

Department of Information Resources

Request for Offer DIR-CPO-TMP-577

Data Storage, Data Communications & Networking Equipment 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
19	Communication Boards: Fax, Modem, Internal, etc.	204	Computer Hardware and Peripherals for Microcomputers
20	Communication Control Units: Concentrators, Multiplexers, Couplers, Scan Converters, etc.	204	Computer Hardware and Peripherals for Microcomputers
24	Controllers, Programmable: Industrial Control Devices, Robots, etc.	204	Computer Hardware and Peripherals for Microcomputers

28	Data Entry and Remote Job Entry Devices: Voice Activated: Voice Recognition, Voice Digitization, Speech Synthesizers, etc.	204	Computer Hardware and Peripherals for Microcomputers
35	Drives, Internal: Hard/Fixed Disk	204	Computer Hardware and Peripherals for Microcomputers
37	Drives, Tape	204	Computer Hardware and Peripherals for Microcomputers
55	Microcomputers, Multi-Processor	204	Computer Hardware and Peripherals for Microcomputers
64	Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Firewall Devices, Hubs, Line Drivers, MSAUs, Routers, Switches, Transceivers, etc.	204	Computer Hardware and Peripherals for Microcomputers
72	Power Supplies and Power Related Parts, Internal	204	Computer Hardware and Peripherals for Microcomputers
14	Cables: Printer, Disk, Network, etc.	Computer Hardware and 206 Peripherals for Mainframes and Servers	
20	Communication Boards: Fax, Modem, Internal, Network Cards, Ethernet, etc.	206	Computer Hardware and Peripherals for Mainframes and Servers
21	Communication Control Units: Concentrators, Multiplexers, Couplers, etc.	206	Computer Hardware and Peripherals for Mainframes and Servers
23	Communication Processors and Protocol Converters: Front-End Processor, Network Interface Module, Protocol Interchange, Switching Controls, etc.	206	Computer Hardware and Peripherals for Mainframes and Servers

31	Controllers, Disk: Disk Subsystems, etc.	206	Computer Hardware and Peripherals for Mainframes and Servers
32	Controllers, Local and Remote	206	Computer Hardware and Peripherals for Mainframes and Servers
36	Controllers, Tape: Tape Subsystems, etc.	206	Computer Hardware and Peripherals for Mainframes and Servers
40	Data Entry and Remote Job Entry Devices, Voice Activated: Voice Recognition, Voice Digitization, Speech Synthesizers, etc.	206	Computer Hardware and Peripherals for Mainframes and Servers
46	Drives: Hard and Fixed Disk	206	Computer Hardware and Peripherals for Mainframes and Servers
47	Drives, Tape	206	Computer Hardware and Peripherals for Mainframes and Servers
51	Expansion and Accelerator Boards: Memory, Processor, etc.	206	Computer Hardware and Peripherals for Mainframes and Servers
56	Imaging Systems, Server and Main Frame Computer (Incl. Digital Imaging Network and Technology)	206	Computer Hardware and Peripherals for Mainframes and Servers
59	Modems, External Data Communications	206	Computer Hardware and Peripherals for Mainframes and Servers

64	Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules and Ports, Hubs, Line Drivers, MSAUs, Routers, Switches, Transceivers, etc.	206	Computer Hardware and Peripherals for Mainframes and Servers
68	Power Supplies and Power Related Parts, Internal	206	Computer Hardware and Peripherals for Mainframes and Servers
80	Retrieval Systems, Computer Aided: Indexing, Retrieval and Access Systems, CD ROM Jukebox, etc.	206	Computer Hardware and Peripherals for Mainframes and Servers
89	Storage Devices, Electronic, Disk Drive Compatible, Network Attached Storage (NAS), Storage Attached Network (SAN)	206	Computer Hardware and Peripherals for Mainframes and Servers
10	Batteries, Computer, Peripheral and Universal Power Supply (UPS)	207	Computer Accessories and Supplies
14	Battery Chargers, Computer and Peripheral	207	Computer Accessories and Supplies
67	Power Supplies: Surge Protectors, Uninterruptible Power Supplies, Switches, etc.	207	Computer Accessories and Supplies
27	Communications: Networking, Linking, etc. (Includes Clustering Software), Microcomputer	208	Computer Software for Microcomputers, Systems, Including Cloud-Based (Preprogramed)
90	Utilities: Back-up, Batch File, Firewall, Menus, Operating System, Network Operating System, Network Management, Recovery, Screen, Security, Virus Protection, etc., Microcomputer	208	Computer Software for Microcomputers, Systems, Including Cloud-Based (Preprogramed)

28	Communications: Networking, Linking, etc., Mainframes and Servers	209	Computer Software for Mainframes and Servers, Preprogrammed
41	Driver and Hardware Support Programs, Mainframes and Servers	209	Computer Software for Mainframes and Servers, Preprogrammed
43	EDI (Electronic Data Interchange) Translator Software, Mainframes and Servers	209	Computer Software for Mainframes and Servers, Preprogrammed
47	Emulators, Telecommunication	838	Telecommunications and Cellular Equipment, Accessories and Supplies
83	Telecommunication, Internet Protocol, Network Monitoring, Surveillance, Intrusion Detection Systems and Networking Products	838	Telecommunications and Cellular Equipment, Accessories and Supplies
85	Telecommunication Parts and Accessories (Not Otherwise Classified)	838	Telecommunications and Cellular Equipment, Accessories and Supplies
86	Telecommunicators for the Hearing and Speech Impaired	838	Telecommunications and Cellular Equipment, Accessories and Supplies
90	Tools and Supplies for Copper and Fiber Optic Wiring Systems	838	Telecommunications and Cellular Equipment, Accessories and Supplies
96	Wire and Cable, Telecommunication (Not Otherwise Classified)	838	Telecommunications and Cellular Equipment, Accessories and Supplies
55	Switchers, Audio and Video	840	Television Equipment and Accessories

56	Teleconference Systems, Audio/Video, Including Video on Demand Systems	840	Television Equipment and Accessories
28	Communications Systems; TV, Microwave, Telephone, Computer, Network	907	Architectural and Engineering Services, Non-Professional
26	EDI, Electronic Data Interchange, VAN, Value Added Network Services	915	Communications and Media- related Services
79	Telecommunication Services (Not Otherwise Classified)	915	Communications and Media- related Services
97	Wiring Services, Data and Voice	915	Communications and Media- related Services
24	Data Conversion Services	920	Data Processing, Computer, Programming, and Software Services
31	Installation of Computers, Peripherals, and Related Equipment (Including Software)	920	Data Processing, Computer and Software Services
37	Networking Services, Including Installation, Security, and Maintenance	920	Data Processing, Computer and Software Services
45	Software Maintenance and Support Services and Updates and Data Hosting Services	920	Data Processing, Computer and Software Services
48	Storage Services, Data Media	920	Data Processing, Computer and Software Services
89	Telephone Systems Engineering	925	Engineering Services, Professional

72	Radio, Telecommunications, Telephone Equipment, Including 911 Systems and Facsimile Transceivers, Maintenance and Repair	939	Equipment Maintenance and Repair Services for Computers, Office, Photographic, and Radio/Television Equipment
89	Telecommunications Management Services	958	Management and Operation Services
39	Drives, Rental or Lease: CDROM, Hard, Floppy and Tape	984	Rental or Lease Services of Computers, Data Processing, and Word Processing Equipment
69	Radio and Telecommunications Equipment and Accessory Rental or Lease, Including Radio Towers and Telephone Poles	985	Rental or Lease Services of Office, Photographic, Printing, Radio/Television/Telephone Equipment
77	Telephone Systems and Portable Phones, Including Pagers, Rental or Lease	985	Rental or Lease Services of Office, Photographic, Printing, Radio/Television/Telephone Equipment

Issued: 10/20/2023

Responses Due: January 10, 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.

RFO DIR-CPO-TMP-577 (this document)

a. Attachments

Attachment 1: Sample Contract

Attachment 2: Standard Contract Terms and Conditions

Attachment 3: Services Agreement/Statement of Work (SOW) Template

Attachment 4: Master Lease Agreement Template

Attachment 5: MOLA 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: Voluntary Product Accessibility Template (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 purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Data Storage, Data Communications & Networking Equipment and Related Services to the State of Texas, acting by and through the Department of Information Resources (DIR).
- B. As a result of this RFO, DIR expects to receive and evaluate Responses and select one (1) or more qualified Respondents with whom to enter into negotiations. RFO **Section <u>4 EVALUATIONS</u>**, **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

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

1.3.2 DIR Information

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

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

1.3.3 Information Technology Acquisition

A. Through its Cooperative Contracts Program, DIR assists state agencies and local governments (collectively Customers) with cost-effective acquisition of their information resources by negotiating, managing, and administering contracts with information technology providers. Customers include any Texas state agency, unit of local government, or institution of higher education as defined in Texas Government Code, Section 2054.003; the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, or a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district; those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Texas Government Code, Chapter 771; any local government as authorized through Texas Government Code, Chapter 791; the Interlocal Cooperation Act; the state agencies and political subdivisions of other

- states as authorized by Texas Government Code, Section 2054.0565; and for non-telecommunications IT Commodity products and services, "assistance organizations" defined in Texas Government Code, Section 2175.001.
- B. DIR combines the buying power of authorized Customers to obtain volume-discounted pricing for selected technology products and services. In addition to offering volume-discounted pricing, DIR created the Cooperative Contracts (Coop Contracts) Program to make it easier for Customers to acquire these products and services. Customers place orders with and issue payments directly to the Successful Respondents participating in the Co-op Contracts Program. Subject to DIR rights, DIR will award and negotiate base contract documents with Respondents. Customers contact the Successful Respondent for product and/or services and pricing information, negotiate their own service level agreements and additional terms and conditions, if any, and if more favorable to the Customer, and send their purchase orders (with the DIR contract number) and payments directly to the Successful Respondent, not to DIR. Information regarding the Co-op Contracts Program is located on DIR's Web site at http://dir.texas.gov/View-About-DIR/Pages/Content.aspx?id=41.

1.3.4 Texas Government Code, Section 2157.068

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

management is a service through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software, and technology services.

1.3.5 Cost Recovery

DIR recovers the costs of negotiating, executing, and administering the Co-op Contracts through an administrative fee. DIR is authorized to charge a reasonable administrative fee to all customers per Section 2157.068(d) of the Texas Government Code. The administrative fee must be included in the Successful Respondent's price to the Customer and paid to DIR by the Successful Respondent. The fee has been set at a not-to-exceed level of two percent (2.00%) by the current appropriations act of the State Legislature. For the purposes of responding to this RFO, the administrative fee is seventy-five hundredths of a percent (0.75%). DIR may change the administrative fee at any time during a Contract term. DIR will notify Successful Respondents of any change in the administrative fee.

1.3.6 DIR Cooperative Contracts Program Historical Sales

Contracts negotiated and managed through the Cooperative Contracts Program resulted in over \$8.2 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)

	2020	2021	2022
Assistance Org	\$7,470,000	\$5,980,000	\$4,660,000
Higher Ed	\$374,820,000	\$398,930,000	\$446,820,000
K-12	\$851,820,000	\$920,490,000	\$891,630,000
Local Government	\$687,950,000	\$731,240,000	\$783,360,000
Out of State	\$59,450,000	\$74,970,000	\$84,600,000
State Agency	\$606,910,000	\$645,990,000	\$839,580,000
Total:	\$2,588,000,000	\$2,778,000,000	\$3,051,000,000

Source: DIR Data Warehouse

1.3.7 Current Contracts

DIR currently has multiple Contracts to provide Data Storage, Data Communications & Networking Equipment and Related Services. Table 2 Data Storage, Data Communications & Networking Equipment and Related Services Sales Volume by DIR Fiscal Year shows the total sales volume of services sold through the Data Storage, Data Communications & Networking Equipment and Related Services contracts for fiscal years 2020, 2021, and 2022.

