That information will be on the final RFO that is expected to be released on March 4, 2024.
29.	General	Is there a minimum company size and tenure required for a startup to work on this master contract / DIY project?	No, however please note that the proposed products must be ready to use, no customization is allowed to the core code of any product being proposed under this RFO.
30.	General	Are references & past performances with education institutions required for this solicitation?	References are required for this solicitation. Details regarding the format and how to submit references will be included in the solicitation posting. Reference should be able to comment on work performed by the Respondent in the past two (2) years.
31.	General	Do you need to have a DIR contract in place to submit for any DIR RFP	This procurement is for DIR cooperative contracts program. DIR is not soliciting the products and services in the upcoming RFO on behalf of DIR.
32.	Legal	We are a US company, but can offer off-shore resources for technology services. Is this acceptable under this cooperative contract?	The solicitation will include certain geographic-specific limitations for Respondents.

	Subject	Vendor Question	DIR Answer
33.	General	Once one DIR contract is awarded to a specific vendor, does the vendor receive the status of "recommended vendor" for future RFOs? Does that allow the vendor access to more RFOs ongoing?	DIR anticipates awarding multiple zero dollar cooperative contracts under the upcoming solicitation. Once a DIR contract is awarded, the Vendor and contract information will be displayed on DIR website as an active contract that DIR customers may then utilize to complete their eligible IT purchases. - Many DIR customers require vendors to have a DIR contract in order to be eligible to respond to their solicitations.
34.	TX-Ramp	TX-Ramp standards same as Fed-Ramp standards?	The Federal Risk and Authorization Management Program (FedRAMP) is a government-wide program that promotes the adoption of secure cloud services across the federal government by providing a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. The Texas Risk and Authorization Management Program (TX-RAMP) provides a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services that process, store, or transmit the data of a state agency.
35.	General	Is the vendor Selection is considered based on the Pricing while the vendor conforms to all the regulatory requirements.	DIR will award one or more contracts based on vendors' evaluation scores within the competitive range. Price is one of the evaluation criteria, and it will have its own weight for this RFO.

	Subject	Vendor Question	DIR Answer
36.	Legal	Do you expect the the vendor's product to be certified with Data Privacy regulations?.	Certain required certifications for vendor products may be identified in the solicitation. However, Respondents should also understand that, in order to respond to certain DIR customer pricing requests, Successful Respondents may be required to comply with additional terms and conditions or certifications, beyond those identified in DIR's solicitation, that an individual customer may require due to state and federal law (e.g., privacy and security requirements).
37.	General	do professional references for individuals when they are working for other large corporations count ?	This RFO is not for Professional or consulting services, therefore, professional references for individuals are not pertinent to this solicitation.

Attachment Documents:

1. Attachment A – Marketing Engagement Event Slides
2. Attachment B – Marketing Engagement Event Attendees List

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

Request for Offer: DIR-CPO-TMP-588

Vendor Marketing Conference

Tuesday, February 13, 2024

10:30 AM (CST)



Texas Department of Information Resources

Transforming How
Texas Government
Serves Texans

dir.texas.gov | [@TexasDIR](https://twitter.com/TexasDIR) | [#DIRisIT](https://twitter.com/TexasDIR)

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



**Theresa Williamson,
HUB Program Manager**



**Thuvan Huynh,
Procurement Lead**



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



**Alexis Jimerson,
Procurement Lead**

Agenda

Scope

DIR Overview

Cooperative Contracts Solicitation Process

Digital Accessibility

HUB Subcontracting Plan (HSP)

Responding to DIR Solicitations

General Information for Vendors

Next Steps

Discussion/Questions

Conference Closing



Questions and Feedback

This event is designed to engage with potential respondents or others that have an interest in the RFO.

Certainly, DIR is sharing information, however, we are also interested in your feedback.

Participants may use the Zoom communication features to:

- Ask questions and seek clarification regarding upcoming RFO scope or solicitation process.
- Provide feedback regarding this upcoming RFO, including current state of the Education Information Technology (I.T.) market or other aspects.
- Enter your suggestions, ideas as well as questions on the Q&A tab





Scope

Thuvan Huynh
Procurement Lead



Scope

The objective of this Request for Offer (RFO) is to solicit Responses from potential Respondents to provide Education Information Technology (I.T.) Products and Related Services to eligible Customers, acting by and through the Department of Information Resources (DIR).

- Re-Soliciting RFO DIR-TSO-TMP-424
- DIR may make multiple awards from this RFO





Market Engagement Goals





Vendor vs. Partner



Vendor

Someone who promotes or exchanges goods or services for money.

- Takes orders
- Is reactive or responsive
- Takes a narrow view
- Provides goods/services/data



Partner

Understands the agency's business needs and works collaboratively – with DIR and other vendor partners – to provide best value to the state of Texas.

- Listens to understand the business need
- Is proactive & makes recommendations
- Sees the whole picture
- Interprets data



DIR is Looking for Partners

- ✓ **Who understand** DIR customers' needs and offer best value solutions.
- ✓ **Who offer solutions and delivery methods** that meet next-generation customer demands.
- ✓ **Who can deliver** on that understanding through offerings to contribute to overall success – for DIR, its customers, and partners.



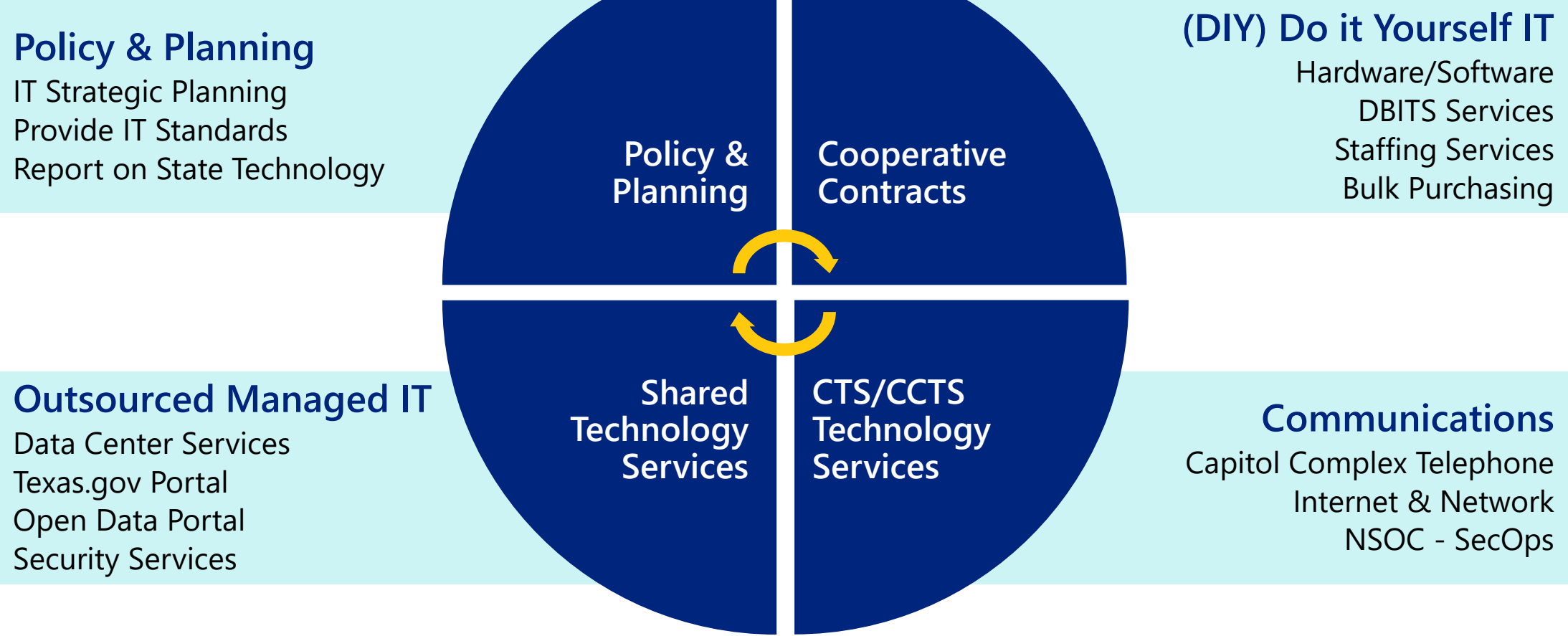
DIR Overview

Alexis Jimerson
COOP Procurement Team





DIR Service Delivery





Eligible DIR Cooperative Contracts Program Customers



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**Texas State Agencies and
Institutions of Higher Ed**



6200⁺

Local Government

- Cities
- Counties
- Public School Districts
- Municipalities
- Junior College Districts
- Special Purpose Districts

Other Organizations

- Assistance Organizations
- Electric Reliability Council of Texas (ERCOT)
- Lower Colorado River Authority (LCRA)
- Private Schools
- Private or Independent Institutions of Higher Education
- Volunteer Fire Department
- Public entities outside Texas
- Public Safety Entities
- Hospitals



Cooperative Contracts Benefits



Create Savings

- Leverage the state's buying power to lower prices
- Contain best value
- Bulk Purchase Initiative



Streamlines Purchasing Process

- Reduces purchasing and contract cycle time
- Reduces duplicate efforts
- Access to Historically Underutilized Businesses



Benefits for Vendors

- Simplifies sales process for vendors
- Access to public entities
- Approximately \$3.05 Billion in sales per year



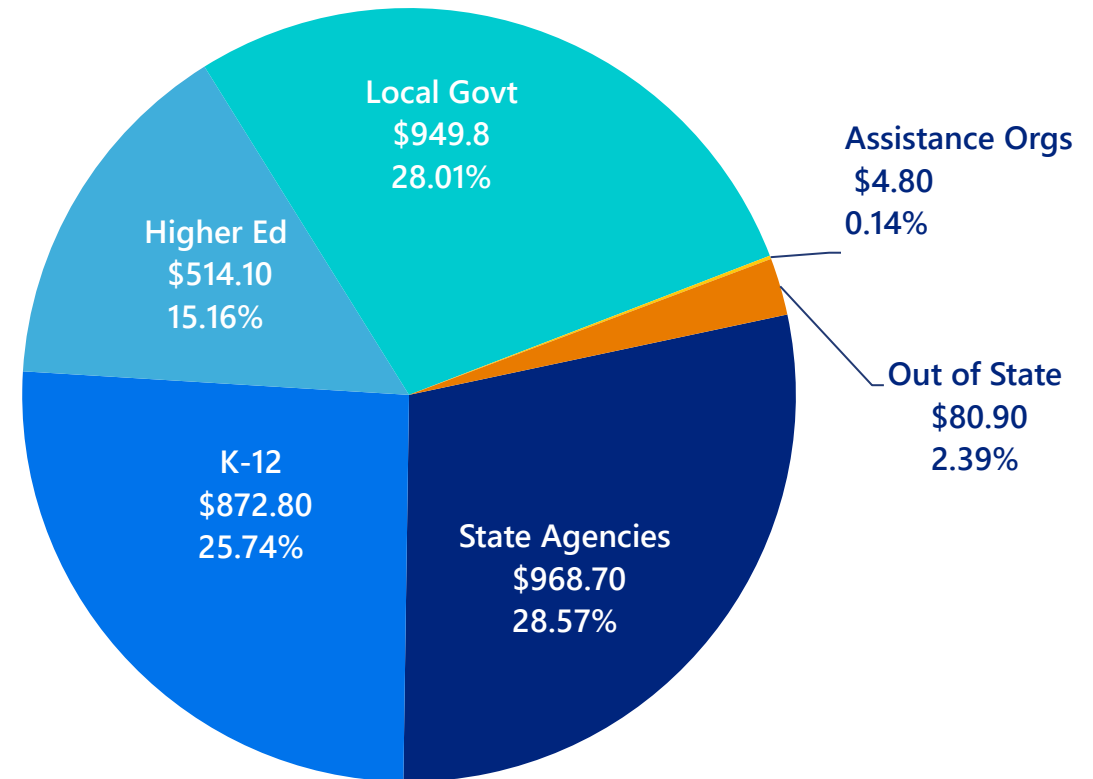
DIR Cooperative Contracts FY23

FY23 = \$3.391B*

\$399M Savings

*of the \$3.04B, approximately 32%
was spent with HUB vendors

**FY23 Sales by Channel
in Millions**





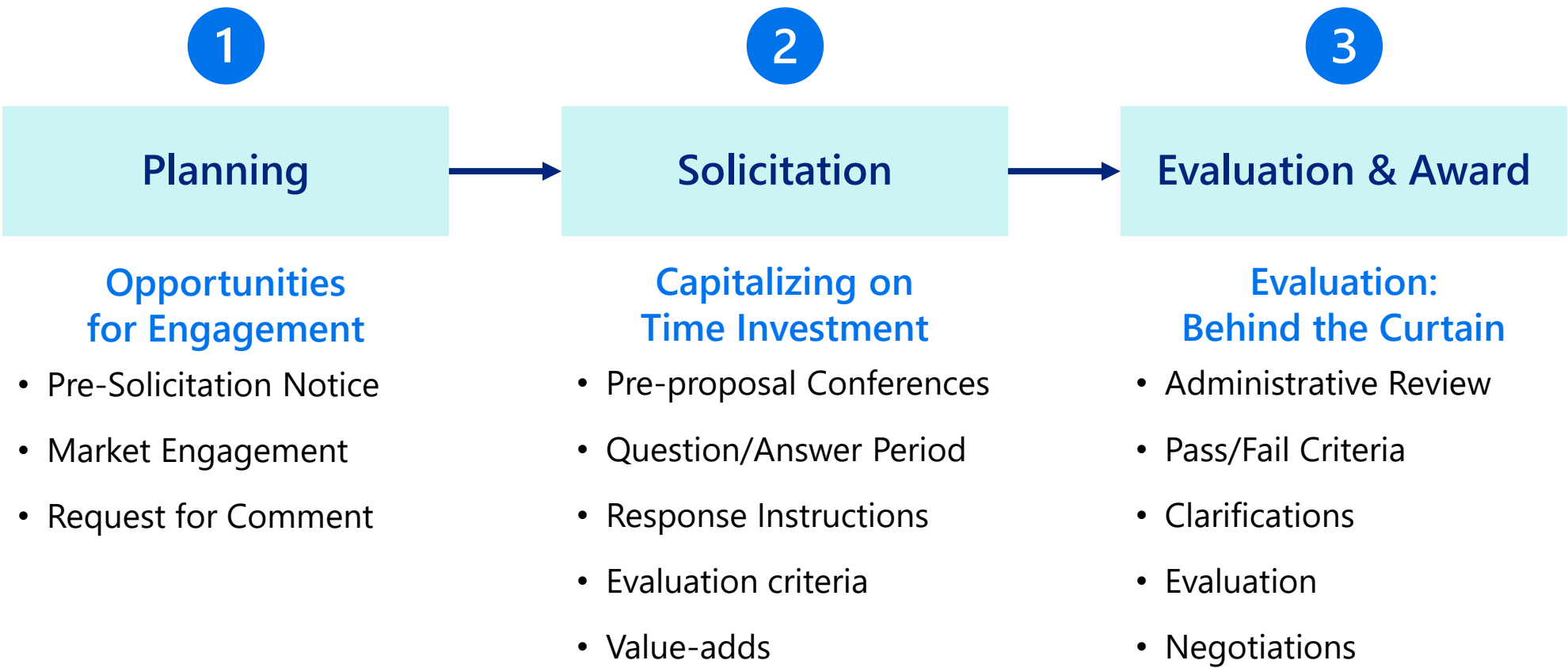
Cooperative Contracts Solicitation Process