Table 2: Data Storage, Data Communications & Networking Equipment and Related Services - Sales Volume by DIR Fiscal Year

FY 2020 Sales	FY 2021 Sales	FY 2022 Sales
\$103,707,121.83	\$92,247,438.73	\$104,915,544.34

Source: DIR Data Warehouse

2. SCOPE

2.1. Required Products and 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 Data Storage, Data Communications & Networking Equipment and Related Services.
- D. Respondent may propose the following products and services:

2.1.1 Products

- 1. Data Communications & Networking Equipment
 - Routers and switches;
 - Servers:
 - Voice over Internet Protocol (VoIP) products;
 - Phones and headsets;
 - Network equipment;
 - Cabling;
 - Firewalls;
 - Network room infrastructure (i.e., patch panels, wiring blocks, patch cords);
 - Network test equipment and cable tools;
 - Fiber optic accessories; and
 - Telecommunication parts and supplies.

2. Data Storage Products

- Online data storage via the internet;
- Portable storage;
- Colocation/Equipment Room accessories (i.e., racks, cable trays); and
- Cloud Services as applicable to Data Storage only.

Colocation is defined as a data facility in which Customers may rent space for servers and other computing hardware. Colocations may include managed services that support Customers' business initiatives.

2.1.2 Related Services

2 1 2 1 Related Services

Related services are any value-added service that Respondent may perform as related to the products proposed in **RFO Section 2.1.1.** Related services include, but are not limited to, product installation, integration, maintenance and support, technical services, managed services, and product training. Managed Services may include management of Customer owned equipment or a defined set of services to Customer. Related services for Data Communications & Networking Equipment may include Enterprise License Agreements.

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. 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

H. Telecommunications services, including any telecommunications services offered in a contract awarded by DIR under a TEX-AN procurement.

2.3. Pricing

- A. Respondents may submit a response for Data Storage, Data Communications & Networking Equipment and Related Services.
- B. For the purposes of obtaining pricing and evaluating the responses to this RFO, the products and related services, if any, shall be priced and discounted in the excel spreadsheets attached as **Exhibit E Pricing Sheet**.
- C. Respondents must respond as follows to the **Exhibit E Pricing Sheet** for each product and 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.
- D. **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
 - 3. Tab 3: Related Services
 - 4. Tab 4: Volume Discount
- E. 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 is the same for that product/service category, or group of products/services.
- F. The DIR Customer Price shall include all shipping, handling fees, and DIR Administrative Fee.
- G. Volume Pricing: DIR encourages Respondents to offer Volume Pricing or discount for specific services on the spreadsheet.
- H. DIR is not soliciting Data Storage, Data Communications & Networking Equipment 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.

I. Customers must identify their own needs, then contact an awarded DIR Respondent and obtain a price quote for services. Customers may submit a statement of work or purchase order to the Respondent when obtaining a quote based on their needs. The Customer makes the best value determination and issues a purchase order directly to the Respondent.

2.4. Electronic and Information Resources (EIR) Accessibility

- A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR's state agency and Institution of Higher Education Customers must procure EIR that complies with the accessibility standards defined in the Texas Administrative Codes <u>1 TAC 206</u>, <u>1 TAC 213</u>, and in the <u>Worldwide Web Consortium WCAG 2.0 AA</u> 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:
 - 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.
 - 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(s)' 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. Respondents that submit incomplete ACRs or are 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 that 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-577.

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 Products and Related Services* and *Standard Contract Terms and Conditions Cooperative Contracts*. Respondent should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 13 of **Exhibit A Respondent Information**. Failure to abide by these instructions may result in DIR rejecting all exceptions submitted

by the Respondent.

- C. Respondents may request exceptions to standard contract terms and conditions, provided that they provide a legally sustainable reason for the exception (i.e., NOT "My prior contract had the same exception"). If Respondent is unable to comply with these provisions, the Respondent's Response may be subject to disqualification from further consideration. DIR in its discretion may or may not accept the Respondent's requested exceptions; exceptions submitted without a legally sustainable reason will not be considered. Material deviations (including excessive, additional, inconsistent, conflicting, or alternative terms) may render the 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** <u>3.8.3.4</u> contains the format for Respondents to note any exception to any provision, term, or condition specified in the RFO.
- C. Any objections or exceptions should be noted in keeping with **RFO Section** 3.8.3.4.

D. In the event of prolonged Contract negotiations due to the number and/or significance of exceptions taken, lack of responsiveness, or other failure to close Contract negotiations on the part of Respondent that are not due to a failure on the part of DIR, DIR may, in its sole discretion, bypass the Respondent and commence negotiations with the next-highest scoring Respondent, or continue with the current Respondent with a shorter contract term.

2.8. Option to Extend

The Successful Respondent agrees that DIR may require continued performance, beyond the initial or any renewal Contract term, of any of the within described services at the rates specified in the Contract. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed 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. James Burkhart is the sole point of contact for this procurement. Routine correspondence may be directed to James Burkhart as follows:

James Burkhart
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
E-mail: james.burkhart@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:

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- 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) web site.

Table 3: Schedule of Events

Date/Time	Activity
October 20, 2023	Publish RFO on Electronic State Business Daily
October 30, 2023 11:00 AM (CT)	Optional Pre-Proposal Webinar
November 6, 2023 2:00 PM (CT)	Deadline for submitting questions
January 10, 2024 2:00 PM (CT)	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO

Date/Time	Activity
January 10, 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 question deadline as well as questions submitted via the webinar itself. Although DIR may provide tentative verbal answers to questions on the webinar, only answers provided in writing by DIR shall be considered official. Information in any form other than the materials constituting this RFO and its Exhibits, the Question and Answer Document(s), and any Addenda shall not be binding on DIR. DIR reserves the right to amend answers prior to the offer submission deadline.
- D. The webinar will be available live via the web. To participate in this live interactive Webcast, you must register at:
 https://www.zoomgov.com/webinar/register/WN Ou38flDVRmKVPtgzxeGgUA

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 21.1%. ALL RESPONDENTS RESPONDING TO THIS RFO, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBs. THE HSP MUST BE INCLUDED AS PART OF THE RESPONSE TO THIS RFO. FAILURE TO

COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.

- 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/tpasscmblsearch/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 share goods and services in order to foster greater economy and efficiency. DIR uses an open market competitive procurement process to award contracts as required by Texas Government Code 2054 and 2157. If Successful Respondent provides evidence of its EDGAR compliance that DIR to the best of information and belief, finds to be satisfactory, then DIR may identify Successful Respondent as certifying that all or a portion of Successful Respondent's listings are EDGAR eligible, and DIR may then permit Successful Respondent to so identify all or part of its offerings on Successful Respondent's DIR website. In such cases, upon request from eligible Customer, Successful Respondent must complete EDGAR certification affirmation forms to satisfy Customer requirement.

3.6.2 Successful Respondent Performance and Debarment

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

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

3.6.3 Required Respondent and Subcontractor Current and Former State Employee Disclosures

Respondent shall disclose, for itself and on behalf of all of its Subcontractors, in its response to **Exhibit A Respondent Information**, **Section 12 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 are institution of higher education completion of the program by each such officer, employee, or subcontractor.

3.7. Response Deadline and Submission Requirements

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

3.8. Response Instructions

- A. Respondent will follow the instructions set forth in the following Exhibits and Attachments to this RFO.
- B. Each section, Exhibit, and Attachment of this RFO, along with any other associated files, contains individual detailed instructions regarding the required format of the Respondent's Response. The Respondent is required to respond according to the instructions contained in each section of this RFO.

C. Respondent's Response must be consistent with the structure, sequencing, and terminology used in this RFO.

3.8.1 BidStamp Vendor Information System (VIS) Portal

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

3.8.1.1 VIS Account Request Process

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

3.8.1.2 Solicitation Response Requirement

- A. Any Respondent to this RFO must submit their Response through the BidStamp VIS unless other arrangements are made in advance of the RFO due date and time. Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in 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 Experience, providing information regarding its past relevant experience.
- B. Respondent shall not refer to information provided elsewhere in the RFO Response or reference website links.

3.8.2 No Marketing Materials Desired

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

3.8.3 Response Documents

3.8.3.1 Executed Offer Form

The Respondent shall complete and sign the Executed Offer Form found in **Exhibit A** of this RFO document. **This form must be completed and signed. Failure to sign Exhibit A will result in the disqualification of the response as noncompliant.**

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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 five (5) 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.

3.8.3.3 Canceled Contract References

Using **Exhibit A Respondent Information**, **Attachment 1 Canceled Contracts** (included as part of **Exhibit A**), Respondent shall provide the name, title, contact number and description of services provided for any contract that was canceled or prematurely terminated in the past five (5) years. Respondent shall include details on the reason for the cancelation and the Respondent's position relevant to the cancelation, including the final resolution of the contract cancelation. For each company or entity listed, Respondent shall provide a signed RFO **Exhibit 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.
 - 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 <u>cannot</u> comply with the provision, term, or condition **and** why the proposed alternative language <u>must</u> 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 Excel document, a file entitled "ABC_577_Exceptions.xlsx" 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 Pricing

Any Respondent responding to this RFO must submit specific pricing for the products and services requested herein. For the purposes of obtaining pricing and evaluating the responses to this RFO, the products and related services, if any, shall be priced and discounted as instructed.

Respondents should not assume they will have the ability to negotiate better pricing/discounts, but rather respondents should make their best offer on pricing/discounts with their initial response.

3.8.4.1 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 Respondents' offer being disqualified from further evaluation.

Respondents must submit the discount(s) of the offerings on <u>Automated Pricing</u>
<u>Form</u> 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 <u>one</u> 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.

<u>Product discount ranges and/or averages will not be accepted</u>. 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: Data Storage
- ii. Brand Name: Example: Unitrends

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.

3.8.4.2 Exhibit E – Itemized Pricing

Respondent shall use the electronic version of Exhibit E - Itemized Pricing to provide a detailed response. Respondent shall not alter the format of the pricing template. Respondent may add additional rows but shall not delete or change formulas.

The detailed products and related services offerings shall be provided on Exhibit E Itemized Pricing and shall be <u>uploaded</u> as an excel spreadsheet in the BidStamp VIS document set.

Discounts entered in Exhibit E Itemized Pricing must match the discounts entered in the Automated Pricing Form. **DIR may disqualify brand(s) proposed if a discrepancy is found**.

For purposes of this RFO, there are Four (4) Tabs identified below that are in the Exhibit E Itemized Pricing Sheet:

- i. Tab 1: Instructions
- ii. Tab 2: Products Detail
- iii. Tab 3: Related Service Details
- iv. Tab 4: Volume Discount

3.8.4.3 Related Services

Any Vendor offering product-related services must submit a description of those services and the related pricing in the Exhibit E, Itemized Price Sheet.

3.8.4.4 Manufacture Letters of Authorization

Respondent responding to this RFO as the Reseller/Order Fulfiller of the Software, Commercial Off the Shelf (COTS) and Related Services must submit the Manufacturer's resell authorization letter from the Manufacturer and/or Publisher.