Thuvan Huynh
COOP Procurement Team





Solicitation Process





1 Planning

- Opportunity for DIR to engage Incumbent and Potential Respondents through Market Engagement notices and other pre-proposal events.
- Forum for Incumbent and Potential Respondents to understand the Cooperative Contracts program and DIR's Vision for the next generation of Education Information Technology (I.T.) contracts.
- Opportunity for DIR to engage with Potential Respondents and discuss the upcoming Solicitation Scope requirements.



1 Planning (continued)

- Provides lead time to:
 - Determine lessons learned and improvement opportunities
 - Ensure good standing with State of Texas (e.g., Comptroller of Public Accounts, Secretary of State)
 - Engage with HUB partners



2 Solicitation Process

- DIR posts solicitation to Electronic State Business Daily (ESBD).
- Solicitation includes background, requirements, response instructions, high level evaluation criteria, key dates associated with the procurement, potential contract documents, etc.
- DIR entertains vendor questions during a designated period through a rolling Question and Answer process. If something is not clear, ask for clarity.
- DIR may post addendums to the solicitation. Be sure to monitor ESBD for updates.



2 Solicitation Process (continued)

- DIR will establish designated Points of Contact (PoC). Avoid any attempts to contact agency personnel not listed as the POC(s) for the solicitation. Doing so could lead to disqualification.
 - Tailor response to stated goals and objectives.
- Address all response Instructions. Neglecting to comply may cost you points but could also lead to disqualification or hinder further consideration of your Response.
- Review response and review it again. Don't submit an incomplete Response. Make sure it's a comprehensive packet. Acknowledge all addenda posted. Make sure someone with authority to bind Respondent signs it.



3 Evaluations, Negotiations and Award

- Be patient as we evaluate Responses and prepare for next steps of the process.
- Be sure to comply with agency interaction policy. Avoid contacting DIR personnel beyond those identified in the solicitation.
- DIR may conduct vendor discussions to clarify DIR requirements and or Responses.
- DIR will notify Respondents once evaluations are completed and DIR has identified the apparent awardees – to indicate whether they are invited to negotiations or not.



3 Evaluation, Negotiations and Award (continued)

- DIR considers any new information obtained orally or in writing throughout the process.
- Excessive exceptions to DIR Standard Terms and Conditions may result in delayed negotiations and/or no longer being considered for potential award.
- Lack of response to DIR inquiries may result in Cease to Negotiate actions.



Digital Accessibility Requirements

Marie Cohan, Statewide Digital
Accessibility Program Administrator
Attachment G, H, I





Digital Accessibility Background

- Digital accessibility refers to the inclusive practice of designing and building technology that removes barriers for people with disabilities that prevent interaction with or access to websites, digital tools, and technologies. Digital tools and technologies include electronic and information resources (EIR) and information and communications technology (ICT).
- Under Texas Government Code, Chapter 2054, Subchapter M, state agencies and institutions of higher education (IHEs) must procure EIR that complies with the accessibility standards defined in the Texas Administrative Codes [1 TAC 206](#) and [1 TAC 213](#), in the [Worldwide Web Consortium \(WC3\) 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 the required accessibility documentation.



Digital Accessibility Required Documentation

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

- Required for all responses
- Assessment of the vendor organization's accessibility policies and accessibility maturity

Vendor Accessibility Development Services Information Request (VADSIR)

- Vendors are required to provide this for **Non-product** solicitations, e.g., website development, application development, other development services, configuration, and integrated solutions
- Demonstrates how vendors incorporate digital accessibility practices into their development lifecycle, and how they will ensure accessibility compliance.

Accessibility Conformance Report (ACR) (Completed VPAT®)

- Vendors must provide an ACR for each **Commercial product** offering, e.g., Software (SaaS), Platform (PaaS), managed services, and products that contain a user interface.
- Demonstrates a product's level of conformance with WCAG success criteria.

Instructions are included within the forms which must be submitted complete and accurate. DIR may request additional supporting information.



Policy Driven Adoption for Accessibility (PDAA)

Vendor's self-assessment regarding organization accessibility maturity and is not associated with their product or service offering.

- Accessibility policy maturity provides insight into vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings.
- Results mapped to the Policy Driven Adoption for Accessibility (PDAA) Maturity Model
- Vendors can use the results as a roadmap for implementing their organization-wide IT accessibility initiatives ensuring 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 (excel file) should be completed and returned in its original format.



PDAA Maturity Matrix

	Components	Launch	Integrate	Optimize
1.	Develop, implement, and maintain an ICT accessibility policy.	Have an ICT accessibility policy.	Have appropriate plans in place to implement and maintain the policy.	Establish metrics and track progress towards achieving compliance to the policy.
2.	Establish and maintain an organizational structure that enables and facilitates progress in ICT accessibility.	Develop an organization wide governance system.	Designate of one or more individuals responsible for implementation.	Implement reporting/decision mechanism and maintain records.
3.	Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.	Identify candidate processes for criteria integration.	Implement process changes.	Integrate fully into all key processes.
4.	Provide processes for addressing inaccessible ICT.	Create plans that include dates for compliance of inaccessible ICT.	Provide alternate means of access until the ICT is accessible; implement corrective actions process for handling accessibility technical issues and defects	Maintain records of identified inaccessible ICT, corrective action, and tracking.
5.	Ensure the availability of relevant ICT accessibility skills within (or to) the organization.	Define skills/job descriptions.	Identify existing resources that match up and address gaps.	Manage progress in acquiring skills and allocating qualified resources.
6.	Make information regarding ICT accessibility policy, plans, and progress available to customers.	Make Launch level information available.	Make Integrate level information available.	Make Optimize level information available.



Accessibility Conformance Report (ACR) (completed VPAT)

- Demonstrates how a product conforms to WCAG 2.0 AA success criteria based on testing against technical standards.
- Required for commercial products (e.g., as-a-service products, managed services, and web interfaces).
- ITIC VPAT template 2.3 or higher must be used to create the ACR.
- Should include conformance explanations



Voluntary Product Accessibility Template (VPAT)

Perceivable

1.1 Text Alternatives

1.1.1 Non-text Content A 2.0

1.2 Time-based Media

1.2.1 Audio-only and Video-only
(Prerecorded) A 2.0

1.2.2 Captions (Prerecorded) A 2.0

1.2.3 Audio Description or Media
Alternative (Prerecorded) A 2.0

1.2.4 Captions (Live) AA 2.0

1.2.5 Audio Description
(Prerecorded) AA 2.0

1.3 Adaptable

1.3.1 Info and Relationships A 2.0

1.3.2 Meaningful Sequence A 2.0

1.3.3 Sensory Characteristics A 2.0

1.4 Distinguishable

1.4.1 Use of Color A 2.0

1.4.2 Audio Control A 2.0

1.4.3 Contrast (Minimum) AA 2.0

1.4.4 Resize Text AA 2.0

1.4.5 Images of Text AA 2.0

Operable

2.1 Keyboard Accessible

2.1.1 Keyboard A 2.0

2.1.2 No Keyboard Trap A 2.0

2.2 Enough Time

2.2.1 Timing Adjustable A 2.0

2.2.2 Pause, Stop, Hide A 2.0

2.3 Seizures

2.3.1 Three Flashes or Below
Threshold A 2.0

2.4 Navigable

2.4.1 Bypass Blocks A 2.0

2.4.2 Page Titled A 2.0

2.4.3 Focus Order A 2.0

2.4.4 Link Purpose (In
Context) A 2.0

2.4.5 Multiple Ways AA 2.0

2.4.6 Headings and Labels AA 2.0

2.4.7 Focus Visible AA 2.0

Understandable

3.1 Readable

3.1.1 Language of Page A 2.0

3.1.2 Language of Parts AA 2.0

3.2 Predictable

3.2.1 On Focus A 2.0

3.2.2 On Input A 2.0

3.2.3 Consistent Navigation AA 2.0

3.2.4 Consistent
Identification AA 2.0

3.3 Input Assistance

3.3.1 Error Identification A 2.0

3.3.2 Labels or Instructions A 2.0

3.3.3 Error Suggestion AA 2.0

3.3.4 Error Prevention (Legal,
Financial, Data) AA 2.0

Robust

4.1 Compatible

4.1.1 Parsing A 2.0

4.1.2 Name, Role, Value A 2.0



Product Conformance with Success Criteria

- ☐ **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- ☐ **Supports with Exceptions:** 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.



Vendor Accessibility Development Services Information Request (VADSIR)

Vendors must complete this form 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.)



VADSIR Questions (section 3)

1. Key business processes that include accessible functions, e.g., product development, procurement, HR, etc.
2. Skills and training resources used to develop and produce accessible products.
3. Development and testing tools used when developing accessible products.
4. Corrective action process and systems used for documenting, tracking, and resolving accessibility issues and defects.
5. Alternate methods that can be provided for accessibility non-compliance.
6. Provide links to or examples of your organization's development products.



Digital Accessibility Training for Vendors

DIR offers Digital Accessibility training at no cost to vendors responding to a technology solicitation in Texas. Vendors can request training for employees involved in the solicitation. A registration link will be provided to create your account. Each course takes 45 – 60 minutes to complete.

1. State of Texas Introduction to Digital Accessibility
2. State of Texas Accessibility Policy and Guidelines
3. State of Texas Accessibility in IT Procurement
4. State of Texas VPAT, VADSIR, and PDAA Forms

Registration requests can be sent to statewideaccessibility@dir.texas.gov and should copy the procurement lead.



Additional Digital Accessibility Information

- [EIR Accessibility Website](#)
- [EIR Accessibility Procurement and Vendor Information](#)
- [VPAT template](#)
- [VADSIR template](#)
- [PDAA template](#)
- **Digital Accessibility Training for Vendors** - Email statewideaccessibility@dir.texas.gov to register for an account.



Contact Information

Marie Cohan
Statewide Digital Accessibility
Program Administrator

Training Requests
statewideaccessibility@dir.texas.gov



HUB Subcontracting Plan (HSP)

Theresa Williamson
HUB Program Manager





HUB Subcontracting Plan

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

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



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, signed 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



HUB Subcontracting Plan

The HUB Goal for this RFO is 21.10%

- 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.



HUB Subcontracting Plan

METHOD B (Attachment B) - If you are subcontracting, and are not going to meet the HUB Goal of 21.10% for the upcoming RFO 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
 - <https://comptroller.texas.gov/purchasing/vendor/hub/resources.php>
- Allow no less than seven (7) working days from their receipt of notice for HUBs to respond (keep delivery receipt emails).
- **Note:** Attach supporting documentation (letters, fax transmittals, email, etc.) demonstrating evidence of the good faith effort performed with RFO submittal



HUB Subcontracting Plan

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

- Self-Performance Justification must be provided in the space provided in SECTION 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 ten (10) working (business) days before the RFO submittal.

DIR HUB Mailbox:
dir.hub@dir.texas.gov





Responding to DIR Solicitations Vendor Information System (VIS)

Alexis Jimerson
COOP Procurement Team





Bid Submittal

- Responses must be submitted through the BidStamp Vendor Information System (VIS).
- BidStamp VIS Portal link: <http://dircommunity.force.com/BidStamp>.
- To access BidStamp VIS portal functionality, login credentials are required.
- To obtain login credentials, click on "Are you a vendor and need to request an account?" button located on login page.
- You may view a video on setting up your BidStamp account at: <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 the DIR solicitation point of contact.
- Please allow at least five business days for response.



Responding to a Solicitation

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

DIR
Texas Department of Information Resources

BidStamp Vendor Login

Internet Explorer is not Supported

Username

Password

Login

[Are you a vendor and need to request an account?](#)
[Forgot your password?](#)

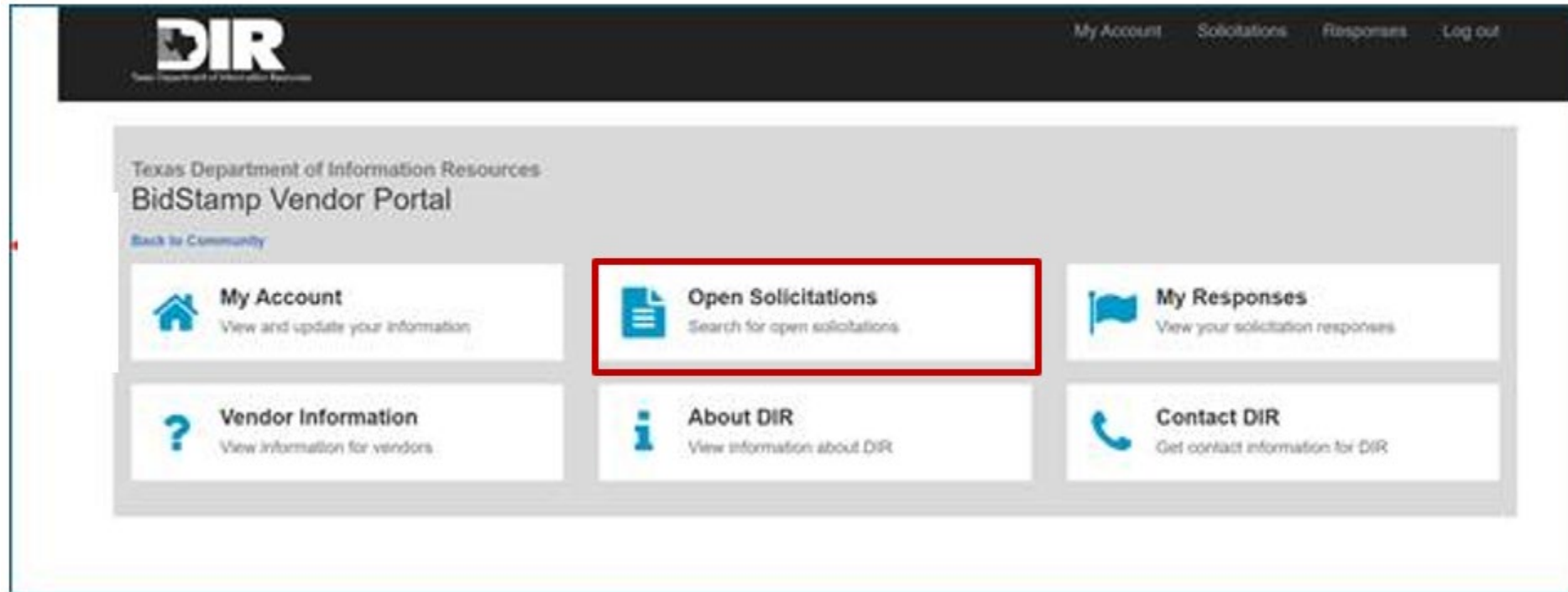
© 2021 Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, TX 78701 | 512.475.4700

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



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-588**) of the solicitation you want to respond to
- 3. You will be navigated to the "RFO Number" detail page



Texas Department of Information Resources

My Account

Solicitations

Responses

Log out

All Open Solicitations

Filter

A

B

C

D

E

F

G

H

I

J

K

L

M

N

O

P

Q

R

S

T

U

V

W

X

Y

Z

Other

All

RFO Number *	RFO Description	Solicitation Status	Phase	Type	Date/Time Respo...	Question Submi...
DIR-TSO-TMP-266	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 (continued)

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Texas Department of Information Resources

My Account Solicitations Responses Log out

RFO Number
DIR-TSO-TMP-473

RFO Number Detail

[Respond To Solicitation](#) [Ask A Question](#) [Subscribe to Solicitation](#) [View Solicitation Documents](#)

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 (continued)

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 Resources

My Account Solicitations Responses Log out

RFO Response
R0006029

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

Please review the ESBD 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-TMP-473	Status	In Progress
Submission Date		Vendor	Tech Widgets-R-Us
Submitted By		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		

RFO Response Documents [New](#)

No records to display

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 [New](#)

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 ESBD (*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*)



General Information for Vendors

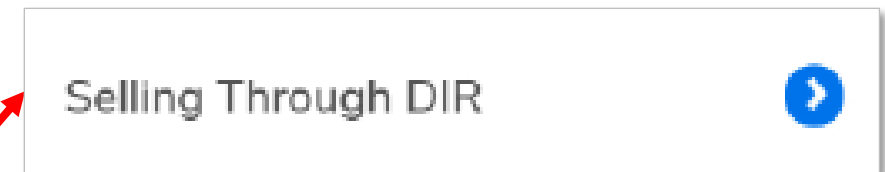
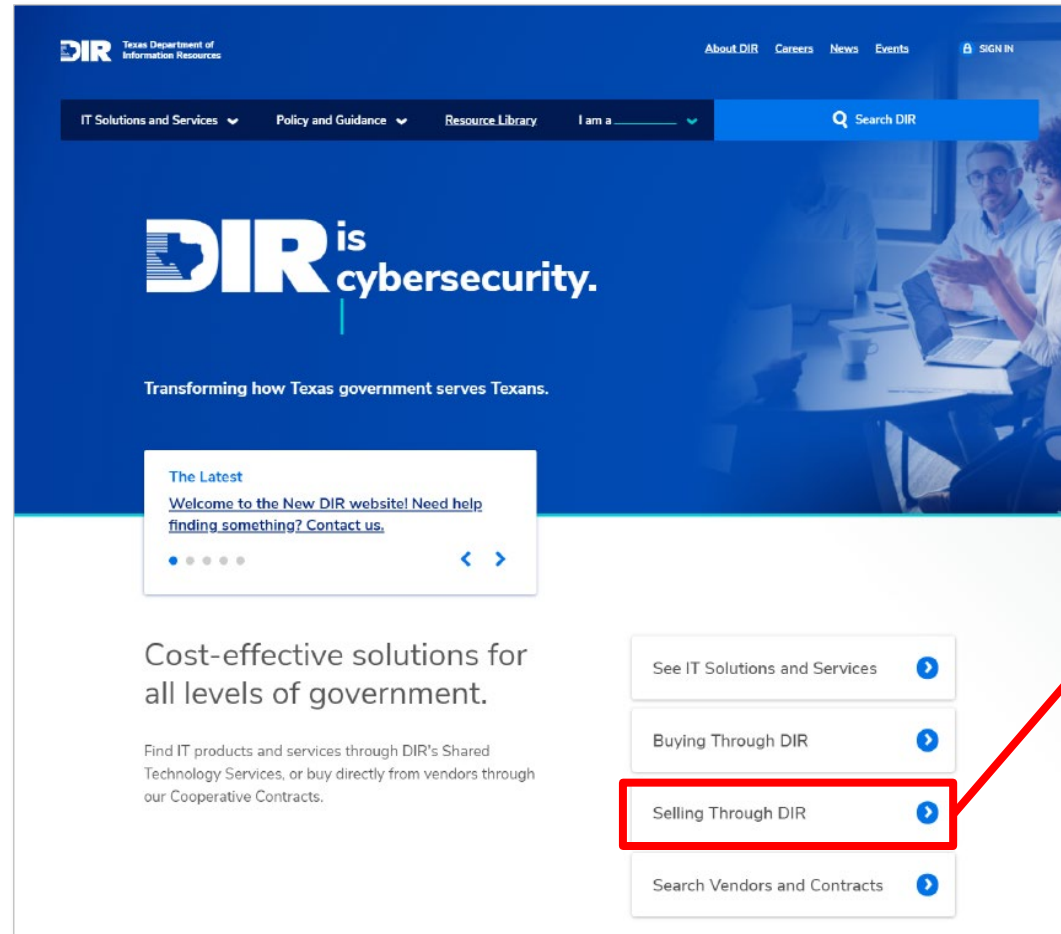
Thuvan Huynh
Procurement Lead





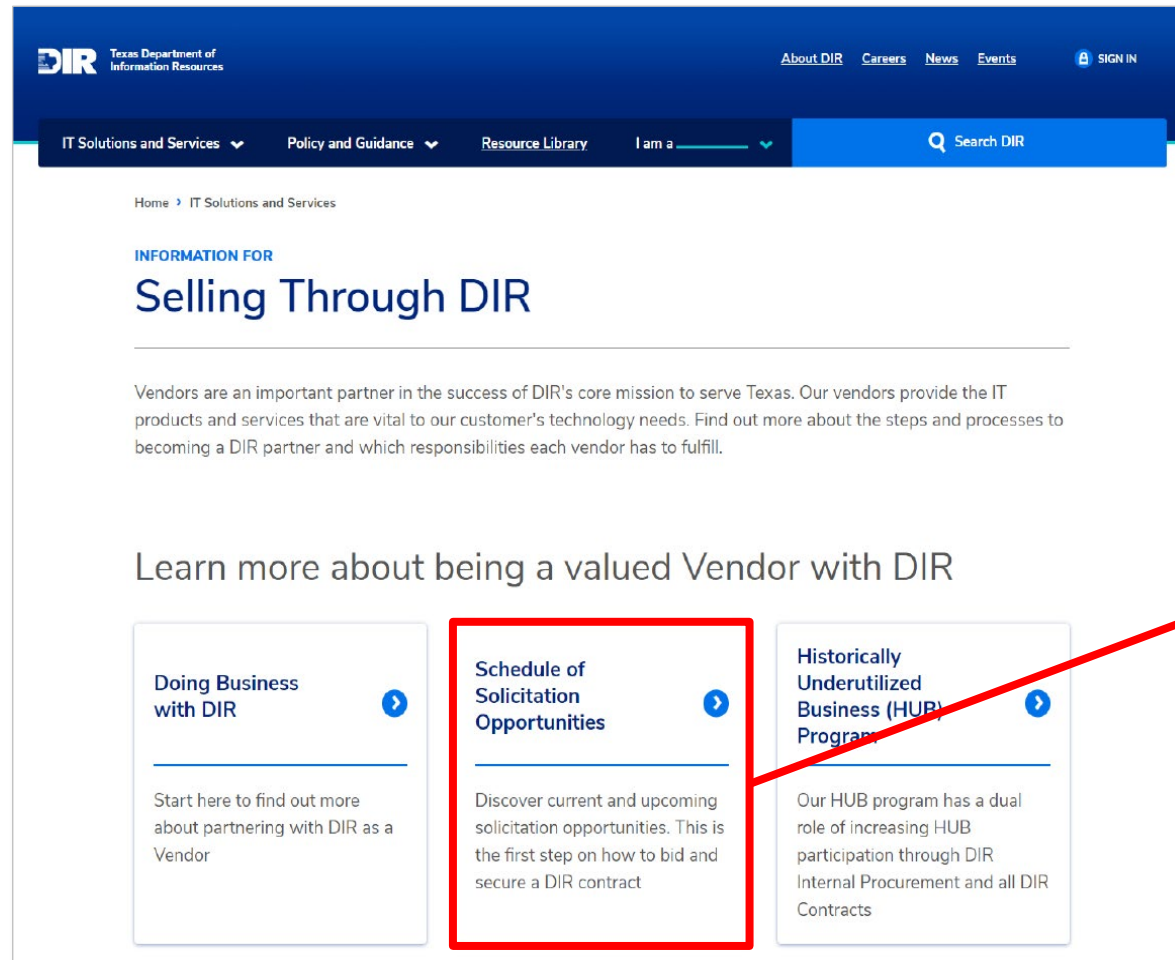
Information For Vendors

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 (continued)



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 [...](#)

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

Schedule of Solicitation Opportunities

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

Note: Scroll down on web page for further information.



Information for Vendors (continued)

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>

The screenshot shows a web page titled "BidStamp Application" with a blue header. Below the header, there is a paragraph describing the BidStamp application as DIR's e-procurement system. At the bottom of the page, there is a section for a PDF document titled "BidStamp VIS Training Guide - Vendor Version 1.0". A red arrow points from a callout box on the left to a button labeled "BidStamp Online Solicitation Portal" on the page. The callout box also contains the text "BidStamp Online Solicitation Portal" and a blue arrow pointing right.

BidStamp Online Solicitation Portal >

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.



Lessons Learned

Top 5 reasons evaluations and contract negotiations are delayed or terminated:

1. Incomplete Responses
2. Missing Pricing Form
3. Incomplete HUB Plan
4. Missing or incomplete VPAT and PDAA
5. Excessive or material exceptions to DIR Standard Terms & Conditions
6. Vendor information on response not matching what's in the Dun & Bradstreet (D&B).



Resources

- Texas Open Data Portal <https://data.texas.gov/>.
- Vendors are encouraged to regularly check the Electronic State Business Daily (ESBD) (<https://www.txsmartbuy.com/esbd>) and Schedule of Solicitation Opportunities under the Information for Vendors page at <https://dir.texas.gov/it-solutions-and-services/selling-through-dir> for future communications from DIR.
- For more information on how to do business with the state of Texas please visit the Comptroller's webpage at: <https://comptroller.texas.gov/purchasing/vendor/information.php>.



General Information

For general inquiries regarding this RFO, contact:

Thuvan Huynh CTCD, CTCM
thuvan.huynh@dir.texas.gov

For inquiries regarding BidStamp VIS, contact:

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

For inquiries regarding HUB Subcontracting Plan, contact:

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



Next Steps

Thuvan Huynh
Procurement Lead



Next Steps

- Release of RFO (expected March 4, 2024)
- RFO Solicitation Conference approximately 1-2 weeks following RFO release
- RFO posting time approximately 8 weeks, DIR may consider additional time if it deems necessary.
- Responses must be submitted as specified in RFO by due date.
- Adhere to point(s) of contact in RFO once it is posted. Until then, interested parties may contact the individuals listed on prior slide for questions regarding the RFO, BidStamp, or HUB-related matters.