3.8.5 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_577_Exhibit A.docx"
Exhibit B: Respondent History and Experience	"ABC_577_Exhibit B.docx"
Exhibit C: Contract Marketing and Customer Support Plan	"ABC_577_Exhibit C.docx"
Exhibit E: Itemized Pricing	"ABC_577_Pricing.xlsx"
Exhibit G: Respondent Release of Liability	"ABC_577_Exhibit G.docx"
Exhibit H: EDGAR Certification Form	"ABC_577_EDGAR.docx"
Exhibit I: PDAA form	"ABC_577_PDAA.docx"
Exhibit J: VPAT (ACR)	"ABC_577_ACR_Brand.docx" *include the actual "Brand" name in the document naming convention*
Exhibit K: VADSIR	"ABC_577_VADSIR.docx"
HUB Subcontract Plan (HSP) - MUST BE COMPLETED and SIGNED	"ABC_577_HSP.pdf"
Exhibit A1: Exceptions - Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions	"ABC_577_Exceptions.xlsx"
Redlined version of Attachment 2 Standard Terms and Conditions, if applicable	"ABC_577_Exceptions_Redline.docx"
Signed Addenda to the RFO	"ABC_577_Addenda" (.docx or .pdf)
Manufacturer Letters of Authorization (if applicable)	"ABC_577_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 resolicitation 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

Version 1.0 Rev. 3/21/23 redacted and unredacted copy of its Response. In the unredacted copy, Respondent must specify page-by-page and line-by-line the parts of the Response that it believes are exempt. Respondent may not mark its complete Response "copyrighted" or mark every page as proprietary or confidential. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons substantiating the exception(s). DIR may publish or release the redacted copy of the Response without notice to or consent from Respondent.

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

H. DIR makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFO, its Appendices and Attachments, and in the Data Room, if any. The Respondent is responsible for making its own evaluation of information and data contained in this RFO and in preparing and submitting its Response.

3.14. News Release

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

4. EVALUATIONS, NEGOTIATIONS, AND AWARD

4.1. Evaluation of Responses

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

4.2. Evaluation Criteria

4.2.1 Pass/Fail Criteria

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

- A. Financial Information is a Pass/Fail review conducted by the Finance Group based on the Respondent's financial stability as reported by Dun and Bradstreet; Respondent shall provide an accurate DUNS number 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

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- 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:
 - 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)** 45%
- 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** 25%
- 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** <u>4.1</u> 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-577 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 <u>and signed by an officer or agent empowered</u> 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 <u>cannot</u> comply with the provision, term, or condition and why the proposed alternative language <u>must</u> be included in the Response. Examples of nonresponsive explanations include:
 - 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;
- 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 Excel document, the Exhibit A1 Exceptions and name it "ABC_577_Exceptions.xlsx."

- E. Respondents are encouraged not to request exceptions to standard contract terms and conditions; DIR, in its sole discretion, may or may not accept the Respondent's requested exceptions. Exceptions will be one (1) factor considered by DIR in determining best value for the State.
- F. If there are no exceptions, the Respondent shall explicitly state in the Microsoft Excel document "ABC_577_Exceptions.xlsx" that the Respondent takes no exception to any part of this RFO.
- G. Any exception may result in the Contract not being awarded to the Respondent. DIR reserves the right to exclude a Respondent based upon the quality and substance of any exception(s).

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

In addition to completing the 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:

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

Subcontractor personnel:

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

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

- 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			

Exhibit A Respondent Information Version 1.0

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-577; has been read and understood. In submitting its Response insert <u>company's legal name here</u> 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

Exhibit A Respondent Information Version 1.0

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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 Principle Place of Business in Exhibit A, Respondent Information Form, Respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part I, Chapter 20;
- 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 \square have / \square 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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Date

Signature	of Officer or Age	ent empowere	d to contractua	lly bind the Resp	ondent
REQUIR	D)				
Γitle					

<END OF EXHIBIT A>

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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:		
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:	1	

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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

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	
Related Services	

- 3) For each Technology Category selected in <u>Table 1</u> 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 <u>Table 2</u>, 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		
Market Segment	Total Number of Years Providing Services being Requested	
All Sectors		

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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 <u>Table 5</u>, 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: <u>Customer Eligibility</u> | 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?

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- 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. <u>Provide names, titles, prior account management experience for accounts of the State's size and type.</u>
 - 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 uninterruption 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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Data Storage, Data Communications & Networking Equipment and Related Services 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 (HSP)

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

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

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



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HUB Subcontracting Plan (HSP) QUICK CHECKLIST

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

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

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HUB Subcontracting Plan (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 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 require to be subcontracted to HUBs with which the respondent does not have a continuous contract* in HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas and the subcontract of the subcontrac	place for more than five (5) years shall qualify for meeting the

EC	CTION 1: RESPONDENT AND REQUISITION INFORMATION				
a.	Respondent (Company) Name:	State of Tex	kas 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 D	ate:		
			(mm/dd/y	yyy)	

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 <u>any</u> 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).

		HU	Bs	Non-HUBs
Item #	Subcontracting Opportunity Description	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).

		HUBs		Non-HUBs	
Item #	Subcontracting Opportunity Description	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 <u>continuous contract</u> * 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 JUSTIFICAT responded "No" to SECTION 2, Item a, in the space materials and/or equipment.			
SECTION 4: AFFIRMATION			
As evidenced by my signature below, I affirm that I an	n an authorized representative of the responden	t listed in SECTION 1, and that t	he information and
supporting documentation submitted with the HSP is tru	ue and correct. Respondent understands and agree	ees that, <u>if awarded any portion o</u>	f the requisition:
 The respondent will provide notice as soon as p contract. The notice must specify at a minimum subcontracting opportunity they (the subcontractor the total contract that the subcontracting opportunity point of contact for the contract no later than ten (m the contracting agency's name and its point or) will perform, the approximate dollar value of to inity represents. A copy of the notice required by	of contact for the contract, the the subcontracting opportunity ar	contract award number, the did the expected percentage of
 The respondent must submit monthly compliand compliance with the HSP, including the use https://www.comptroller.texas.gov/purchasing/doc 	e of and expenditures made to its subcontr	ractors (HUBs and Non-HUBs)	
 The respondent must seek approval from the consubcontractors and the termination of a subcontractor respondent may be subject to any and all enforces state contracting. 	actor the respondent identified in its HSP. If the F	HSP is modified without the contra	acting agency's prior approval,
 The respondent must, upon request, allow the co are being performed and must provide documenta 		he company's headquarters and	or work-site where services
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 <u>each</u> 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 <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

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

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

SECTION A-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: Description:

SECTION A-2: SUBCONTRACTOR SELECTION

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

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

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

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here:	Requisition #:

IMPORTANT: If you responded "**No**" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for <u>each</u> 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-qfe-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 <u>specific</u> 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 <u>MUST</u> comply with items <u>a</u>, <u>b</u>, <u>c</u> and <u>d</u>, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs <u>and</u> 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 <u>and</u> 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 <u>and</u> to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.
- **b.** List the <u>three (3)</u> 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	d?
		- Yes - No	o
		- Yes - No	5

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 the attachment.	listed in SECTION 2, Ite	em b, of the completed HSI	P form for which you	u are completing
a. Enter the item number and description of the subcontracting opportunit	y for which you are comple	eting this Attachment B cont	inuation 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 Emplioyer 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 a http://mvcpa.cpa.state.tx.us/tpasscmblsearch/index.jsp . HUB status code "A" signifies that the company is a Texas certified HUB.				
Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
c. If any of the subcontractors you have selected to perform the subcontractors justification for your selection process (attach additional page if necess)		d in SECTION B-1 is <u>not</u> a	a Texas certified HU	B, provide <u>writte</u>

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 <u>all</u> 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 <u>no later than ten (10) working days</u> after the contract is awarded.

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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 https://exas.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.

identified in Section C, Item 1. Submit your response to the point-or-contact reference	30 IN SECTION A.
SECTION A: PRIME CONTRACTOR'S INFORMATION	
Company Name:	State of Texas VID #:
Point-of-Contact:	DL #
E-mail Address:	
SECTION B: CONTRACTING STATE AGENCY AND REQUISITION	NFORMATION
Agency Name:	
Point-of-Contact:	Phone #:
Requisition #:	Bid Open Date:
	(mm/ddl/yyyy)
SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE	DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
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)
least seven (7) working days to respond to the notice prior to submitting our bit to us submitting our bid response to the contracting agency, we must progranizations or development centers (in Texas) that serves members of American, Woman, Service Disabled Veteran) identified in Texas Administral (A working day is considered a normal business day of a state agency, not in	including weekends, federal or state holidays, or days the agency is declared closed is sent/provided to the HUBs and to the trade organizations or development centers
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications:	- Not Applicable
4. Bonding/Insurance Requirements:	- Not Applicable
5. Location to review plans/specifications:	- Not Applicable

RFO Title: Data Storage, Data Communications & Networking Equipment and Related Services DIR-CPO-TMP-577

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.

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

	Fo		ndor reference: DIR CUSTON ses, the formula to calculate DO NOT make any chan	e DIR Customer Price is	s: DIR Customer Price = ne grids. Insert additional	MSRP x (1-E rows as need VPAT/ACR	OIR Discount%) ded.	x (1+0.759		
BRAND	CATEGORY		PRODUCT DESCRIPTION ProLiant ML30 Gen10 Plus E-2314	PART NUMBER		(upload or provide Website link)	or Reseller	MSRP	DISCOUNT % OFF MSRP	PRICE*
Example	Data Storage		2.8GHz 4-core 1P 16GB-U 4LFF- NHP 1TB 350W PS Server	P44719-001	Included	VPAT.docx	Manufacturer	\$498.51	30.00%	\$351.57 \$0.00
										\$0.00
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Department of Information Resources Request for Offer {{RFONUMBER}} {{SolicitationName}}

Price Sheet f	for Related Services	
Related Services	MSRP	DIR Customer Discount from MSRP [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 Customo	\parallel ers shall include the .75% adm	inistrative fee.

	Optional Price Sheet for Volu
BRAND NAME	CUMULATIVE
Example: ABC Brand	Example: \$1,000,000-\$2,000, 000
Example: ABC Brand	Example: \$2,000,000-\$3,000, 000
BRAND NAME	PER TRANSACTION
Example: All proposed brands	Example: \$50,000-\$100, 000
Example: All proposed brands	Example: \$100,000-\$200, 001
BRAND NAME	BY QUANTITY
Example: ABC Brand	Example: 1-99 units
Example: ABC Brand	Example: 100-500 units
Example: ABC Brand	Example: 500+ units

me Discounts	
FREQUENCY	ADDITIONAL DISCOUNT
Annually	add 1.00%
Annually	add 1.50%
FREQUENCY	ADDITIONAL DISCOUNT
Per Transaction	add 1.00%
Per Transaction	add 1.50%
FREQUENCY	ADDITIONAL DISCOUNT
Per Order	add 1.00%
Per Order	add 1.50%
Per Order	add 2.00%



Department of Information Resources

Request for Offer

DIR-CPO-TMP-577

Data Storage, Data Communications & Networking Equipment and Related Services

Exhibit F Vendor References

VENDOR REFERENCE

Data Storage, Data Communications & Networking Equipment and Related Services Request for Offer DIR-CPO-TMP-577

REFERENCE DEADLINE TO DIR: No later than January 10, 2024 at 2:00 PM

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill out and return directly to DIR at the following email address: RFO577@dir.texas.gov

<u>ır</u>	ils portion to be completed by the vendor requesting reference informati	<u>on</u>				
Ve	endor Name	_				
<i>In</i> :	sert Type of Product/Services Category(e.g., Software)					
Pr	ime Contractor					
Su	ibcontractor(s)					
	ates of Performance: Starting Date Ending Date					
To	otal Est. Contract Dollar Amount \$					
<u>Th</u>	nis portion to be completed by the Customer providing reference and retu	ırned t	o DIR a	t RFO5	77@di	r.texas.gov.
	nting: (0) Unsatisfactory; (1) Marginally Satisfactory; (2) Satisfactory; (3) E efinitions for each rating category are contained on the following page.	xceeds	Expect	ations;	N/A. I	Not Applicable
Ple	ease provide your opinion by rating the following:					
Q	uality 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?	<u> </u>	□1	□2	□3	□N/A
3.	Vendor's knowledge of and ability to answer questions about the products?	$\Box 0$	□1	□2	□3	□N/A
4.	Vendor's ability to resolve problems?	□0	□1	□2	□3	□N/A
Co	ost					
5.	Timely, current, accurate & complete invoices.	□0	□1	□2	□3	□N/A

Timeliness of Performance 6. Adherence to delivery schedule (major tasks, milestones) $\Box 0$ \square 2 $\square N/A$ $\Box 1$ □3 **Business Relations & Customer Satisfaction** 7. Effectively communicated with customer management & staff. □3 $\square N/A$ $\Box 0$ $\Box 1$ $\square 2$ 8. Vendor personnel (professional, cooperative & flexible). $\Box 0$ $\Box 1$ $\square 2$ □3 $\square N/A$ 9. Vendor's attitude toward customer service $\square 2$ □3 □N/A $\Box 0$ $\Box 1$ 10. Overall Satisfaction with Vendor $\square 2$ □3 $\Box 0$ $\Box 1$ $\square N/A$ **Comments: (Please use additional page if necessary)** In your opinion, should this Vendor be used again for Product/Services? ☐Yes \square No In your opinion, should this Vendor be recommended to others? □Yes \square 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

	providing	

Ente	er name of company	providing the reference here
You are hereby re	quested to provide a	business reference for:
	er name of company rence	(Respondent) or key staff person's name needing a
to the: Texas Depa	artment of Informatio	on Resources Solicitation Evaluation Team
parties' business r key staff person si agents, employee: providing a refere	elationship. By signir gning below releases s, and all persons, na nce from any and all	In that you deem relevant relating to the above-nameding this document, the entity and, if applicable, individual is the above-named company providing a reference, its stural or corporate, in privity with above-named company liability, claims or causes of action arising from their this request for a business reference.
Signed the	day of	, 20
		(Respondent Signature)
		(Nespondent signature)
		(Respondent Printed Name)
		(Respondent Title)
Signed the	day of	, 20

DIR-CPO-TMP-577

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the

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

Acquis contra	sition Regulations Council (Coun	d by the Civilian Agency Acquisition Council and the Defense cils) as authorized by 41 U.S.C. 1908, must address administrative, uces where contractors violate or breach contract terms, and provide opriate.
	Does vendor agree?	Initials of Authorized Representative of vendor
		must address termination for cause and for convenience by the Non- which it will be effected and the basis for settlement.
	Does vendor agree?	Initials of Authorized Representative of vendor
meet to opport Emplo Executand in	the definition of "federally assisted tunity clause provided under 41 syment Opportunity" (30 FR 123 tive Order 11375, "Amending Ex	except as otherwise provided under 41 CFR Part 60, all contracts that a construction contract" in 41 CFR Part 60-1.3 must include the equal CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal 519, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by executive Order 11246 Relating to Equal Employment Opportunity," R part 60, "Office of Federal Contract Compliance Programs, Equal of Labor."
Do	oes 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.

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: ______ Fax Number: ______ Printed Name and Title of Authorized Representative: _____ Email Address: _____ Signature of Authorized Representative: ______ Signature of Authorized Representative: _____ Signature of Authorized Representative: _____ Signature of Authorized Representative: ______ Signature of Authorized Representative: _______ Signature of Authorized Representative: _______ Signature of Authorized Representative: ________ Signature of Authorized Representative: ________

Date: Federal Tax ID#

CONFLICT OF INTEREST QUESTIONNAIRE

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,	Date Received
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).	
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.	
Government Gode. All offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	-
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 app	
later than the 7th business day after the date on which you became aware that the origincomplete or inaccurate.)	ginally filed questionnaire was
Name of local government officer about whom the information in this section is being discl	osed.
3	
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each officer w	with whom the wonder has an
employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.	
A. Is the local government officer named in this section receiving or likely to receive taxable i income, from the vendor?	ncome, other than investment
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from	
government officer named in this section AND the taxable income is not received from the local	al governmental entity?
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity wit government officer serves as an officer or director, or holds an ownership interest of one percentage.	
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 I	nform	action
Name:		
Address:		
Respondant In	forma	stion
-		
Name:		
Email:		
PDAA		
completion		
date:		
My organization	on is a	(choose one or more if applicable)
	Manu	ufacturer: My organization sells a commercial product or an as-a-service application we built
		ce Provider: My organization provides development, customization, and advisory services
	_	rator: My organization provides solutions with a combination of commercial products, as-a-service applications, and customization services
	Kesei	ller or Catalog Supplier: Only offers 3rd party commercial products and as-a-service applications with no development services
For each crite	ria st	atement, please enter in the shaded fields the number corresponding to the statement in each grouping that is most relevant to your organization today.
Responses		
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)
	1	1a. Having an ICT accessibility policy. My organization is developing an ICT accessibility policy.
		wy organization is finalizing an ICT accessibility policy. My organization is finalizing an ICT accessibility policy.
		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.
		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.
		My organization is identifying metrics that can be used to gauge policy compliance. My organization is collecting metrics and has begun designing progress reporting based on them.
		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 measurably upon taines of mynore organization wide governance or cit deceasionly. 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.
	1	2c. Implementing reporting/decision mechanism and maintain records.
		My organization is developing tools and procedures for tracking ICT accessibility issues. My organization is tracking and keeping records of ICT accessibility reporting and decisions.
		wy organization tues 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	No 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.
		My organization has begun modifying its key business processes to integrate accessibility criteria.
		My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes. My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.
	,	wy organization is completed accessioning criteria indunication for most or its key positiess processes, and has degun using triese indunined processes. 3. 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.
- 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, 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 <u>some</u> 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.
- 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.
- 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% Launch Integrate Optimize

FAQs for Policy-Driven Adoption for Accessibility (PDAA)

For companies/vendors

1. What is PDAA?

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

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

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

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

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

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

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

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

4. How will this information be used?

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

 $\label{pda:pda} PDAA \ Maturity \ Model \ (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Maturix.pptx)$

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.

 $\underline{PDAA\ Maturity\ Model\ (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA\%20Maturity\%20Matrix.pptx)}$

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

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

For government organizations/agencies

8. What is PDAA?

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

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

9. Does the PDAA replace VPATs?

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

10. Why a "maturity model" of evaluation?

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

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

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

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

12. How should we score PDAA information?

In general, the PDAA questionnaire is meant to ensure that the same information is collected from all bidders, and how the agency uses that information will depend on circumstances. While scoring has not yet been established for PDAA, the responses from the questionnaire may be used as criteria in selecting offerings or vendors.

PDAA evaluation is an area that will need some practical experience, and we hope that organizations will share what they learn.

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

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

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

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

15. What other states are using the PDAA model?

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

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

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

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 I	nforn	nation
Name:		Widgets Inc.
		111 Chata Blad Andone TV 79701
Address:		111 State Blvd. Anytown, TX 78701
Respondant In	form	ation
Name:		Alex Smith
Email:	_	myemailaddress@company.com
PDAA completion date:		1/1/2015
My organization	on is	a (choose one or more if applicable)
Х	1	oufacturer. My organization develops and sells its own ICT products / services
	Serv	ice Provider: My organization sells IT development services
	1 '	grator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
	Rese	eller or Catalogue Supplier: Does not develop or have its own products, but offers COTS 3rd party products
today.	ia sta	atement, 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
Responses		
		1. Develop, implement, and maintain an ICT accessibility policy.
2	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.
2	1	My organization is developing an ICT accessibility policy.
		My organization is finalizing an ICT accessibility policy.
		My organization has approved an ICT accessibility policy.
1		1b. Having appropriate plans in place to implement and maintain the policy.
		My organization is developing plans to implement our ICT accessibility policy and ensure that it is maintained.
		My organization has completed planning for initial implementation and maintenance of our accessibility policy.
1	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. My organization is identifying metrics that can be used to gauge policy compliance.
		My organization is collecting metrics and that has begun designing progress reporting based on them.
	3	My organization is tracking progress on policy adoption and continues to refine the metrics.
		Section 1 Comments (Provide any comments or additional information on this section here.)
		2. Establish and maintain an organizational structure that enables and facilitates progress in ICT accessibility.
	0	My organization has no plan to develop a governance system to support ICT accessibility. (If selected, skip to next section or provide comments at the end of this section)
	1	2a. Developing an organization wide governance system. My organization is investigating opportunities to improve organization wide governance for ICT accessibility.
	2	my organization is finalizing upper tunings or improve organization wise governance on circ accessionity. My organization is finalizing plans that will result in an organization wide governance system.
		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. My organization is tracking and keeping records of ICT accessibility reporting and decisions.
	3	My organization is tracking and keeping records or ic1 accessibility reporting and decisions. 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	Catany Vernout/nesseller. Adulties processes in the person to your research or a Catanyuge uniterings. 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	Ĭ	3a. Identifying candidate processes for criteria integration.
	1	
		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.
		My organization has begun modifying its key business processes to integrate accessibility criteria.
		My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes. My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.
	,	any organization has completed accessionity criteria modification for most or its key dusiness processes and has begun using these modified processes. 3c. Integrate fully into all key processes.
	2	As integrate runy mix an exp processes. Wy 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.
	_	, , , , , , , , , , , , , , , , , , , ,
	•	My avaignation has fully interested associability exitoria ACDOSS its less business processes and is using these interested processes to improve the associability of its available of its availa

4. Provide processes for addressing inaccessible ICT.

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

Integrators: Address processes that pertain to your ICT integration services and solutions in 4a. 4b. 4c. and 4d. Catalogue Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings in 4e. We do not have plans to provide processes for bringing ICT developed and sold by our organization into accessibility compliance. (If selected, skip to next section or provide comments at the end of this 0 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 yendor 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 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. 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 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. 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. 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.)

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

	_
Results	
Vendor	
Total Points	18
Percent	30%
Complete	

				Vendor		
Lai	unch	Integrate	Optimize			1

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 <u>ITI Accessibility web page</u>.

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[®].

- 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.