Discussion & Questions



Conference Closing

For any questions or other inquiries prior to the posting of the RFO, please contact:

General Inquiries

Thuvan Huynh CTCD, CTCM
thuvan.huynh@dir.texas.gov

BidStamp VIS

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



Posting of this Market Engagement Information

DIR will be posting the slide deck, recording link, sign in sheets, answers to questions, and Zoom attendance list on the ESBD at:

<https://www.txsmartbuy.com/esbddetails/view/Pre-DIR-CPO-TMP-588>

Thank You



Texas Department of Information Resources

Transforming How
Texas Government
Serves Texans

dir.texas.gov | [@TexasDIR](https://twitter.com/TexasDIR) | [#DIRisIT](https://twitter.com/TexasDIR)

DIR-CPO-TMP-588 Pre-Solicitation Vendor Marketing Engagement - February 13, 2024 - Attendee Report			
Education Information Technology (I.T.) Products and Related Services			
Host Details			
Chief Procurement Office, DIR	cpo@dir.texas.gov		
Panelist Details			
Name	Email	Organization	Job Title
Thuvan Huynh	thuvan.huynh@dir.texas.gov	DIR	Procurement Lead, RFO Single Point of Contact
Stephanie Harrison	stephanie.harrison@dir.texas.gov	DIR	DIR Cooperative Procurements Director
Alexis Jimerson	alexis.jimerson@dir.texas.gov	DIR	DIR COOP Procurement Team
Marie Cohan	marie.cohan@dir.texas.gov	DIR	DIR Accessibility Contact
Theresa Williamson	theresa.williamson@dir.texas.gov	DIR	DIR HUB Coordinator
Attendee Details			
Name	Email	Organization	Job Title
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Addendum 1

SOLICITATION NUMBER:	DIR-CPO-TMP-588
ADDENDUM NUMBER:	1

Addendum Date: April 8, 2024

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

Thuvan Huynh
Department of Information Resources
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Email: thuvan.huynh@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 DIR-CPO-TMP-588, Education Information Technology (I.T.) Products and Related Services, released March 18, 2024.

In the submission of its response to this solicitation, Respondents shall submit this signed “page” 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)

Addendum 1 modifies the Solicitation for DIR-CPO-TMP-588 as follows:

1. Exhibit C Contract Marketing Customer Support Plan is hereby deleted and replaced in its entirety with the following:
 - Exhibit C Contract Marketing Customer Support Plan (Per Addendum 1)

Exhibit C

Contract Marketing and Customer Support Plan

In no more than seven (7) pages total, non-inclusive of the requested attachments, Respondent must provide a plan that describes the Respondent'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 products/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 Respondent 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: [Customer Eligibility | Texas Department of Information Resources](#).
- 3) Provide an overview of the products and services proposed in the response and how the contract marketing plan supports the promotion of the proposed products and services to DIR eligible customers.
- 4) Describe how will your other contracts impact the marketing of this contract, should you receive an award.

- 5) Provide an overview of the management and customer relationship team that will be responsible for managing the State's relationship in the event of being awarded a contract. Address the following:

- A. Describe your company's geographical reach, 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.
- 6) Describe how the Respondent will manage the contract to ensure uninterrupted, high-quality performance and overall contract effectiveness. Include the process for the transfer of subscriptions among the users of a DIR customer entity to ensure uninterrupted of services.
- 7) Successful Respondents selected for Contract Award will be contractually required to maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on your website. Website page may not require a log-in by the customer for access.

Briefly explain who (what position) in your company will be responsible for ensuring the information on the DIR webpage is accurate and complies with the contract requirements throughout the life of the contract.

Provide steps successful respondent will take to remedy any webpage information that is determined to be out of contract compliance. Provide steps to ensure contract pricing published to the webpage is accurate and up to date and in compliance with the awarded contract.

(see list below for webpage requirements).

- 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. A list with the description of products and/or services awarded;
- E. Successful Respondent contact information (name, telephone number and email address) for your point of contact for customer inquiries;
- F. instructions for obtaining quotes and placing Purchase Orders;
- G. warranty policies;
- H. return policies;
- I. the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- J. a link to the DIR "Cooperative Contracts" webpage;
- K. the DIR logo; and

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Education Information Technology (I.T.) Products and Related Services
- L. any other information that the Contract indicates is required to be included on the webpage.

** The attachments provided in response to numbers 8 are not included in the 7-page limit for Respondent's response for Exhibit C. **

- 8) **Provide and label as an Attachment 1 to Exhibit C** an organization chart identifying the chain of command for managing this contract, including resource sourcing responsibility, and organization components that support this contract. Clearly identify positions that will support the scope as outlined in Section 2 of the RFO.

<END OF EXHIBIT C>

Addendum 2

SOLICITATION NUMBER:	DIR-CPO-TMP-588
ADDENDUM NUMBER:	2

Addendum Date: April 30, 2024

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

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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 DIR-CPO-TMP-588, Education Information Technology (I.T.) Products and Related Services, released March 18, 2024.

In the submission of its response to this solicitation, Respondents shall submit this signed “page” 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)

This addendum to Request for Offer (RFO) DIR-CPO-TMP-588 contains:

1. Modifications to the RFO:

- a. Page 8, Responses Due is updated to **May 30, 2024 2:00 PM (CT)**.
- b. Section 3.3 Schedule of Events is amended as follows:

Date/Time	Activity
March 18, 2024	Publish RFO on Electronic State Business Daily
April 3, 2024 10:00 AM (CT)	Optional Pre-Proposal Webinar
April 5, 2024 5:00 PM (CT)	Deadline for submitting questions
May 30, 2024 2:00 PM (CT)	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO
June 1, 2024 – until completed	Evaluation of responses, oral presentations (if requested), negotiations, and contract execution

- c. **TABLE OF CONTENTS** is amended to align the page numbers and sections in the RFO:

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- d. **TABLE 4: Response Files:** Reference to “**ABC_588_EDGAR.docx**” is replaced with “**ABC_588_EDGAR.pdf.**”
- e. **TABLE 4: Response Files:** Reference to “**ABC_588_PDAA.docx**” is replaced with “**ABC_588_PDAA.xlsx.**”
- f. **TABLE 4: Response Files:** Reference to “**ABC_588_VADSIR.docx**” is replaced with “**ABC_588_VADSIR.pdf.**”

- 2. Pre-Proposal Conference Slides (Attachment A)
- 3. Pre-Proposal Conference Attendee List (Attachment B)
- 4. The Pre-Proposal Conference Video link: https://youtu.be/H_6bEf9SncM
- 5. Pre-Proposal Conference Questions and Answer

The attached table outlines vendor questions, references Request for Offer (RFO) sections and the Department of Information Resources (DIR) response to questions received prior to the due date and time published in the RFO:

Question and Answer Document

Posted April 30, 2024, as part of Addendum 2

	Subject	Vendor Question	DIR Answer
1.	General	Do we need to sign in? I apologize I ran a little late.	This was addressed in the live meeting and resolved.
2.	General	What about LMS for government employees?	LMS for government employees are not within the scope of this RFO.
3.	General	Good morning. Can you clarify the submission of the pricing - both the sheet and directly in BidStamp?	All Respondents must submit the Exhibit E Pricing Sheet, identifying each product, service, or related service that Respondent wishes to be evaluated for under this RFO. Additionally, any Respondent proposing products must also submit product pricing on DIR's Automated Pricing Form in the BidStamp VIS.
4.	General	Do any of these exhibits/attachments need to be updated or resubmitted after the initial award?	Yes, if there are changes that require updates; most common will be the HUB Subcontracting Plan (HSP). The Terms and Conditions may be updated by DIR as needed through contract amendment(s).
5.	HUB	Will we be able to submit our HUB Sub contracting Plan at the HUB team for review BEFORE submission? We were able to do this with DIR-TMP-CPO-583	Yes, you may contact DIR's HUB Department at dir.hub@dir.texas.gov , for assistance in completing your HUB Subcontracting Plan (HSP). Please allow for a minimum of ten (10) working (business) days for precursory HSP review. Plans submitted less than 10 business days before the closing of the solicitation may not be reviewed in time for the respondent to make any necessary changes to be compliant with the HSP requirements for the RFO.



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	Subject	Vendor Question	DIR Answer
6.	General	Is this an open solicitation to offer products/services on "as-needed" basis? Does it mean agencies can use this directly for purchases less the regulatory bid requirement? (if yes what is that limit?)	This is a Cooperative contract solicitation for master contract with a zero-dollar award. The contracts are utilized by DIR customers whenever they determine a need. State agencies have purchasing threshold requirements for IT commodity items, which are outlined in Texas Government Code 2175.068 .
7.	General	Per the presentation Section 4 and 5- Training support solutions for software/hardware training is considered a service. So creating & delivering an eLearning course or virtual learning content would be considered a service versus a product. Am I understanding this correctly?*	It depends on your offering. If you are offering it as a commercial-off-the-shelf (COTS), that's a product (software based). If you are offering it as a service, which would generally include virtual instruction, that would fall under the service category. Therefore, it depends on how you are proposing that particular offering, which includes how it is delivered.
8.	General	Respondent History and experience and References - I have a new business and previously been an employee with zero government contracts and only one client thus far. All products and services were for internal use. Would previous employers and/or supervisors be acceptable? How can I best describe my history & experience (exhibit B) and References (Exhibit F)?	Provide, to the best of your ability, information about your company in a way that someone who has no knowledge about your company is able to understand what your company intends to propose. Answer all questions with a thorough response and within the guidelines of the solicitation instructions. The Reference Form asks that respondents send it to customers that have purchased the products/services proposed in the response to the RFO. The chosen references should be able to answer the questions in the Exhibit F, Reference Form.



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	Subject	Vendor Question	DIR Answer
9.	General	Are the Class Item Codes in the RFP/Solicitation used or referenced in any of the bidding information- i.e. - Pricing Exhibit E? (i.e. - Does it need to be on documentation such as invoicing? Does it need to be any response documents?)	The NIGP codes are used to advertise the solicitation to show what we are looking for under this particular RFO. All products and services proposed need to be within the scope of those NIGP codes. Proposed products and services not included in those NIGP codes may be determined to be out of scope of the RFO, which is a disqualifier for moving forward with a contract award. Respondents do not need to call out the identified NIGP codes during the submission process unless directed to do so in the RFO instructions. DIR customers utilize the NIGP codes to find products and services that they want to purchase. Customers may have additional requirements for utilizing NIGP codes whenever they are submitting purchase orders or requesting quotes.
10.	General	Yes, she covered it.	This was addressed in the live meeting and resolved.
11.	General	Will we be able to get a recording of this meeting?	Yes, see Addendum 2., https://www.txsmartbuy.com/esbd/DIR-CPO-TMP-588 . The recorded event can also be viewed on DIR's YouTube channel, https://www.youtube.com/watch?v=H_6bEf9SncM
12.	General	Will DIR consider moving the date for questions (current date 4/5) a minimum of a week due to (1) review of this presentation and registration for bidstamp takes two days?	We will not be able to extend the deadline for submitting questions to RFO DIR-CPO-TMP-588
13.	RFO	If you do not include all product categories listed in 2.1.1 are you automatically disqualified?	No, respondents are not required to propose all offerings included in the RFO.
14.	HUB	For the complimentary review of the HUB Sub contracting Plan, will we submit that via BidStamp by adding a document? In order for DIR to see it would we have to submit the response early?	For the complimentary HUB subcontracting Plan review, you need to submit to DIR's HUB Department directly at dir.hub@dir.texas.gov . The complimentary HSP review is not required and is separate from the response submission.



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	Subject	Vendor Question	DIR Answer
15.	RFO	Also, will this contract be able to be utilized for E-Rate RFPs that require a valid co-op contract with someone like DIR?	This RFO is not part of the E-rate program. Refer to E-Rate information page on DIR's website for additional information.
16.	BidStamp	In Bid stamp do we enter every line item we are offering for this RFP? This would be the same information provided in Exhibit E Correct? For RFO -583 we were only required to enter each category average	BidStamp does not have a field for part numbers; it is at a Brand/Product level. Section 2.1.3 of the RFO provides additional instructions on the BidStamp entry requirements. Respondents are required to enter proposed discounts in the Automated Pricing Form in the BidStamp Vendor Information System (VIS). The Exhibit E, Itemized Pricing sheet must be in the BidStamp VIS as an Excel spreadsheet. This should include the product details of what the respondent is proposing in accordance with the instructions in the RFO and Exhibit E spreadsheet.
17.	HUB	If your company is a HUB, will that count as the 21% toward HUBs or should we also include other HUBs in our submission	All respondents, regardless of their own HUB status are required to submit a completed and signed HUB Subcontracting Plan. This is a pass/fail requirement. Respondents that fail to submit a completed and signed HSP will be disqualified from the solicitation process without any additional consideration.
18.	RFO	Will this language be removed and can you please clarify what this means?	Question #18 is directly related to #19 as presented in the live Vendor Pre-Proposal Conference webinar on April 3, 2024, https://youtu.be/H_6bEf9SncM
19.	RFO	"Products currently on DIR contract may be considered within scope of this solicitation only if those products are a component of a more comprehensive solution. This RFO is not a solicitation for software or hardware products currently offered on DIR contract."	The language will not be removed. What we are stating is that this is not a solicitation for software or hardware products and services that are currently on an existing DIR contract.



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	Subject	Vendor Question	DIR Answer
20.	Accessibility	Regarding VPAT Submission, as the number of VPATs is large, is there an email address we can submit the VPAT in Zip format?	Respondents submitting more than twenty (20) individual VPAT files may email the VPAT files in Zip format to rfodir-cpo-tmp-588@dir.texas.gov. All responses that contain less than twenty (20) individual VPAT files must load the VPAT files into the BidStamp VIS per the RFO instructions. The same submission deadline (RFO Response Deadline) applies to all VPAT documents submitted via email. Your email must include "VPAT for RFO DIR-CPO-TMP-588" in the subject line. The body of the email must include: "(Company Name) is submitting the attached zip file containing (#VPAT files) as a part of our response for RFO DIR-CPO-TMP-588." Failure to follow these instructions, which includes the submission of non-approved documents via email, may result in disqualification of the related Response.
21.	RFO	Also in 2.1.1 there is mention of not being able to include software or hardware products currently offered on DIR contract. May we include products that have expiring contracts?	This RFO is for items that fall within the scope of Education IT Products and Services. Software or hardware products that are covered on other RFO scopes may be considered out-of-scope for this RFO. In addition, if a vendor has been awarded the exact same offerings on a separate DIR coop contract award, DIR, at its discretion, may opt to not award another contract to the same respondent with duplicate contract offerings. This does not preclude incumbent vendors with an expiring DIR contract from proposing the same hardware and software products on an expiring contract in their response to DIR-CPO-TMP-588.



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	Subject	Vendor Question	DIR Answer
22.	General	How can I download the RFP documents, there is no information or links provided as per the posting, I appreciate, if you could provide the attachments or links for the solicitation documents	The solicitation is posted on the Electronic State Business Daily (ESBD), https://www.txsmartbuy.com/esbd/DIR-CPO-TMP-588 . The solicitation documents are at the bottom, under Attachments.
23.	General	Where can we find a list of sought out services, products, etc. that fit within this RFO. Is there information available for the previous 2-5 years of RFP, RFO, or RFI that are available for us to review to create a comprehensive pricing form?	This is a subsequent procurement to DIR-TSO-TMP-424 under the cooperative contracts program and includes the products and related services that were previously awarded under DIR-TSO-TMP-430 for Graphing Calculators, Accessories and Related Services. DIR publishes its contracts sales data on the Texas Open Data Portal . Product and service needs are determined at the DIR Customer level, which will vary depending on customers' purchasing needs
24.	General	We did not find the solicitation documents in the portal. Can you please send us the document via this email address: govt@innovee.com or you can send us a link to download the documents.	To protect the integrity of the procurement process, DIR is unable to send the solicitation documents directly to vendors. The solicitation is posted to Electronic State Business Daily (ESBD), https://www.txsmartbuy.com/esbd/DIR-CPO-TMP-588 .
25.	General	Can I get detailed information on this and is there any contact person to discuss if we have any questions.	The solicitation has been posted to Electronic State Business Daily (ESBD), https://www.txsmartbuy.com/esbd/DIR-CPO-TMP-588 . All questions, inquiries about this RFO must be directed to Thuvan Huynh at thuvan.huynh@dir.texas.gov .
26.	General	Are there contract documents for review?	The solicitation has been posted to Electronic State Business Daily (ESBD), https://www.txsmartbuy.com/esbd/DIR-CPO-TMP-588 .
27.	General	Good Morning, when this solicitation will be live and documents will be available?	The solicitation was posted on Electronic State Business Daily (ESBD) on March 18, 2024, https://www.txsmartbuy.com/esbd/DIR-CPO-TMP-588 .



TEXAS DEPARTMENT OF INFORMATION RESOURCES

	Subject	Vendor Question	DIR Answer
28.	Exhibit G	RFO DIR-CPO-TMP-588; Exhibit G – Respondent Release: Does the Respondent need to submit each signed RFO Exhibit G to DIR only or DIR and each reference?	The Release of Liability form is for the Respondent to complete and submit with the response package to DIR only. The Respondent is providing DIR with a release of liability for DIR to contact and use the references provided as part of the response.
29.	HUB	RFO DIR-CPO-TMP-588; Exhibit D – Sample HUB Subcontracting Plan: The cover page of Exhibit D instructs respondents to “Complete an automated version of the HUB Subcontracting Plan in BidStamp.” After reviewing the BidStamp Portal, we cannot determine where the automated version is located. Will Texas DIR please tell us where we can locate the automated HUB Subcontracting Plan?	Respondents will complete latest version of the HSP forms at the Comptroller’s website, https://comptroller.texas.gov/purchasing/vendor/hub/forms.php , print, sign, and upload the signed HSP in the BidStamp VIS portal. There is no longer an automated version of the HSP in BidStamp.
30.	RFO	Regarding Section 2.3.E on page 18: What is the DIR Administrative Fee?	DIR Administrative Fee for contracts awarded under DIR-CPO-TMP-588 is 0.75%. Please refer to Attachment 1, Section 6. DIR ADMINISTRATIVE FEE and RFO Section 1.3.5 Cost Recovery for more information.
31.	Accessibility	Regarding Section 2.4.B.2 on page 19: Does a VADSIR apply to supporting services for COTS or SaaS solutions? For example, the proposed solution's help desk/frontline support services, or services related to solution implementation (NOT development services)?	The VADSIR is only for development services. Support services for a SaaS application fall under that product’s Accessibility Conformance Report, and support documentation must be provided in an accessible format.



TEXAS DEPARTMENT OF INFORMATION RESOURCES

	Subject	Vendor Question	DIR Answer
32.	Accessibility	Regarding Sections 2.3 and 2.4, pages 18-21: Can you further define EIR and ICT? Provide examples or use cases, etc. so that vendors know whether or not VADSIRs or PDAAs apply to them?	The PDAA is required regardless of the product or service offering. A missing, incomplete, or Zero-scored PDAA will be disqualified. The definition and related examples of EIR can be found in 1 Texas Administrative Code 213.1. The definition and related examples of ICT can be found in Appendix A to Part 1194, Title 36 of the Code of Federal Regulations.
33.	RFO 3.8.3.1	Regarding 3.8.3.1, page 31 (and others): Are ink signatures required on RFO forms?	A DocuSign or other electronically verifiable signature will be accepted. A typed name in the required signature location will not be accepted as a "signature."
34.	Exhibit B	Regarding Exhibit B, items 6 and 7, page 2: Can we provide the total number of agencies we contract with, rather than dollar amounts?	Respondent is required to provide total sales to date by state for sales which fall under the scope of this RFO.
35.	Exhibit C	Regarding Exhibit C, item 7, page 2: Are we correct in assuming that this section requires vendors to post prices on the public-facing DIR Customer website? We are a privately held company and this would result in the disclosure of trade secret information. Would it be acceptable only to post contact information for a sales professional who can assist DIR Customers obtaining pricing information?	Correct; please refer to Attachment 1 Sample Contract, Section 7 Internet Access to Contract and Pricing Information. If a Respondent is requesting any modifications or exceptions to Attachment 1 Sample Contract or Attachment 2 Standard Terms and Conditions, such changes would need to be requested through the Exceptions process, as provided in subsections 2.6.2 and 3.8.3.4 of the RFO.
36.	Exhibit G	Regarding Exhibit G: Should this exhibit only be completed by canceled client references? Or should all references complete and return Exhibit G?	See response to question #28.



TEXAS DEPARTMENT OF INFORMATION RESOURCES

	Subject	Vendor Question	DIR Answer
37.	Exhibit E	Regarding Exhibit E: If a vendor provides pricing for multiple SaaS solutions and related services, are DIR Customers required to purchase ALL solutions/services? Or are we allowed to work with potential DIR Customers to mix and match solutions which best meet their needs?	DIR Customers can only purchase products and services that were awarded under the contract. The product needs will be determined at a customer level.
38.	Exhibit E	Regarding Exhibit E: Are DIR Customers ONLY allowed to purchase COTS/SaaS solutions and related services that are listed in Exhibit E? Or are vendors allowed to work with DIR Customers to scope solutions/services not included in Exhibit E? For example, what if, after speaking with the DIR Customer, a vendor identifies needs or desires for a solution/service that was not listed on Exhibit E?	DIR Customers can only purchase products and services that were awarded under the contract.
39.	TX-RAMP	Regarding Section 2.5, page 21: If a vendor is currently in the process of being FedRAMP certified, but has not been approved yet (listed as "FedRAMP in process" on FedRAMP marketplace), is that vendor still required to seek TX-RAMP certification?	Yes. TX-RAMP certification is required before vendor can sell cloud-based products to State agencies.
40.	Exhibit F	Completion of Exhibit F - Respondent History and experience and References - I have a new business and previously been an employee with zero government contracts and only one client thus far. All products and services were for internal use. Would previous employers and/or supervisors be acceptable as a reference for exhibit F?	See response to question #8.



TEXAS DEPARTMENT OF INFORMATION RESOURCES

	Subject	Vendor Question	DIR Answer
41.	RFO 2.1	Section 2.1 - Exclusions, out of Scope. I create and develop custom training and eLearning courses and products. I do not have an off-the - shelf product on a particular topic, software, etc. For example, if an agency wishes to develop training on a new or existing software application, I would conduct an analysis and create tutorials, job aids and courses to train new or existing employees on using the application based on their role. Same for any type of training they may request (leadership, team-building, communications, etc.) My question is does this type of service "in-scope" of this contract? It can apply to any software application, but that's to be determined by the requester.	The scope for DIR-CPO-TMP-588 does not contemplate custom built tools/solutions. DIR has previously awarded contracts for Course Development Services, Instructional and Training under the scope of RFO DIR-CPO-TMP-560, Technology Based Training, including Instructor-led Training for Technology.
42.	General	Hello Can you please guide me to obtain more details on this solicitation	The solicitation has been posted to Electronic State Business Daily (ESBD), https://www.txsmartbuy.com/esbd/DIR-CPO-TMP-588.
43.	General	Based on the level of detail required to respond, would DIR extend the deadline by one week after the addendum with questions and answers is posted? This extension will allow vendors the necessary time needed to put together the most thorough, compliant, and competitive response possible.	The deadline to submit responses to this RFO has been extended to 5/30/2024.
44.	Exhibit I	The original PDAA file is in .xlsx format. Can we submit the file as ABC_588_PDAA.xlsx format?	RFO Addendum 2 replaces the reference to "ABC_588_PDAA.docx" with "ABC_588_PDAA.xlsx"



TEXAS DEPARTMENT OF INFORMATION RESOURCES

	Subject	Vendor Question	DIR Answer
45.	RFO 2.1.1	DIR-CPO-TMP-588; Section 2.1.1; Page 16: Per Section 2.1.1, this RFO is not a solicitation for software or hardware products currently offered on DIR contract. Would DIR please confirm that if a vendor currently holds a DIR Contract with hardware/software offered there is not a need to respond to this opportunity?	See response to question #21.
46.	Attachment 2	RFO DIR-CPO-TMP-588, Attachment 2 - DIR Standard Terms and Conditions Can DIR confirm that this contract will be available for use by any qualified DIR Customer/purchasing entity? Or, is this contract limited to customers within the education sector (such as Texas Education agencies, ISDs, higher education institutions, etc.)?	All DIR cooperative contracts are available to be utilized by any eligible DIR cooperative contract Customer.



TEXAS DEPARTMENT OF INFORMATION RESOURCES

	Subject	Vendor Question	DIR Answer
47.	Attachment 1	Attachment 1 Sample Contract Template As a current DIR contract holder, we have found that the offerings on DIR can become dated and the contracts are difficult if not impossible to update. Some DIR Cooperative Contracts, like contracts awarded via DIR-TSO-TMP-416 (for Software, including Software as a Service, Products and Related Services), include an "Emerging Technologies and Future Acquisitions" Clause that allows DIR to add emerging technologies that fall within the scope of the solicitation. Will DIR consider adding an Emerging Technologies and Future Acquisitions clause into the result contract. Including this clause will ensure that DIR Customers have access to procure the most innovative Education IT Products and Services throughout the life of the contract.	Per RFO Attachment 1, Sample Contract, Section 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-588 for Education Information Technology (I.T.) Products and Related 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. Therefore, the "Emerging Technologies and Future Acquisitions" clause becomes unnecessary.
48.	Attachment 1	"Attachment 1 Sample Contract Template Section 5.2.C. Customer Discount" This term is overly restrictive, prohibits competition in the marketplace, and can lead to customers paying higher prices than those that may be offered in the marketplace. Will DIR consider removal of this term?	The DIR-negotiated customer discount is the minimum discount that must be honored under an awarded contract. DIR customers are allowed to negotiate for deeper discounts.



TEXAS DEPARTMENT OF INFORMATION RESOURCES

	Subject	Vendor Question	DIR Answer
49.	Attachment 1	"Attachment 1 Sample Contract Template Section 10.1 Software License Agreement" The manufacturer for which we are submitting products as part of our response would like to present its Software License Agreement to DIR Legal for negotiation and approval. How do we incorporate that license into our RFO response for DIR Legal review during the negotiation phase?	If a Respondent is requesting any modifications or exceptions to Attachment 1 Sample Contract or Attachment 2 Standard Terms and Conditions, such changes would need to be requested through the Exceptions process, as provided in subsections 2.6.2 and 3.8.3.4 of the RFO. If a Respondent intends to provide additional terms to DIR Customers, please review Section 1.3.3.B. of the RFO and Sections 10 and 11 of Attachment 1 Sample Contract.
50.	Attachment 2	"Attachment 2 DIR Standard Terms and Conditions Section 5, Intellectual Property Matters" Can DIR verify that in a SaaS (software as a service) environment that the applications, data storage, data referral, and any vendor authored interface processes shall remain the exclusive property of the vendor? As agreed under the software supply agreements, the customer is provided limited use of the application and storage processes. We are seeking confirmation that the ownership of all developed processes remain the property of the vendor and the customer's ownership rights are limited to storable data products produced through the use of the vendor's supplied applications.	If a Respondent is requesting any modifications or exceptions to Attachment 1 Sample Contract or Attachment 2 Standard Terms and Conditions, such changes would need to be requested through the Exceptions process, as provided in subsections 2.6.2 and 3.8.3.4 of the RFO.



TEXAS DEPARTMENT OF INFORMATION RESOURCES

	Subject	Vendor Question	DIR Answer
51.	Accessibility	"RFO DIR-CPO-TMP-588 (3.14.24) 2.4.1 ACR Submission and Review Pages 19-20" Does DIR have requirements for the Accessibility Statement that would be required in the event that our vendor is unable to provide or obtain an ACR?	Information for accessibility statements can be found on the Worldwide Web Consortium's website at https://www.w3.org/WAI/planning/statements/ .
52.	Accessibility	"RFO DIR-CPO-TMP-588 (3.14.24) 4.2 Evaluation Criteria, 4.2.1 Pass/Fail Page 37" In the event one of our vendors is currently in process for completing an audit for their VPAT documentation and know they will not have the assessment completed in time for submission, would DIR accept notation that the VPAT is in process and can be provided upon completion?	The vendor can denote that the VPAT is in progress but until an ACR is provided the digital accessibility score will reflect evaluation of submitted and missing documentation. The vendor can work with the procurement lead to submit the ACR past the deadline. At the discretion of DIR, vendors that take an excessive amount of time to provide the required documentation necessary to complete the accessibility review may be removed for consideration for an award under this solicitation.
53.	RFO 2	"RFO DIR-CPO-TMP-588 2. Scope" Previous versions of this contract removed the language "Products currently on DIR contract may be considered within scope of this solicitation only if those products are a component of a more comprehensive solution. This RFO is not a solicitation for software or hardware products currently offered on DIR contract." Will DIR consider removing this language again?	See response to Question #21.