<u>Note</u>: 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 <u>WCAG 2.0 Understanding Conformance</u>: 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)

Report Date:					
Product Description:					
Contact Information:					
Notes:	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

Name of Product/Version:

(Yes)

[&]quot;Voluntary Product Accessibility Template" and "VPAT" are registered service marks of the Information Technology Industry Council (ITI)

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 <a href="https://www.wcashee.com/wca

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
• 504.2 (Authoring Tool)	Authoring Tool:	Authoring Tool:
• 602.3 (Support Docs)		
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
• 504.2 (Authoring Tool)	Authoring Tool:	Authoring Tool:
• 602.3 (Support Docs)		Authorning root.
1.2.2 Captions (Prerecorded) (Level A)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
• 504.2 (Authoring Tool)	Authoring Tool:	Authoring Tool:
602.3 (Support Docs)		
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
• 504.2 (Authoring Tool)	Authoring Tool:	Authoring Tool:
• 602.3 (Support Docs)		
1.3.1 Info and Relationships (Level A)	Web:	Web:
Also applies to:	Electronic Docs:	Electronic Docs:
Revised Section 508	Software:	Software:
• 501 (Web)(Software)	Authoring Tool:	Authoring Tool:
• 504.2 (Authoring Tool)	, tachoring room	

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

Criteria	Conformance Level	Remarks and Explanations
Also applies to:	Electronic Docs:	Electronic Docs:
Revised Section 508	Software:	Software:
• 501 (Web)(Software)	Authoring Tool:	Authoring Tool:
• 504.2 (Authoring Tool)		
602.3 (Support Docs)		
2.2.1 Timing Adjustable (Level A)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
• 504.2 (Authoring Tool)	Authoring Tool:	Authoring Tool:
602.3 (Support Docs)		
2.2.2 Pause, Stop, Hide (Level A)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
• 504.2 (Authoring Tool)	Authoring Tool:	Authoring Tool:
602.3 (Support Docs)		
2.3.1 Three Flashes or Below Threshold (Level A)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
• 504.2 (Authoring Tool)	Authoring Tool:	Authoring Tool:
602.3 (Support Docs)		
2.4.1 Bypass Blocks (Level A)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
 501 (Web)(Software) – Does not apply to non-web software 	Authoring Tool:	Authoring Tool:
• 504.2 (Authoring Tool)	rathering root.	rathering root.
602.3 (Support Docs) – Does not apply to non-web docs		
2.4.2 Page Titled (Level A)	Web:	Web:
Also applies to:	Electronic Docs:	Electronic Docs:
Revised Section 508	Software:	Software:
• 501 (Web)(Software)	Authoring Tool:	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:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
 504.2 (Authoring Tool) 	Authoring Tool:	Authoring Tool:
• 602.3 (Support Docs)		
2.4.4 Link Purpose (In Context) (Level A)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
 504.2 (Authoring Tool) 	Authoring Tool:	Authoring Tool:
• 602.3 (Support Docs)		
3.1.1 Language of Page (Level A)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
 501 (Web)(Software) 	Software:	Software:
 504.2 (Authoring Tool) 	Authoring Tool:	Authoring Tool:
 602.3 (Support Docs) 		
3.2.1 On Focus (Level A)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
 501 (Web)(Software) 	Software:	Software:
 504.2 (Authoring Tool) 	Authoring Tool:	Authoring Tool:
• 602.3 (Support Docs)		
3.2.2 On Input (Level A)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
501 (Web)(Software)	Software:	Software:
• 504.2 (Authoring Tool)	Authoring Tool:	Authoring Tool:
• 602.3 (Support Docs)		

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

Table 2: Success Criteria, Level AA

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

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508	Software:	Software:
• 501 (Web)(Software)	Authoring Tool:	Authoring Tool:
• 504.2 (Authoring Tool)		
• 602.3 (Support Docs)		
1.2.5 Audio Description (Prerecorded) (Level AA)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
 504.2 (Authoring Tool) 	Authoring Tool:	Authoring Tool:
• 602.3 (Support Docs)		
1.4.3 Contrast (Minimum) (Level AA)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
 504.2 (Authoring Tool) 	Authoring Tool:	Authoring Tool:
• 602.3 (Support Docs)		
1.4.4 Resize text (Level AA)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
 504.2 (Authoring Tool) 	Authoring Tool:	Authoring Tool:
• 602.3 (Support Docs)		
1.4.5 Images of Text (Level AA)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
• 504.2 (Authoring Tool)	Authoring Tool:	Authoring Tool:
• 602.3 (Support Docs)		
2.4.5 Multiple Ways (Level AA)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
 501 (Web)(Software) – Does not apply to non-web software 	Authoring Tool:	Authoring Tool:
• 504.2 (Authoring Tool)		
	D 47 . (26	

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:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
 504.2 (Authoring Tool) 	Authoring Tool:	Authoring Tool:
602.3 (Support Docs)		
2.4.7 Focus Visible (Level AA)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
 504.2 (Authoring Tool) 	Authoring Tool:	Authoring Tool:
602.3 (Support Docs)		
3.1.2 Language of Parts (Level AA)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software)	Software:	Software:
• 504.2 (Authoring Tool)	Authoring Tool:	Authoring Tool:
602.3 (Support Docs)		
3.2.3 Consistent Navigation (Level AA)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
 501 (Web)(Software) – Does not apply to non-web software 	Authoring Tool:	Authoring Tool:
• 504.2 (Authoring Tool)	Additioning root.	Authorning root.
602.3 (Support Docs) – Does not apply to non-web docs		
3.2.4 Consistent Identification (Level AA)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
• 501 (Web)(Software) – Does not apply to non-web software	Authoring Tool:	Authoring Tool:
• 504.2 (Authoring Tool)		186.187.118
602.3 (Support Docs) – Does not apply to non-web docs		
3.3.3 Error Suggestion (Level AA)	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
Also applies to:	Electronic Docs:	Electronic Docs:
Revised Section 508	Software:	Software:
• 501 (Web)(Software)	Authoring Tool:	Authoring Tool:
• 504.2 (Authoring Tool)		
602.3 (Support Docs)		
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)		
Also applies to:	Web:	Web:
Revised Section 508	Electronic Docs:	Electronic Docs:
501 (Web)(Software)	Software:	Software:
• 504.2 (Authoring Tool)	Authoring Tool:	Authoring Tool:
602.3 (Support Docs)		

Table 3: Success Criteria, Level AAA

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
1.2.7 Extended Audio Description (Prerecorded) (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
1.2.8 Media Alternative (Prerecorded) (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
1.2.9 Audio-only (Live) (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		vvcu.
1.4.6 Contrast (Enhanced) (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		WCD.
1.4.7 Low or No Background Audio (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		
1.4.8 Visual Presentation (Level AAA)	Web:	Web:
Revised Section 508 – Does not apply		WED.
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: <u>Hardware</u>

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		
403 Biometrics	Heading cell – no response required	Heading cell – no response required
403.1 General		
404 Preservation of Information Provided for Accessibility	Heading cell – no response required	Heading cell – no response required
404.1 General		
<u>405 Privacy</u>	Heading cell – no response required	Heading cell – no response required
405.1 General		
406 Standard Connections	Heading cell – no response required	Heading cell – no response required
406.1 General		
407 Operable Parts	Heading cell – no response required	Heading cell – no response required
407.2 Contrast		
407.3 Input Controls	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible		
407.3.2 Alphabetic Keys		
407.3.3 Numeric Keys		
407.4 Key Repeat		
407.5 Timed Response		
407.6 Operation		
407.7 Tickets, Fare Cards, and Keycards		
407.8 Reach Height and Depth	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane		
407.8.1.1 Vertical Plane for Side Reach		
407.8.1.2 Vertical Plane for Forward Reach		

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		
408 Display Screens	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		
410 Color Coding	Heading cell – no response required	Heading cell – no response required
410.1 General		
411 Audible Signals	Heading cell – no response required	Heading cell – no response required
411.1 General		
412 ICT with Two-Way Voice Communication	Heading cell – no response required	Heading cell – no response required
412.2 Volume Gain	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones		
412.2.2 Volume Gain for Non-Wireline ICT		
412.3 Interference Reduction and Magnetic Coupling	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets		
412.3.2 Wireline Handsets		
412.4 Digital Encoding of Speech		
412.5 Real-Time Text Functionality	Reserved for future	Reserved for future
412.6 Caller ID		
412.7 Video Communication		
412.8 Legacy TTY Support	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability		

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		
413 Closed Caption Processing Technologies	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		
414 Audio Description Processing Technologies	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners		
414.1.2 Other ICT		
415 User Controls for Captions and Audio Descriptions	Heading cell – no response required	Heading cell – no response required
415.1.1 Caption Controls		
415.1.2 Audio Description Controls		

Chapter 5: Software

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
502 Interoperability with Assistive Technology	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features		
502.2.2 No Disruption of Accessibility Features		
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information		
502.3.2 Modification of Object Information		
502.3.3 Row, Column, and Headers		
502.3.4 Values		
502.3.5 Modification of Values		
502.3.6 Label Relationships		
502.3.7 Hierarchical Relationships		
502.3.8 Text		

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		
503 Applications	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences		
503.3 Alternative User Interfaces		
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls		
503.4.2 Audio Description Controls		
504 Authoring Tools	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter "not applicable")	See <u>WCAG 2.x</u> 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

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features		
602.3 Electronic Support Documentation	See WCAG 2.x section	See information in WCAG 2.x section

Criteria	Conformance Level	Remarks and Explanations
602.4 Alternate Formats for Non-Electronic Support Documentation		
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features		
603.3 Accommodation of Communication Needs		

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed.



Vendor Accessibility Development Services Information Request

1. Vendor Information				
Vendor Name:	Submitter Name	:		Date:
Email:		Phone:	()	
Address:	City:		State:	ZIP:
2. Instructions				
Complete this form if your company or organization is responding to a Texas Agency solicitation that includes one or more of the following Information and Communications Technologies (ICT) offering types: • Website development services • Web Application Development Services • Custom development services as part of an integrated solution. • Client based software application development services • Other software development services containing one or more user interfaces (end user, admin, etc.) Please direct any questions regarding this request to the DIR Procurement Office.				
3. Please respond to the questions below as a	pplicable			
Describe or provide documentation regaintegration of ICT accessibility activities. (Example 1)	• • •			
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 a resolving accessibility issues / defects:	actions process(e	s) or sy	stem(s) for docu	menting, tracking, and
5. Describe alternate methods for ICT prod (example: 24hour / 7day/week toll free pho		-	nt with accessib	ility technical standards.
6. Provide links to example websites or oth meet accessibility technical standards suc	-		-	ization has produced that

Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-577	
SOLICITATION NAME:	Data Storage, Data Communications &	
	Networking Equipment and Related Services	
ADDENDUM NUMBER:	1	

Addendum Date: December 8, 2023

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

James Burkhart
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701

Internet: james.burkhart@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-577, Data Storage, Data Communications & Networking Equipment and Related Services, released October 20, 2023. It informs interested parties that:

- Modifications were made to RFO documents.
- It adds Exhibit A1 Exceptions table, Pre-Solicitation Conference Slides, Pre-Solicitation Conference Attendee List, Pre-Proposal Video Link and includes the answers to questions received prior to the due date and time published in the RFO.

Respondents are encouraged to acknowledge receipt of all Addenda by providing a completed and signed version of "page one" of each Addendum with their Response. Respondents will be held to all terms and requirements of each Addenda regardless of the provision of a signed "page one." Respondents will also be held to all terms and requirements of any Addenda issued after their submission of a response to this solicitation.



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-444 contains:

- 1. Modifications to RFO.
- 2. Revised Exhibit E Itemized Pricing
- 3. Exhibit A1 Exceptions
- 4. Pre-Solicitation Conference Presentation Slides.
- 5. Pre-Solicitation Conference Attendees List.
- 6. Pre-Solicitation Conference YouTube link.
- 7. RFO Questions and Answer Document.