TEXAS DEPARTMENT OF INFORMATION RESOURCES

	Subject	Vendor Question	DIR Answer
54.	RFO 4.4	"RFO DIR-CPO-TMP-588 4.4 Negotiations" Once DIR has identified Respondents that scored within the competitive range and provided a formal Intent to Negotiate, can you please clarify the order in which Respondents will be prioritized for negotiations?	DIR will prioritize the order of negotiations in a manner that is in the best interest of DIR, its customers, and the State.

Vendor Pre-Proposal Conference

Wednesday, April 3, 2024, 10:00 AM (CT)

Education Information Technology (I.T.)
Products and Related Services
Request for Offer DIR-CPO-TMP-588



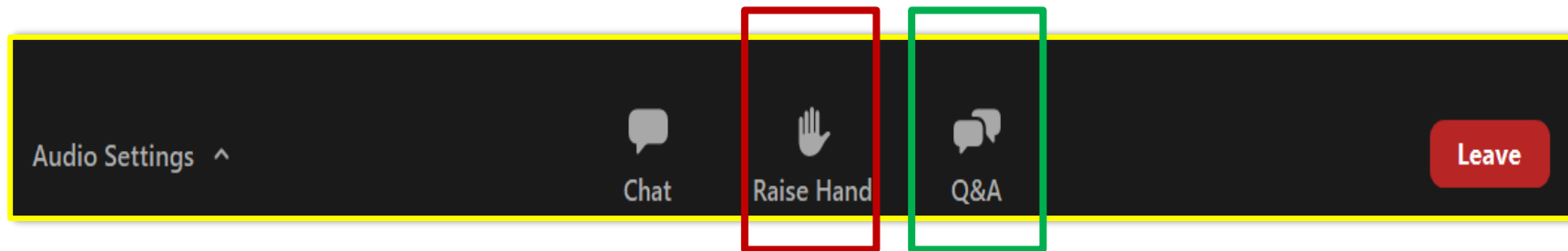
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Welcome & Zoom Webinar Notes

- 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



Thuvan Huynh
Procurement Lead



Marie Cohan
Statewide Digital Accessibility
Program Manager



Brianna Ballenger
HUB Coordinator



Alexis Jimerson
Procurement Lead

Agenda

Request for Offer (RFO)

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

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 **Education Information Technology (I.T.) Products and Related Services** to the State of Texas, acting by and through the Department of Information Resources (DIR).
- DIR may make multiple awards from this RFO.

RFO Overview

Historical Sales

DIR Cooperative Contract Program Sales

	2021	2022	2023
Assistance Org	\$5,980,000	\$4,660,000	\$4,800,000
Higher Ed	\$398,930,000	\$446,820,000	\$514,100,000
K-12	\$920,490,000	\$891,630,000	\$872,800,000
Local Government	\$731,240,000	\$783,360,000	\$949,800,000
Out of State	\$74,970,000	\$84,600,000	\$80,000,000
State Agency	\$645,990,000	\$839,580,000	\$968,700,000
Total	\$2,778,000,000	\$3,051,000,000	\$3,391,100,000

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

FY 2021 Sales	FY 2022 Sales	FY 2023 Sales
\$28,913,608.37	\$42,355,655.65	\$62,772,402.40

RFO Overview

RFO Contents

- RFO DIR-CPO-TMP-588 (contains Attachments 1-5 & Exhibits A-K)
- Attachment 1 – Sample Contract for Products and Services Contracts
- Attachment 2 –Standard Contract Terms and Conditions
- Attachment 3 – Services Agreement Template
- Attachment 4 – Master Lease Agreement Template
- Attachment 5 – MOLA Template
- Exhibit A – Respondent Information
- Exhibit B – Respondent History and Experience
- Exhibit C – Contract Marketing and Customer Support Plan
- Exhibit D – HUB Subcontracting Plan (HSP) Sample Form
- Exhibit E – Itemized Pricing
- Exhibit F – Reference Forms

RFO Overview

RFO Contents

- Exhibit G – Respondent Release of Liability
- Exhibit H – EDGAR Certification Form
- Exhibit I – Policy Driven Adoption for Accessibility (PDAA) Vendor Self-Assessment
- Exhibit J – Voluntary Product Accessibility Template (VPAT)
- Exhibit K – Vendor Accessibility Development Services Information Request (VADSIR)

Request For Offer

Term of Contract

Section 2.7 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.

- **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 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.

RFO Schedule

Section 3.3 Anticipated Schedule of Events

Date/Time	Activity
March 18, 2024	Publish RFO on Electronic State Business Daily
April 3, 2024 10:00 AM (CT)	Optional Pre-Proposal Webinar
April 5, 2024 5:00 PM (CT)	Deadline for submitting questions
May 22, 2024 2:00 PM (CT)	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO
May 23, 2024 – until completed	Evaluation of responses, oral presentations (if requested), negotiations, and contract execution

Evaluation of Responses

RFO Section 4.2.1 – Pass/Fail Criteria

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

RFO Section 4.2.2 – Weighted Evaluation Criteria

- Pricing - 40%
- Respondent History and Experience – 30%
- Respondent's Contract Marketing and Customer Support Plan – 30%

Exhibits A, A1, & B

Exhibit A, Respondent Information – Will be Disqualified if this is not completed and Signed

- 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 A1: Exceptions

- Under Exhibit A Item 13 – Respondent will indicate whether or not it has any exceptions **if yes, the respondent will fill out this form as instructed in Exhibit A** (items 13a through 13g)

Exhibit B, Respondent History and Experience – SCORED

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

Caution: Respondent's Response may be disqualified if their exceptions are excessive.

Exhibits C, D, & E

Exhibit C, Contract Marketing and Customer Support Plan – SCORED

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

Exhibit D, 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 E, Itemized Price Sheet

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

Exhibits F, G, & H

Exhibit F, Vendor References

- Respondent must send the Exhibit F 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 G, Respondent Release of Liability for References

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

Exhibit H, EDGAR Certification Form

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

Exhibits I, J, & K

Exhibit I, PDAA

- Respondent **must** complete the Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment regardless of products and services in the response.

Exhibit J, VPAT

- Respondent must provide an Accessibility Conformance Report (ACR or completed VPAT) for all commercial off-the-shelf (COTS) products.

Exhibit K, VADSIR (for non-COTS)

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

RFO Scope

Section 2 Scope

- DIR intends to contract with the Successful Respondent to provide Education Information Technology (I.T.) Products and Related Services.

RFO Scope

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

- Classroom interactive tools
- Interactive boards
- Touch screens
- Response systems
- Active learning kits
- Mobile/Tablet devices
- Technology based laboratory products
- Graphing calculators

RFO Scope

Type of Software (Commercial off-the-shelf (COTS) or Software-as-a-Service (SaaS) within scope, but not limited to:

- Mobile device applications
- Online and client-based curriculum solutions
- Student information systems (i.e. student retention CRM, student enrollment CRM, subscriptions, etc.)
- Learning Management Systems (LMS) with the purpose of delivering courses to students
- Calculator software applications

RFO Scope

Type of Solution-based technology for Education including, but not limited to:

- Artificial intelligence enhanced products for education
- Technology based solutions for education including bundled hardware and software with services
- Blended learning tools
- Technology based laboratory products
- Accessibility solution-based technology hardware and software learning products

RFO Scope

Type of Services for Education including, but not limited to:

- Information Technology (IT) Management Analysis Services
- Information Technology (IT) Assessment and Planning Services
- Type of Related Services to Hardware and Software including:
 - Installation
 - Warranty
 - Maintenance
 - Support
 - Training
 - Subscriptions
 - Managed Services

RFO Scope

Exclusions/Out-of-Scope

1. Related services only (installation, maintenance, support, training, etc.) without also providing an associated product/service within scope.
2. Custom application development services.
3. Deliverables-Based Information Technology Services (DBITS).
4. Cloud Broker Services.
5. Cloud Assessment Services.
6. Professional or consulting services as defined in Chapter 2254 of the Texas Government Code.
7. Telecommunications services, including any telecommunications services offered in a contract awarded by DIR under a TEX-AN procurement.

***NOTE:** Out of Scope Products includes The State of Texas Prohibited Software /Applications/Developers (manufacturers) list posted at <https://dir.texas.gov/information-security/prohibited-technologies>

HUB Subcontracting Plan (HSP)

Brianna Ballenger
HUB Coordinator



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Exhibit D: 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>

Exhibit D: HUB Subcontracting Plan

Exhibit D: 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

Exhibit D: HUB Subcontracting Plan

The HUB Goal for this RFO is 21.1%

- 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.

Exhibit D: 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

Exhibit D: HUB Subcontracting Plan

METHOD B (Attachment B): If you are subcontracting, and are not going to meet the HUB Goal of 21.1% 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

HUB Subcontracting Plan

You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) up to ten (10) working days before the RFO submittal.

DIR HUB Mailbox:
dir.hub@dir.texas.gov

Exhibit E, Price Sheet

Thuvan Huynh

Procurement Lead



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Exhibit E: 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/List Price:

Pricing Form

Screen Sample

Edit Pricing Form

Back

Related Services

Action	Category	Discount off MSRP
Save Cancel	test	15

<

New Row

Exhibit E: Product and Service Pricing

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

- Exhibit E contains 4 Tabs: (1) Instructions, (2) Products, (3) Related Services, (4) 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:

- Product Category
- Product Description
- Part Number
- MSRP/List Price
- Discount being offered
- DIR Customer Price

Attachments 1, 2, 3, 4, & 5

Sample Contract for Product and Services
Appendix A Standard Terms and Conditions
Services Agreement Template
Master Lease Agreement Template
MOLA Template



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Attachments 1, 2, 3, 4, & 5

- Attachment 1 - Sample Contract
- Attachment 2 - Standard Terms and Conditions
- Attachment 3 – Services Agreement Template
- Attachment 4 – Master Lease Agreement Template
- Attachment 5 – MOLA Template

Digital Accessibility Forms

Marie Cohan

Statewide Digital Accessibility Program

Chief Customer Experience Office

(512) 463-6186

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Digital Accessibility Background

Digital accessibility refers to the inclusive practice of designing and building technology that removes barriers for people with disabilities that prevent interaction with or access to websites, digital tools, and technologies. Digital tools and technologies include **electronic and information resources (EIR)** and **information and communications technology (ICT)**.

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.

Digital Accessibility Documentation

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

- **Required** for all responses
- Assessment of the vendor organization's accessibility policies and accessibility maturity

Vendor Accessibility Development Services Information Request (VADSIR)

- **Non-product** offerings, e.g., website development, application development, other development services, configuration, and integrated solutions

Accessibility Conformance Report (ACR) (Completed VPAT®)

- **Commercial product** offering, e.g., Software (SaaS), Platform (PaaS), managed services, and products that contain a user interface

Instructions are included within the forms which must be submitted complete and accurate. DIR may request additional supporting information.

Policy Driven Adoption for Accessibility (PDAA) Self-Assessment

Addresses the responding vendor's accessibility maturity and is not associated with their product or service offering.

- Accessibility policy maturity provides insight into vendors' ability to provide accessible commercial off the shelf (COTS) and non-COTS offerings.
- Results are mapped to the Policy Driven Adoption for Accessibility (PDAA) Maturity Model.
- Vendors can use the results as a roadmap for implementing their own IT accessibility initiatives.
- Gaps in vendor internal governance systems and leadership commitment inhibit the ability to meet these standards for their products / services.

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

PDAA Maturity Matrix

	Components	Launch	Integrate	Optimize
1.	Develop, implement, and maintain an ICT accessibility policy.	Have an ICT accessibility policy.	Have appropriate plans in place to implement and maintain the policy.	Establish metrics and track progress towards achieving compliance to the policy.
2.	Establish and maintain an organizational structure that enables and facilitates progress in ICT accessibility.	Develop an organization wide governance system.	Designate of one or more individuals responsible for implementation.	Implement reporting/decision mechanism and maintain records.
3.	Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.	Identify candidate processes for criteria integration.	Implement process changes.	Integrate fully into all key processes.
4.	Provide processes for addressing inaccessible ICT.	Create plans that include dates for compliance of inaccessible ICT.	Provide alternate means of access until the ICT is accessible; implement corrective actions process for handling accessibility technical issues and defects	Maintain records of identified inaccessible ICT, corrective action, and tracking.
5.	Ensure the availability of relevant ICT accessibility skills within (or to) the organization.	Define skills/job descriptions.	Identify existing resources that match up and address gaps.	Manage progress in acquiring skills and allocating qualified resources.
6.	Make information regarding ICT accessibility policy, plans, and progress available to customers.	Make Launch level information available.	Make Integrate level information available.	Make Optimize level information available.

Accessibility Conformance Report (ACR) (completed VPAT)

Required for Commercial Products including as-a-service products, managed services, and web interfaces.

- The ACR is a completed VPAT that demonstrates how a product conforms to WCAG 2.0 AA success criteria.
- VPAT version 2.3 or higher must be used to create the ACR.
- Completed based on accessibility testing results and supported by documentation.
- Documents conformance with WCAG Success Criteria (Supported, Partially supports, Not Supported)

Voluntary Product Accessibility Template (VPAT)

Perceivable

1.1 Text Alternatives

1.1.1 Non-text Content A 2.0

1.2 Time-based Media

1.2.1 Audio-only and Video-only
(Prerecorded) A 2.0

1.2.2 Captions (Prerecorded) A 2.0

1.2.3 Audio Description or Media
Alternative (Prerecorded) A 2.0

1.2.4 Captions (Live) AA 2.0

1.2.5 Audio Description
(Prerecorded) AA 2.0

1.3 Adaptable

1.3.1 Info and Relationships A 2.0

1.3.2 Meaningful Sequence A 2.0

1.3.3 Sensory Characteristics A 2.0

1.4 Distinguishable

1.4.1 Use of Color A 2.0

1.4.2 Audio Control A 2.0

1.4.3 Contrast (Minimum) AA 2.0

1.4.4 Resize Text AA 2.0

1.4.5 Images of Text AA 2.0

Operable

2.1 Keyboard Accessible

2.1.1 Keyboard A 2.0

2.1.2 No Keyboard Trap A 2.0

2.2 Enough Time

2.2.1 Timing Adjustable A 2.0

2.2.2 Pause, Stop, Hide A 2.0

2.3 Seizures

2.3.1 Three Flashes or Below
Threshold A 2.0

2.4 Navigable

2.4.1 Bypass Blocks A 2.0

2.4.2 Page Titled A 2.0

2.4.3 Focus Order A 2.0

2.4.4 Link Purpose (In
Context) A 2.0

2.4.5 Multiple Ways AA 2.0

2.4.6 Headings and Labels AA 2.0

2.4.7 Focus Visible AA 2.0

Understandable

3.1 Readable

3.1.1 Language of Page A 2.0

3.1.2 Language of Parts AA 2.0

3.2 Predictable

3.2.1 On Focus A 2.0

3.2.2 On Input A 2.0

3.2.3 Consistent Navigation AA 2.0

3.2.4 Consistent
Identification AA 2.0

3.3 Input Assistance

3.3.1 Error Identification A 2.0

3.3.2 Labels or Instructions A 2.0

3.3.3 Error Suggestion AA 2.0

3.3.4 Error Prevention (Legal,
Financial, Data) AA 2.0

Robust

4.1 Compatible

4.1.1 Parsing A 2.0

4.1.2 Name, Role, Value A 2.0

Conformance with WCAG Success Criteria

- ☐ **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- ☐ **Supports with Exceptions:** 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.

Vendor Accessibility Development Services Information Request (VADSIR)

Vendors must complete this form if response includes one or more of the following services (non-COTS):

- Web 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.)
- Demonstrates how vendors incorporate digital accessibility practices into their development lifecycle, and how they will ensure accessibility compliance

VADSIR Questions (section 3)

1. Key **business processes that include accessible functions**, e.g., product development, procurement, HR, etc.
2. Detail **skills and training resources** used to develop and produce accessible products.
3. Types of **development and testing tools** used when developing accessible products.
4. Corrective action process and systems used for **documenting, tracking, and resolving accessibility issues and defects**.
5. Alternate methods that can be provided for **accessibility non-compliance**.
6. Provide links to or **examples** of your organization's development products.

Digital Accessibility Training for Vendors

DIR offers Digital Accessibility training at no cost to vendors responding to a technology solicitation in Texas. Vendors can request training for employees involved in the solicitation. A registration link will be provided to create your account. Each course takes 45 – 60 minutes to complete.

1. State of Texas Introduction to Digital Accessibility
2. State of Texas Accessibility Policy and Guidelines
3. State of Texas Accessibility in IT Procurement
4. State of Texas VPAT, VADSIR, and PDAA Forms

Registration requests can be sent to statewideaccessibility@dir.texas.gov and should **copy the procurement lead**.

Digital Accessibility Resources

[EIR Accessibility Website](#)

[EIR Accessibility Procurement and Vendor Information](#)

[VPAT template](#)

[VADSIR template](#)

[PDAA template](#)

Digital Accessibility Contact Information

Marie Cohan

Statewide Digital Accessibility Program
Customer Experience Office

statewideaccessibility@dir.texas.gov

General Information and BidStamp Submittal

Alexis Jimerson

Procurement Lead



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General Information

- Reference the RFO page number and section number when submitting questions.
- **Webinar participants may submit questions electronically at any time 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 **April 5, 2024, 5:00 P.M. (CT).**

General Information

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 E, 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

- 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

Contacts for inquiries regarding this RFO:

- Thuvan Huynh CTCD, CTCM – thuvan.huynh@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>.

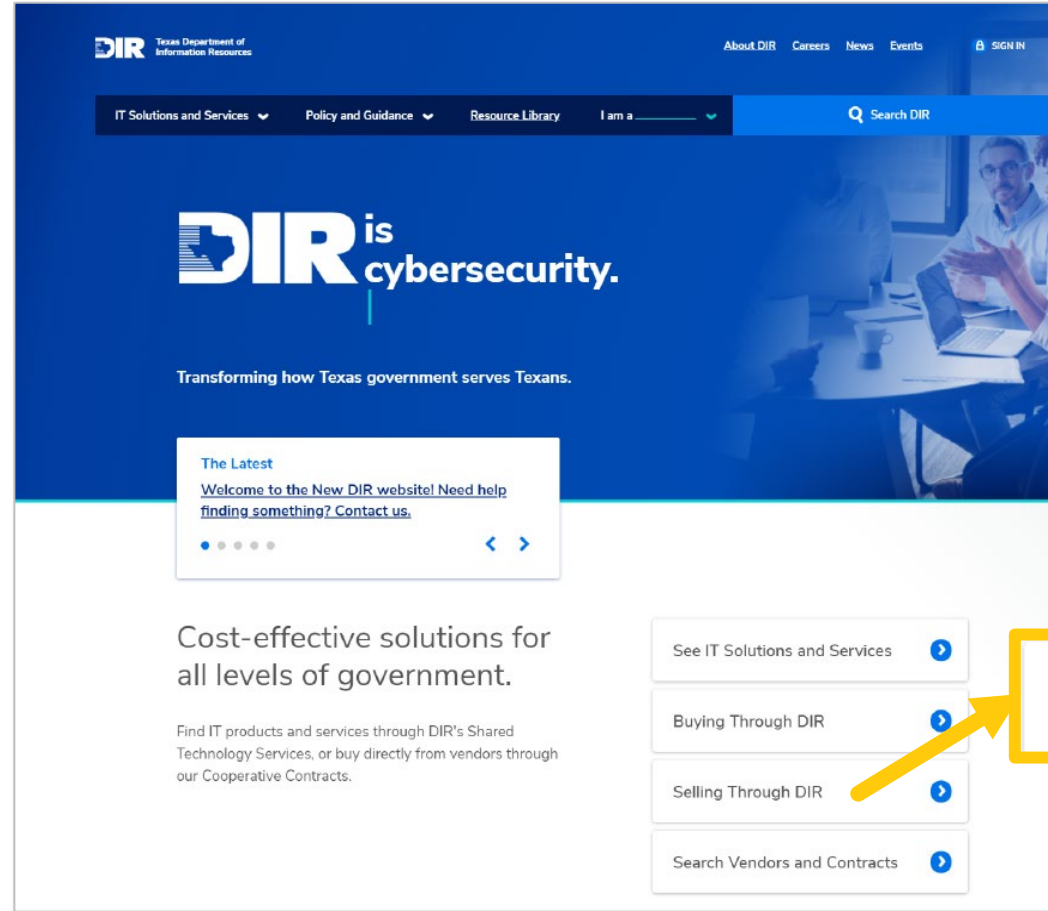
Bid Submittal

- 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.

dir.texas.gov



Note: Scroll down on web page for further information.

Information for Vendors

The screenshot shows the DIR website's 'Selling Through DIR' page. The header includes the DIR logo, 'Texas Department of Information Resources', and navigation links for 'About DIR', 'Careers', 'News', and 'Events'. A secondary navigation bar lists 'IT Solutions and Services', 'Policy and Guidance', 'Resource Library', and a user selection dropdown. A search bar is also present. The main content area features a breadcrumb trail 'Home > IT Solutions and Services' and the title 'INFORMATION FOR Selling Through DIR'. Below this, a paragraph states: 'Vendors are an important partner in the success of DIR's core mission to serve Texas. Our products and services that are vital to our customer's technology needs. Find out more about becoming a DIR partner and which responsibilities each vendor has to fulfill.' A section titled 'Learn more about being a valued Vendor' contains three cards. The first card is 'Doing Business with DIR', the second is 'Schedule of Solicitation Opportunities' (highlighted with a yellow callout), and the third is 'His Undeclared Business Process'. The 'Schedule of Solicitation Opportunities' card is described as: 'Discover current and upcoming solicitation opportunities. This is the first step on how to bid and secure a DIR contract'. The callout box provides a more detailed description: 'Schedule of Solicitation Opportunities. Discover current and upcoming solicitation opportunities. This is the first step on how to bid and secure a DIR contract'.

Schedule of Solicitation Opportunities

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

Note: Scroll down on web page for further information.

Information for Vendors.

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>

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.

BidStamp Application

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

BidStamp Online Solicitation Portal >

Request Credentials for BidStamp Access >

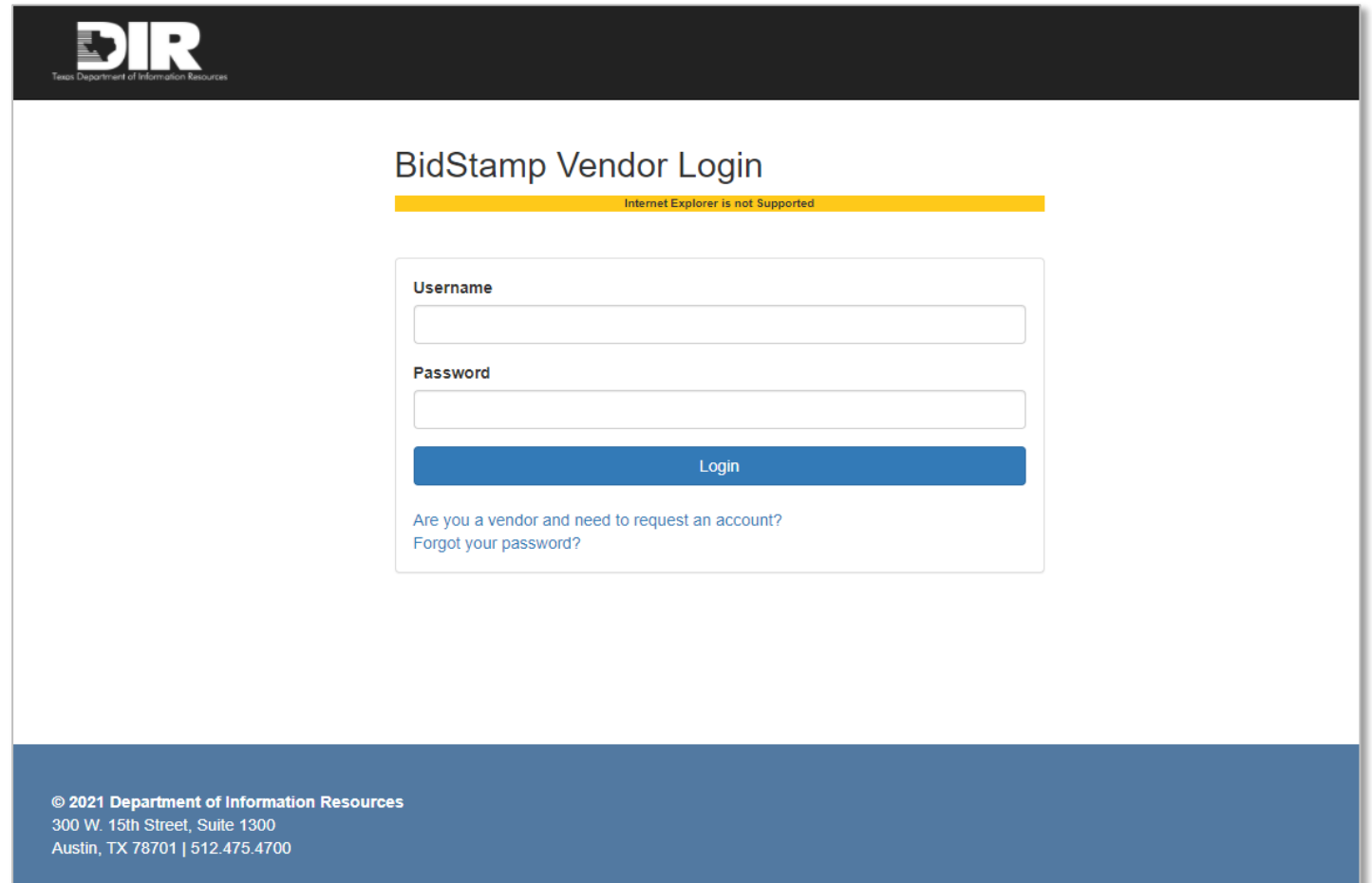
PDF (2.06 MB)
BidStamp VIS Training Guide - Vendor Version 1.0

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>



The screenshot shows the BidStamp Vendor Login page. At the top, there is a black header with the DIR logo (Texas Department of Information Resources). Below the header, the page title "BidStamp Vendor Login" is displayed. A yellow banner indicates "Internet Explorer is not Supported". The login form contains two input fields: "Username" and "Password". Below these fields is a blue "Login" button. At the bottom of the form, there are two links: "Are you a vendor and need to request an account?" and "Forgot your password?". The footer of the page, in a blue bar, contains the copyright information: "© 2021 Department of Information Resources", "300 W. 15th Street, Suite 1300", and "Austin, TX 78701 | 512.475.4700".