Item 1: MODIFICATIONS TO RFO

1. Request for Offer, Page 7, the dates for "Issued" and "Response Due" are amended to the following:

Issued: 10/20/2023

Responses Due: January 10, 2024, 2:00pm CST.

2. Request for Offer, Section 1.2(A) Purpose is amended to the following:

The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Data Storage, Data Communications & Networking Equipment and Related Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

3. Request for Offer, Section 2.3(D) Pricing is amended to the following:

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
- 3. Tab 3: Related Services
- 4. Tab 4: Volume Discount

4. Request for Offer, Section 3.8.4.2 Exhibit E – Itemized Pricing is amended to the following:

Respondent shall use the electronic version of Exhibit E - Itemized Pricing to provide a detailed response. Respondent shall not alter the format of the pricing template. Respondent may add additional rows but shall not delete or change formulas.

The detailed products and/or services offerings shall be provided on Exhibit E Itemized Pricing and shall be <u>uploaded as an excel spreadsheet in the BidStamp VIS document</u> set.

Discounts entered in Exhibit E Itemized Pricing must match the discounts entered in the Automated Pricing Form. **DIR may disqualify brand(s) proposed if a discrepancy is found**.

For purposes of this RFO, there are Four (4) Tabs identified below that are in the "Package 2", Itemized Pricing Sheet:

- i. Tab 1: Instructions
- ii. Tab 2: Products Detail
- iii. Tab 3: Related Service Details
- iv. Tab 4: Volume Discount

5. Request for Offer, Section 3.8.4.4, Manufacture Letters of Authorization is amended to the following:

Respondent responding to this RFO as the Reseller/Order Fulfiller of the Data Storage, Data Communications & Networking Equipment and Related Services must submit the Manufacturer's resell authorization letter from the Manufacturer and/or Publisher.

6. Bid Package 1, Request for Offer, Section 3.3 RFO Schedule is amended to the following:



4.3.1 RFO Schedule

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

Date/Time	Activity
October 20, 2023	Publish RFO on Electronic State
October 20, 2023	Business Daily
October 30, 2023 11:00 AM (CT)	Optional Pre-Proposal Webinar
November 6, 2023 2:00 PM (CT)	Deadline for submitting questions
	Deadline for DIR to receive Vendor
January 10, 2024 2:00 PM (CT)	references
January 10, 2024 2.00 PW (C1)	Deadline for submitting responses to
	RFO

Item 2: Revised Exhibit E Itemized Pricing

Please see attached.

Item 3: Exhibit A1 Exceptions

Please see attached.

Item 4: PRE-SOLICITATION CONFERENCE PRESENTATION SLIDES

Please see attached.

Item 5: PRE-SOLICITATION CONFERENCE ATTENDEE LIST

Please see attached.

Item 6: PRE-SOLICITATION CONFERENCE VIDEO

Video Link: https://youtu.be/U0fjkTrnuzA?si=plwunu7btAmHP11g

Item 7: RFO Question and Answer Document



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 December 8, 2023, as part of Addendum 1

#	RFO Section	Vendor Question	DIR Answer
1.	RFO 3.8.4.4	On page 37, Section 3.8.4.4 of the RFO, it state "must submit Manufacturer's resell authorizationRefer to Section 3.6.5". There is not a 3.6.5. In Attachment A, under Mandatory Response Contents, Manufacture Letters of Authorization is listed as (if appliacable). The question isare Manufacturer Authorization Letters required for the RFO response?	Section 3.8.4.4 of the RFO has been updated. Yes, Manufacturer Letters of Authorization are required for this RFO.
2.	General	Is there a copy of the presentation available please for RFO 577? Have not seen it added as an Addendum. Thank you.	The Pre-Solicitation Conference presentation slides, attendee list, Q&A document, and the link to the YouTube recording are included in this Addendum.
3.	RFO 2.4	CPO-TMP-577-page 19 section 2.4 Can you clarify what types of products and services require an ACR/VPAT and what specifically determines if a product requires an ACR? For example, if my company is providing cable for a network data drop, what determines if this product requires an ACR?	ACRs are required for commercial product offerings, including as-a-service products (Saas, PaaS), managed services, and products that contain a user interface.
4.	General	Under 20890-*Utilities: Back-up is mentioned. Does this include an onsite provision for backups to include a backup appliance and associated licenses?	Yes, RFO DIR-CPO-TMP-577 is soliciting hardware products for data storage, data communication, networking equipment and services related to the supplied hardware.



5.	General	Under 20890-*Utilities: Back-up is mentioned. Does this include a cloud copy of backups?	Operational management support services (i.e., backups, disaster recovery, network management) for a supplied hardware product within scope is included for this RFO, however, related services only without also providing an associated hardware product within scope is excluded from this RFO.
6.	General	Under 20890-*Utilities: Back-up is mentioned. Does this include Backups as a Service?	Refer to Question 5.
7.	General	Under 20890-*Utilities:, 92037- *Networking Services and 83883- *Telecommunication, Firewall, Security, virus protection, etc. is mentioned Networking Services and Maintenance Network Monitoring, Surveillance, Intrusion Detection Systems and Networking Products/ i. Does this include monitoring of Firewalls via 24/7 SOC? ii. Does this include monitoring of network and infrastructure via 24/7 SOC? iii. Does this include Hardware as a Service to deliver the Firewall as a subscription? iv. Regarding security, does this include IDS, IPS, MDR, EDR, XDR, DNS Security, Email Security, Zerto Trust? or are there limitations to what can be provided from a security perspective?	 Refer to Question 5. Refer to Question 5. Refer to Question 5. Security services are not considered operational management support services for the hardware products within scope of this RFO.
8.	General	Under 20890-*Utilities, Recovery is mentioned. Does this include Disaster Recovery as a Service?	Refer to Question 5.
9.	General	Under 20890-*Utilities, Network Management is mentioned i. Does this include monitoring and management of	 Refer to Question 5. Refer to Question 5. Refer to Question 5.



10	Canada	firewalls, switches, access points and so forth? ii. Does it include updates and patch management of servers and workstations? iii. Does it include server monitoring and management? Under 92048-*Storage Services, i. Does this include offsite storage in colocation? ii. Does this include offsite	1. Refer to Question 5. 2. Refer to Question 5.
10.	General	storage in a Private Cloud? iii. Does this include offsite copies of backups? iv. Does this include disaster recovery?	3. Refer to Question 5.4. Refer to Question 5.
11.	General	Is it permissible within this solicitation to offer managed services in cases where hardware is not specifically mandated as a requirement?	Refer to Question 5.
12.	RFO 3.8.3.2	Respondent References Is there a maximum number of reference you would like to receive?	There is no limit to reference submissions but please note DIR will only read the first three received.
13.	RFO 2.7	Term of Contract Are there any requirements or limitation for contract lengths with DIR clients? For example, can we contract with a client for 3 years, given the estimated initial contract length is 2 years with an optimal 2 year renewal.	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.
14.	RFO 2.1.1; 2.2	On page 17 - 19 under section 2.1.1 Products, section 2.1.2 Related Services and Section 2.2 ?Online data storage via the internet? 1. Does ?online data? include offsite copies of backups and related services? 2. Does ?online data?	 Refer to Question 5. Refer to Question 5. Refer Question 5. Refer to Question 5. Refer to Question 5. Refer to Question 5. Refer to Question 5.



include disaster recovery as a service and related services? 3. Does ?online data? include hosting specific types of data in a private cloud with related services to protect against malicious attacks?? ?Coud Services as applicable to Data Storage only? 4. Does ?Cloud Services? include offsite copies of backups and related services? 5. Does ?Cloud Services? include disaster recovery as a service and related services? 6. Does ?Cloud Services? include hosting specific types of data in a private cloud with related services to protect against malicious attacks? 7. Does ?Cloud Services? include hosting critical services such as authentication and access to file storage? ?Colocation/Equipment Room accessories? 8. Does Managed Services include security services to protect the colocation environment against DDoS or cyber attacks? 9. Does Managed Services include Disaster Recovery of Data protection of data housed in colocation? Related Services are valueadded services 10. Does ?Related Services? allow for providing equipment as a service which would include management, monitoring and updates within the subscription of services? 11. Does ?value-add services? include protection against ransomware or a data breach? 12. Does ?value-add services? include cybersecurity tools such as EDR, MDR, Monitoring and Management, DNS security, end user security and so forth? 13. Does ?value-add services?

include managed services such as

- 7. Refer to Question 5.
- 8. Refer to Question 7.
- 9. Refer to Question 5.
- 10. Refer to Question 5.
- 11. Refer to Question 7.
- 12. Refer to Question 7.
- 13. Refer to Questions 5 and 7.
- 14. Refer to Questions 4 and 7.
- 15. Refer to Questions 5 and 7.



		monitoring and alerting, security monitoring, patch management, server and network management and end user support? On page 18/19, Section 2.2 Exclusions/Out of scope without also providing an associated product/service within scope 14. Does this exclusion mean that a service such as a managed service or security offering cannot be offered without a specific part such as a firewall? 15. When providing equipment under this solicitation, are there any limitations in terms of value-added services for cloud, managed services, cyber security or disaster recovery?	
15.	Exhibit B, Question 2	In Exhibit B Respondent History and Experience, Page 1, Question 2, Table 1 refers to only 2 categories. Are there more categories than these two? (For example, software)	There are only two categories for this RFO.
16.	Exhibit B, Question 6	In Exhibit B Respondent History and Experience, Page 2, Question 6 (Table 3), are you looking for total sales on DIR only, or on all public sector sales for Texas State Agencies, Local Governments, Independent School Districts, and Institutes of Higher Education?	Table 3 requires the total sales for the Market Segments, if applicable, listed in the table.
17.	Attachments 4, 5	1. 1) For Attachment 4: Master Lease Agreement and Attachment 5: MOLA Template, are we able to submit redlines to these documents?	No, redlines will not be accepted for Attachment 4: Master Lease Agreement or Attachment 5: MOLA Template.
18.	RFO 2.6.2	we are supposed to submit our exceptions and redlines in the chart in Exhibit A Respondent Information, Item 13, G. If we submit our redlines and exceptions in this format, will there still	Please follow the instructions provided in the RFO regarding submitting exceptions and redlines.



		be a need for both Exhibit A1: Exceptions and Redlined version of Attachment 2 Standard Terms and Conditions as listed in RFO DIR-CPO- TMP-577 document Table 4: Response Files, Page 37? Also, are we able to redline any other documents besides Attachment 2: Standard Contract Terms and Conditions?	
19.	Attachment 4: MLA; Attachment 5: MOLA	In regard to leasing and attachments 4 and 5 of the RFO, would Texas DIR allow for us to use the Lease Agreements from our current DIR contract in the new DIR contract, as these have already been negotiated and approved by DIR?	No, previous agreed upon lease agreements are not acceptable.
20	RFO 3.8.4.2	Looking at Section 3.8.4.2 (page 36) of the RFO, as well as Section 5.2 (page 3) of Attachment 1, it is apparent that "List Price" is an acceptable price on which to base our discounts. Can DIR please issue an amended Exhibit E? Pricing Sheet to reflect List Price as an option for calculating discounts?	The Exhibit E Itemized Pricing spreadsheet has been updated to show List Price, as well as MSRP.
21	RFO 3.8.4.2	On page 36 of the RFO, paragraph 3.8.4.2 states that the Itemized Pricing Sheet has five tabs, however, the tabs in Exhibit E do not match those that are listed in the RFO; Exhibit E is missing Tab 2: BidStamp Brand Average Discount, Tab 5: VAR Products Pricing Sheet, and Tab 5a: VAR Product Volume Discount. Can DIR please clarify which tabs should be present in Exhibit E and provide a revised version of the workbook that contains all the relevant tabs?	Section 3.8.4.2 has been updated to show the correct tabs for Exhibit E.
22	RFO 3.8.4.4	Section 3.8.4.4 (page 37) references a section 3.6.5, however, that section does not appear in the RFO. Can DIR please	Refer to Question 1.