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BidStamp Vendor Login

Internet Explorer is not Supported

Username

Password

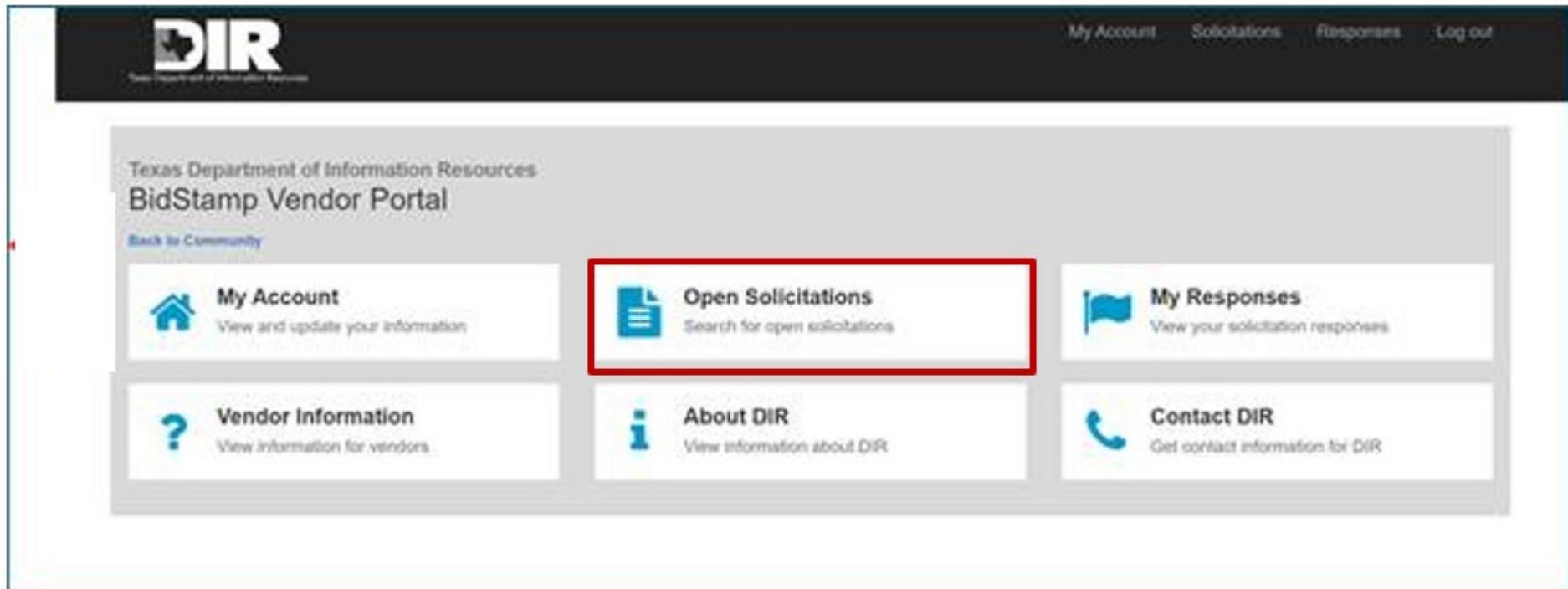
Login

[Are you a vendor and need to request an account?](#)
[Forgot your password?](#)

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Austin, TX 78701 | 512.475.4700

Responding to a Solicitation

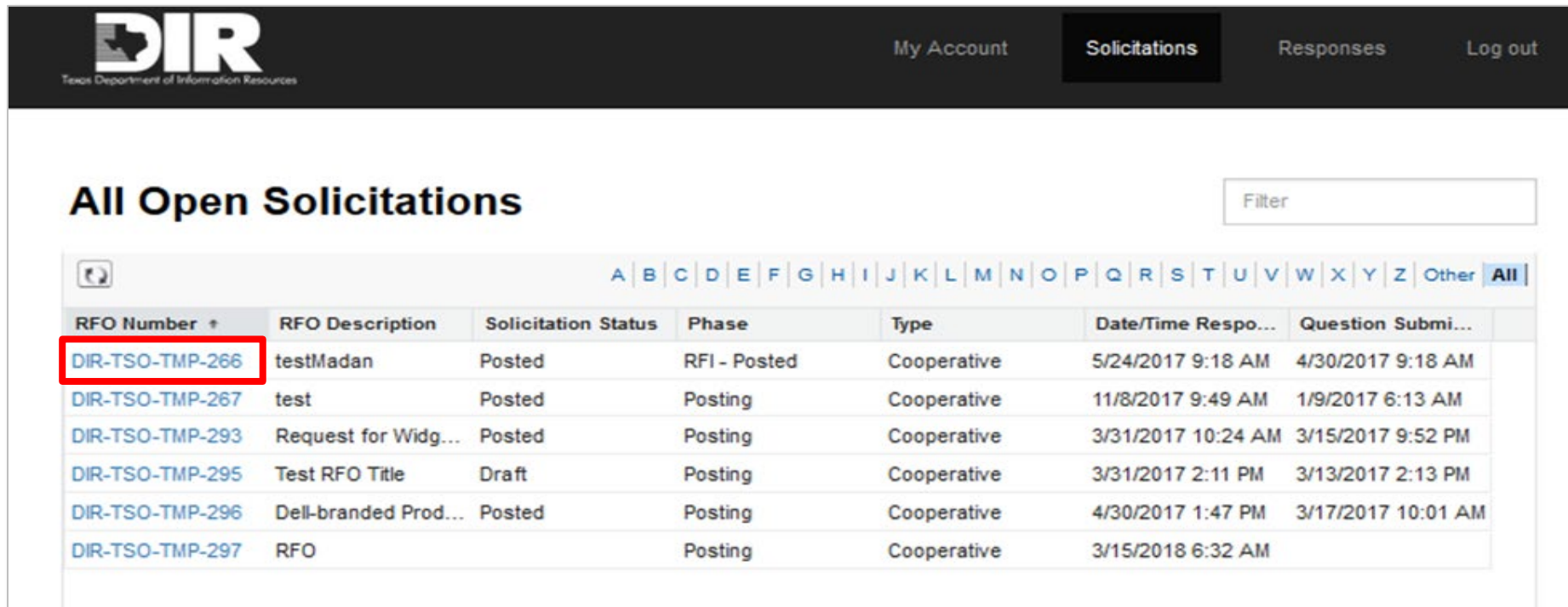
After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.



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-588**) of the solicitation you want to respond to
3. You will be navigated to the "RFO Number" detail page



RFO Number *	RFO Description	Solicitation Status	Phase	Type	Date/Time Respo...	Question Submi...
DIR-TSO-TMP-266	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

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

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My AccountSolicitationsResponsesLog out

RFO Number
DIR-TSO-TMP-473

RFO Number Detail

Respond To Solicitation

Ask A Question

Subscribe to Solicitation

View Solicitation Documents

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

Buttons discussed on the next slide.

Creating a New Response

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

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My Account Solicitations Responses Log out

RFO Response
R0006029

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

Please review the ESBD 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

Delete Submit Ask A Question Create Pricing Form Add HUB Subcontracting Form	
RFO Number	DIR-TSO-TMP-476
Submission Date	Vendor Tech Widgets-R-Us
Submitted By	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

RFO Response Documents [New](#)

No records to display

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 [New](#)

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 ESBD (*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 3.8.4 – Response Files

RESPONDENT MUST PROVIDE THE ITEMS LISTED BELOW.

- Exhibit A – Respondent Information (**SIGNED**)
- Exhibit A – **Canceled Contracts** – Appendix 1 (if applicable)
- Exhibit A1 – Exceptions
- Exhibit B – Respondent History and Experience
- Exhibit C – Contract Marketing and Customer Support Plan
- Exhibit D - Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
- Exhibit E – Itemized Price Sheet
- Exhibit F – Vendor References
- Exhibit G – Respondent Release of Liability for Reference

Response Content

- Exhibit H – EDGAR Certification Form
- Exhibit I – Vendor Accessibility Policy Assessment (PDAA)
- Exhibit J – Voluntary Product Accessibility Template (VPAT)
- Exhibit K – VADSIR (for non-COTS)
- 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

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.

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.

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-588 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 Anticipated Schedule of Events

Date/Time	Activity
March 18, 2024	Publish RFO on Electronic State Business Daily
April 3, 2024 10:00 AM (CT)	Optional Pre-Proposal Webinar
April 5, 2024 5:00 PM (CT)	Deadline for submitting questions
May 22, 2024 2:00 PM (CT)	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO
May 23, 2024 – until completed	Evaluation of responses, oral presentations (if requested), negotiations, and contract execution

Conference Closing

All questions, inquiries must be directed to:

Thuvan Huynh

thuvan.huynh@dir.texas.gov

Thank You



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DIR-CPO-TMP-588 Pre-Proposal Conference - April 3, 2024 - Attendee Report			
Education Information Technology (I.T.) Products and Related Services			
Host Details			
Chief Procurement Office, DIR	cpo@dir.texas.gov		
Panelist Details			
Name	Email	Organization	Job Title
Thuvan Huynh	thuvan.huynh@dir.texas.gov	DIR	Procurement Lead, RFO Single Point of Contact
Stephanie Harrison	stephanie.harrison@dir.texas.gov	DIR	DIR Cooperative Procurements Director
Alexis Jimerson	alexis.jimerson@dir.texas.gov	DIR	DIR COOP Procurement Team
Marie Cohan	marie.cohan@dir.texas.gov	DIR	DIR Accessibility Contact
Theresa Williamson	theresa.williamson@dir.texas.gov	DIR	DIR HUB Coordinator
Attendee Details			
Name	Email	Organization	Job Title
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Marissa Dever	marissa.dever@carahsoft.com	Carahsoft Technology Corporation	Proposal Coordinator
Neil Ferguson	neil@datavox.net	DataVox, Inc	SR VP Marketing
Syed Rahman	syed.rahman@manevsis.com	ManEvSis LLC	President
Nicole Mallette	nicole.mallette@electralink.com	Electra Link, Inc.	Sales Coordinator
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Marena Torres	bpsllc@blueparrotsoftwarellc.com		
Dale Moon	dale@toptalentlearning.com	TOPTALENT LEARNING	Director of Education
Eric Olson	eolson@columbiaadvisory.com	Columbia Advisory Group	Senior Director of Sales
CJ Bettis	cjbettis@docunav.com	DocuNav Solutions	VP of Operations
Paul Avellano	paul.avellano@safarimicro.com	Safari Micro	Sr. Operations Specialist
Sandeep Chauhan	sandeep@intelligaia.com	Intelligaia LLC	VP Marketing
Gary Gennarelli	gary-gennarelli@pluralsight.com	Pluralsight	SLED AE
Tim Bruce	tim@aptitudefactory.com	Aptitude Factory, LLC	Owner/Operator
Marnie Blum	marnie@marcopololearning.com	MarcoPolo Learning	
Kimberly Penn	info@kimberlypenn.com	Webtropolis	CEO
Venkat Rao	venkat@octoze.com	Octoze Technologies Pvt. Ltd	Chief Operating Officer
Robert Ye	robertye@primesystems.com	Prime Systems	COO
Nitin Nagar	nitin@bhtsolutions.com	BHT Solutions LLC	VP Business Development
Hershel Becker	hershel.becker@signatureadvisorypartners.com	Signature Advisory Partners	CEO
kamesh joshi	kamesh.joshi01@nagarro.com	Nagarro Inc.	
Donald Twining	dtwining@microassist.com	Microassist, Inc.	COO
Mike Swartz	michswa@cdwg.com	CDW	Sales Manager
John Speer	john@austindatalogics.com	Austin Data Logics	CEO
Joe Gillio	gillioj@sharpusa.com	Sharp	Manager Bids and Proposals
Karen Smith	karen.m.smith@cgi.com	CGI	Director
Andy Smetana	Bids@pmcsservices.com	PMCSServices	Managing Director
Asha Aravindakshan	Asha.aravindakshan@multiverse.io	Multiverse	General Manager, US
Vee Lim	Virabuth.lim@unicomgov.com	Unicom Government	ISR 2
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Dean Kothia	dean@toptalentlearning.com	TOPTALENT LEARNING LLC	CEO
Susan Patin	susan.patin@txcourts.gov	Office of Court Administration	HUB and Purchasing Coordinator
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Patricia Adams	padams@zwgroup.net	Zeitgeist Wellness Group	President
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Bryan Martin	bmartin@hp.com	HP, Inc.	General Manager
Other Attended			
User Telephone Number			
(713) 705-4679			

Addendum 3

SOLICITATION NUMBER:	DIR-CPO-TMP-588
ADDENDUM NUMBER:	3

Addendum Date: May 2, 2024

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

Thuvan Huynh
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Email: thuvan.huynh@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 DIR-CPO-TMP-588, Education Information Technology (I.T.) Products and Related Services, released March 18, 2024.

In the submission of its response to this solicitation, Respondents shall submit this signed “page” 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)

This addendum to Request for Offer (RFO) DIR-CPO-TMP-588 contains:

1. A modification to the Addendum 2 Question and Answer Document:
 - a. DIR's answer to question number 6 in Addendum 2 is replaced with:
 - i. This is a Cooperative contract solicitation for master contract with a zero-dollar award. The contracts are utilized by DIR customers whenever they determine a need. State agencies have purchasing threshold requirements for IT commodity items, which are outlined in Texas Government Code 2157.068.

Addendum 4

SOLICITATION NUMBER:	DIR-CPO-TMP-588
ADDENDUM NUMBER:	4

Addendum Date: May 30, 2024

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

Thuvan Huynh
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Email: thuvan.huynh@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 DIR-CPO-TMP-588, Education Information Technology (I.T.) Products and Related Services, released March 18, 2024.

In the submission of its response to this solicitation, Respondents shall submit this signed “page” 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)

This addendum to Request for Offer (RFO) DIR-CPO-TMP-588 contains:

1. Modifications to the RFO:
 - a. Page 8, Responses Due is updated to **June 12, 2024 2:00 PM (CT)**.
 - b. Section 3.3 Schedule of Events is amended as follows:

Date/Time	Activity
March 18, 2024	Publish RFO on Electronic State Business Daily
April 3, 2024 10:00 AM (CT)	Optional Pre-Proposal Webinar
April 5, 2024 5:00 PM (CT)	Deadline for submitting questions
June 12, 2024 2:00 PM (CT)	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO
June 13, 2024 – until completed	Evaluation of responses, oral presentations (if requested), negotiations, and contract execution