		alouifda A informació in le de	
		clarify what information is being	
		referenced in section 3.8.4.4?	
		In Exhibit B #2 (page 1), the categories	
23	E LULY B	listed are ?Hardware? and ?Related	Refer to Question 5.
23	Exhibit B	Services.? Are software or cloud	
		products, for instance, able to be offered	
		on this contract?	
		Referencing the Instructions and Products tabs in Exhibit E, the	
		·	The instructions pertaining to
		Instructions tab seems to suggest there	Column F on the Instructions
		should be a drop-down menu in Column F with which to select VPAT status.	tab is directing the
24	Exhibit E	However, there doesn't seem to be a	Respondent to input one of
		drop-down menu. If DIR intended there	the five offered status
		to be a drop-down menu in Column F	categories into Column F of
		cells, can you please revise Exhibit E to	the Products tab.
		include that capability?	
		Under 20890-*Utilities:, it lists Back-up,	
	General	does this include offsite back-up to	Refer to Question 5.
25		cloud? It also mentions recovery, does	There to question s.
		that include offsite Disaster Recovery?	
			Allow a minimum of 10
26	HUB	How much advanced time is required for	business days. Please keep in
		a precursory HSP plan review?	mind weekends and holidays.
			Vendors (including resellers)
	Accessibility	If you are reselling a product, is the ACR	responding to a solicitation are
27		something a manfucature provides (ie.	responsible for obtaining an
21	Accessibility	Dell or similiar)?	Accessibility Conformance
		Deli di siriniar):	Report (ACR) for each product
			listed in their response.
			Yes, an Accessibility
			Conformance Report (ACR)
28	Accessibility	Are VPATs required for this CPO?	(completed VPAT) is required
			for products listed in the
			vendor's response that have a
			user interface.
		Do we have to submit VPATs for our	Vendors (including resellers)
29	Accessibility	company specifally or for each of the	responding to a solicitation are
Version 1.1			responsible for obtaining an



		manufactures that we list in our response?	Accessibility Conformance Report (ACR) for each product listed in their response.
30	General	can questions to Maria concerning VPATs be submitted after the Nov 6th Q/A deadline	General help and guidance questions about accessibility can be directed to Maria but questions needing to be officially answered must go through the appropriate system.
31	General	Please confirm DocuSign is approved as a signature form.	Yes, DocuSign is an approved signature form.
32	RFO 2, 2.1, 2.1.1, and 2.1.2	What is the specific make, model, service type, and quantity of products/services being requested?	Specifications are determined at the customer level.
33	General	Can you restate the minimal financial score required to pass the financial review?	Scores of 9 and up will not pass.
34	General	Does the BID Stamp portal auto save?	The BidStamp portal doesn't have an autosave function.
35	General	Will you have a copy of this slide show available for those that participated in the Conference? So it can be shared with others in the office to maintain workflow and accuracy?	Refer to Question 2.
36	Vendor References	For companies that conducts most of their business state agencies, do you recommend we send the request for references via the tool so they can actually respond? I ask because I've been told by my state agency customers they're not allowed to provide customer references. Thank you for your guidance on this!	The recommended procedure for vendor references is via email. For agencies unwilling to give reference, have them email the RFO mailbox asking us to give them a call.
37	Exhibit E	Do I have to upload an itemized pricing spreadsheet and then separately list	The BidStamp pricing is for the average discount for each brand and Subtype. The



		each line item from the spreadsheet in BidStamp?	Exhibit E Itemized Pricing spreadsheet must be filled out in its entirety and uploaded.
38	General	Are LOA's required for this bid package?	Refer to Question 1.
39	General	Would Digital Signage solutions fall within this RFO. Digital signage uses flat screen TVs and hosting services that provide information to employees and/or visitors to state agency locations.	Digital Signage products and their related services do not fall within the scope of this RFO.
40	General	Re: Pricing Outline - do I need to list the DIR price list for each product under a manufactuer? Or can we enter just the % off? Example: Voltex Cabling DIR Customer Discount 2% off all products.	For vast product catalogs, please list most sold products on pricing sheet with a link to entire product catalog with MSRP pricing and discount.
41	General	Will a list of participants in this Pre- Proposal meeting be provided? (For possible identification of partnering opportunities)	Refer to Question 2.
42	General	Can you exound on "Cloud Services as applicable to Data Storge Only."	Cloud Services as applicable to Data Storage only is defined as file storage, database backups, and archiving.
43	General	follow up on the Digital Signage Answer, can a vendor ask DIR if digital signage would qualify or not. Knowing in advance will support the decision on whether to respond to the RFO or not.	Refer to Question 39.
44	General	Will the question here be included in Addendum 1?	Refer to Question 2.
45	General	Just please confirm again that the due date is January 3, and not December 11	The deadline for the RFO and vender references submission is January 10, 2024 at 2:00 PM (CT).
46	General	Would I be able to have access to any slides or recordings?	Refer to Question 2.



	T		
47	General	With 577 overlapping into E-Rate, I want to make sure that we are on the correct path to respond to the RFO (due 1/3/24) as usual.	Refer to Question 45.
48	General	Is it expected that all purchases from this solicitation be made on the DIR contract? If so, can we reference our current DIR contract as our pricing list? We are agents of several manufacturers on the DIR so we don't want to conflict with what is already in place. Furthermore, there may be existing line items on the contract that are not E-rate eligible. If not, then we assume the contract would be directly negotiated with the district/library, so do we still add the DIR admin fee? Is there an administrative fee for TFE to bid on this solicitation? Will TEA or the DIR market this Form 470 to E-rate applicants to encourage them to use it?	Subject to DIR rights, DIR will award and negotiate base contract documents with Respondents to this RFO. Customers will contact the Successful Respondent for product and related 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. For more information regarding the Co-op Contracts Program, please visit the Cooperative Contracts webpage located on DIR's Web site at http://dir.texas.gov/View-About-DIR/Pages/Content.aspx?id=41 There aren't any fees associated with bidding on this solicitation and any awarded contract from RFO DIR-CPO-TMP-577 will be posted on DIR's website clearly showing



			the offered products are E- Rate eligible.
49	General	Can we ask if there is a line item to respond to Antennas and specific Radios? Is there a site to see or the document to show the Radios brands and specks?	Refer to Question 48.
50	General	Would DIR be willing to extend the deadline for submitting questions until November 20th, please?	We will not be able to extend the deadline for submitting questions to RFO DIR-CPO- TMP-577
51	General	Is 6ghz desired for this project? Do you have a radio count preference? What hardware specifications are you looking for in terms of switching? Do you want to be able to manage switches from the controller? Do you require multi-gig? Do you need 60watt or 90watt capability? Do you want to be able to run analytics on top of wireless and switching? Are you accepting partial bids? Are you expecting a response for 100 wireless controllers as called out in the RFP or is the vendor able to suggest a recommended number? Do you have a pre defined UPS size you are looking for? What size racks are required for this project? Are they intended to be wall mounted or floor racks? 4 post or two post racks?	Refer to Question 48.
52	General	Do you mind elaborating more on how the RFO will coordinate with those agencies? And is it public knowledge as to which agencies are requesting offers	Refer to Question 48.



	on this or is it a general RFO for all	
	agencies?	

Page **17** of **17**

Respondent Name	Document	Location/Specific Section Reference	Required (Y/N)	Original Language	Objection/Issue	Proposed Alternative Language (redline)

Price Sheet for Products

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 x (1-DIR Discount%) x (1+0.75%)

BRAND	CATEGORY Data Storage	PRODUCT DESCRIPTION ProLiant ML30 Gen10 Plus E-2314 2.8GHz 4-core 1P 16GB-U 4LFF-	PART NUMBER P44719-001	EIR Status (select one)	(upload or provide Website link)		List Price		PRICI
ample 	Data Storage	2.8GHz 4-core 1P 16GB-U 4LFF- NHP 1TB 350W PS Server	P44719-001	Included	VPAT.docx	Manufacturer	\$498.51	30.00%	\$351.5 \$0.00
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Department of Information Resources

RFO Title: Data Storage, Data Communications & Networking Equipment and Related Services DIR-CPO-TMP-577

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.

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.

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

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}}

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

Price Sheet for Related Services					
Related Services	MSRP	DIR Customer Discount from MSRP [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 Customo	\parallel ers shall include the .75% adm	inistrative 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%				

Vendor Pre-Solicitation Conference

Monday, October 30, 2023, 11:00 AM (CT)

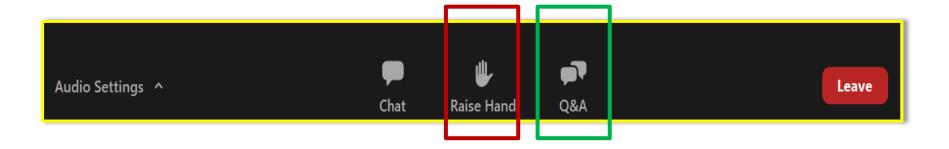
Data Storage, Data Communications & Networking Equipment and Related Services

Request for Offer DIR-CPO-TMP-577



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



James Burkhart
Procurement Lead



Marie Cohan Statewide Digital Accessibility Program Manager



Theresa Williamson HUB Program Manager



Vania Ramaekers Procurement Lead



Agenda

Request for Offer (RFO)

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

General Information

BidStamp Vendor Information System Portal (VIS) Overview

Mandatory Submissions

Break

Questions

Conference Closing



- The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide **Data Storage**, **Data Communications & Networking Equipment 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.



Historical Sales

DIR Cooperative Contract Program Sales

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

Data Storage, Data Communications & Networking Equipment and Related Services

FY 2020 Sales	FY 2021 Sales	FY 2022 Sales
\$103,707,121.83	\$92,247,438.73	\$104,915,544.34



RFO Contents

- RFO DIR-CPO-TMP-577 (contains Attachments 1-3 & 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 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 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.
- The contract will **renew automatically** in one (1) optional two-year renewal and one (1) optional one-year renewal under the same Terms and Conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.



RFO Schedule

Section 3.3 Anticipated Schedule of Events

Date/Time	Activity	
October 20, 2023	Publish RFO on Electronic State Business Daily	
October 30, 2023 11:00 AM (CT)	Optional Pre-Proposal Webinar	
November 6, 2023 2:00 PM (CT)	Deadline for submitting questions	
January 3, 2024 2:00 PM (CT)	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO	
January 10, 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 and HSP review are on a pass/fail basis.
- Failure to provide a DUNs number may result in your response being disqualified.
- Only responses that receive the passing grade will proceed to the next evaluation phase.

RFO Section 4.2.2 – Weighted Evaluation Criteria

- Pricing 45%
- Respondent History and Experience 30%
- Respondent's Contract Marketing and Customer Support Plan 25%



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.

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



Section 2 Scope

• DIR intends to contract with the Successful Respondent to provide Data Storage, Data Communications & Networking Equipment and Related Services.



Data Storage Products

- Online data storage via the internet
- Portable Storage
- Colocation/equipment room accessories (i.e., racks, cable trays)
- Cloud services as applicable to Data Storage only

Colocation is defined as a data facility in which Customers may rent space for servers and other computing hardware. Colocations may include managed services that support Customers' business initiatives.



Data Communications & Networking Equipment Products

- Routers and switches
- Servers
- Voice over Internet Protocol (VoIP) products
- Phones and headsets
- Network equipment
- Cabling
- Firewalls
- Network room infrastructure (i.e., patch panels, wiring blocks, patch cords)
- Network test equipment and cable tools
- Fiber optic accessories
- Telecommunication parts and supplies



Related Services

Related services are any value-added service that Respondent may perform as related to the products proposed in RFO Section 2.1.1. Related services include, but are not limited to, product installation, integration, maintenance and support, technical services, managed services, and product training. Managed Services may include management of Customer owned equipment or a defined set of services to Customer. Related services for Data Communications & Networking Equipment may include Enterprise License Agreements.



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.
- 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)

Theresa Williamson HUB Coordinator



Texas Department of Information Resources



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

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



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.



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



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

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



HUB Subcontracting Plan

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

Theresa Williamson

HUB Program Manager Texas Department of Information Resources

theresa.williamson@dir.texas.gov

DIR HUB Mailbox:

dir.hub@dir.texas.gov



Exhibit E, Price Sheet

James Burkhart

Procurement Lead





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 <u>Automated Pricing Form</u> in BidStamp VIS (by selecting "Create Pricing Form" button)

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

BidStamp fields include:

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

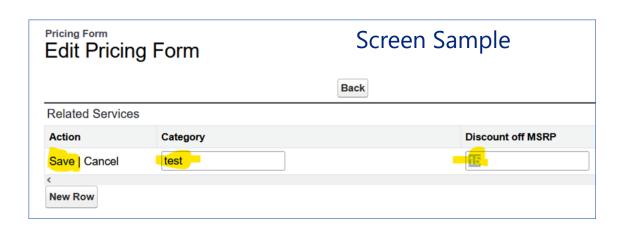




Exhibit E: Product and Service Pricing

- 2) Respondent must also complete the <u>Itemized Price Sheet (Exhibit E)</u> ("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





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
marie.cohan@dir.texas.gov





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 <u>1 TAC 206</u> and <u>1 TAC 213</u>, in the <u>Worldwide Web Consortium WCAG 2.0 AA</u> 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 Required Documentation

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

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

Accessibility Conformance Report (ACR) (Completed VPAT®) (Exhibit J)

- 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.

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

- 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.

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 Form

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

Provides insight into vendors' digital accessibility maturity in the following areas:

- Accessibility policy that is also incorporated into business practices
- Policy for addressing inaccessible technology and providing alternates
- Employee Training

Vendors can use the results as a roadmap for implementing their organization-wide IT accessibility initiatives.

Gaps in vendor internal governance systems and leadership commitment inhibit the ability to meet these standards for their products and/or services.

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

Supporting information may be requested by DIR.



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)

The ACR is a completed VPAT that demonstrates how a product conforms to WCAG 2.0 AA success criteria.

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

Completed based on accessibility testing results and supported by documentation.

Documents accessibility compliance to Section 508 technical standards.

VPAT version 2.3 or higher must be used to create the ACR

Conformance with Success Criteria (Supported, Partially supports, Not Supported)

Supporting information may be requested by DIR.



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



Sources: WCAG 2.0 AA

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.)

Supporting information may be requested by DIR.



VADSIR Form – Sections 1 and 2



Vendor Accessibility Development Services Information Request

1. Vendor Information								
Vendor Name:		Submitter Name :			Date:			
Email:			Phone	e: ()				
Address:		City:		State:		IP:		
O Instructions								

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.



VADSIR Form – Section 3

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:



Digital Accessibility Training for Vendors

Offered by DIR at no cost

DIR recommends taking the courses in the following order:

- 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

Request training by emailing statewideaccessibility@dir.texas.gov.



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

(512) 463-6186

marie.cohan@dir.texas.gov





General Information and BidStamp Submittal

Vania Ramaekers

Procurement Lead

Texas Department of Information Resources





- 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 November 6, 2023, 2:00 P.M. (CT).



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.



 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.



Contacts for inquiries regarding this RFO:

James Burkhart CTCD, CTCM – <u>james.burkhart@dir.texas.gov</u>

Contacts for the following related topics:

Vendor Information Systems (VIS) Portal - BidStamp:

• James Burkhart CTCD, CTCM – <u>james.burkhart@dir.texas.gov</u>

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

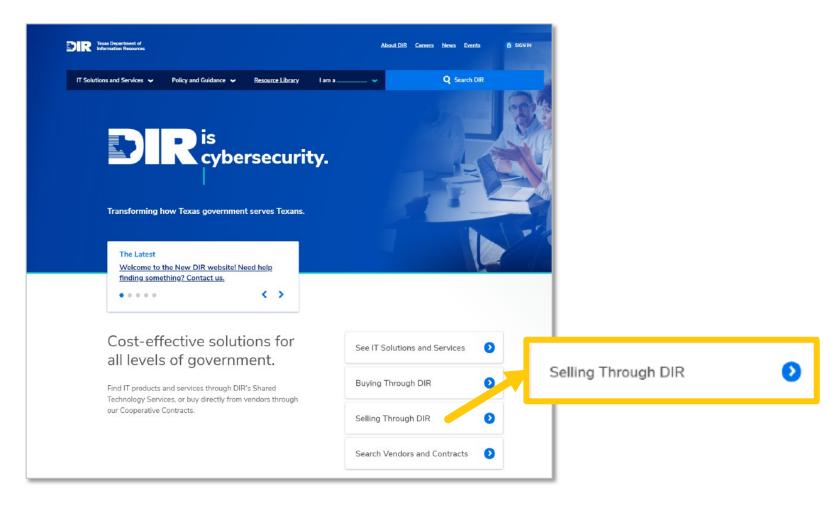
• Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 3.1 of this solicitation. Please allow at least five business days for response.



Information For Vendors

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

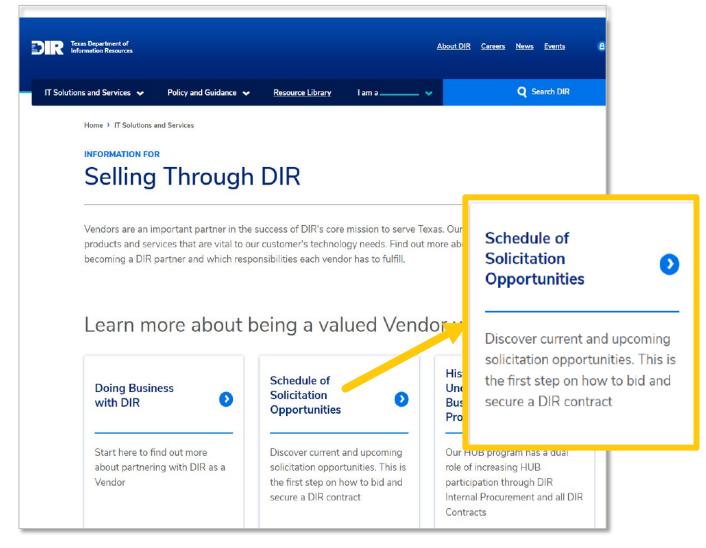
dir.texas.gov



Note: Scroll down on web page for further information.



Information for Vendors



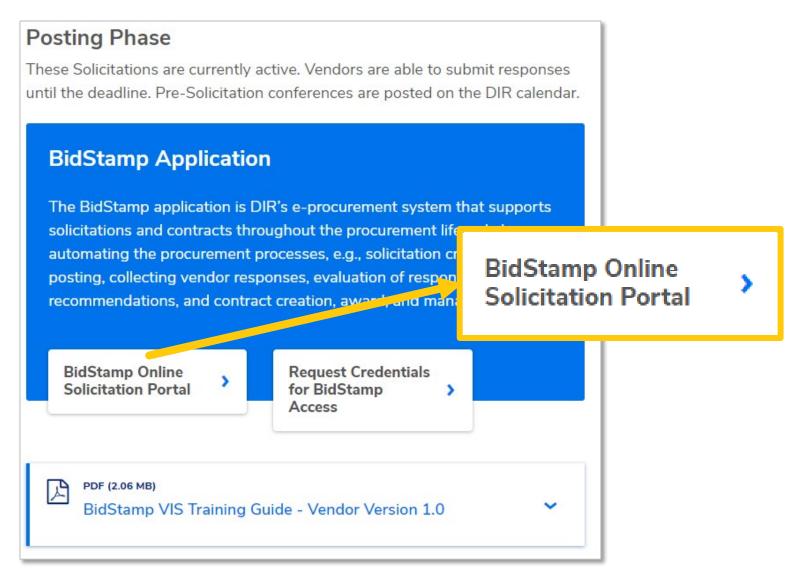
Note: Scroll down on web page for further information.



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-solutionsand-services/selling-throughdir/schedule-of-solicitationopportunities



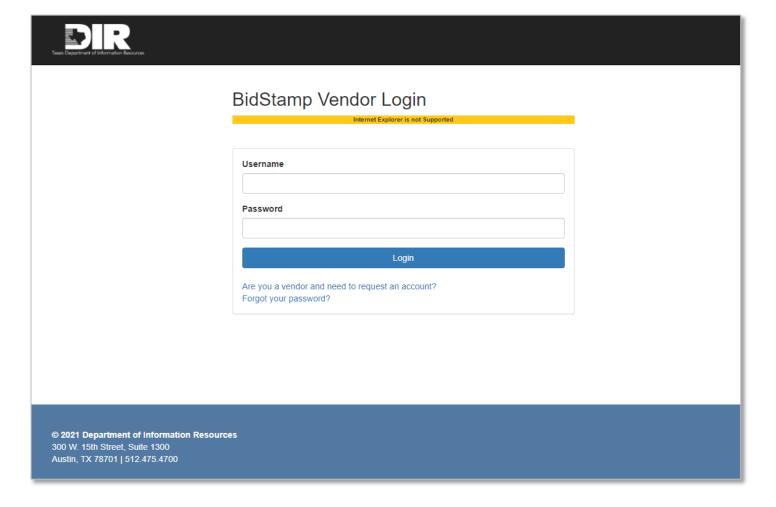


Note: Scroll down on web page for further information.

Responding to a Solicitation

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

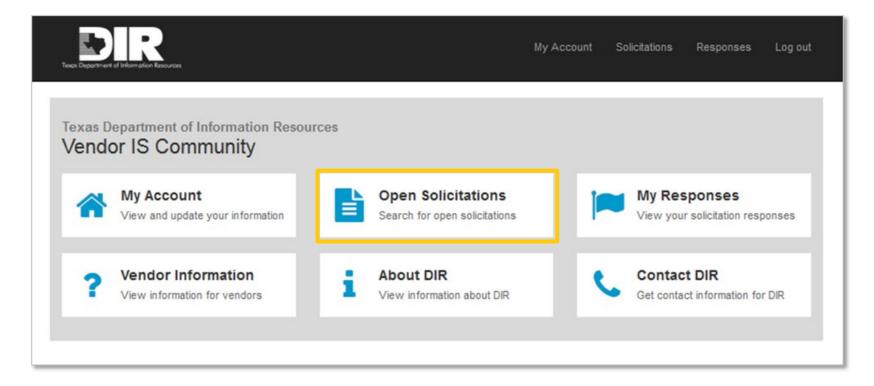
https://dircommunity.force.com/BidStamp





Responding to a Solicitation

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

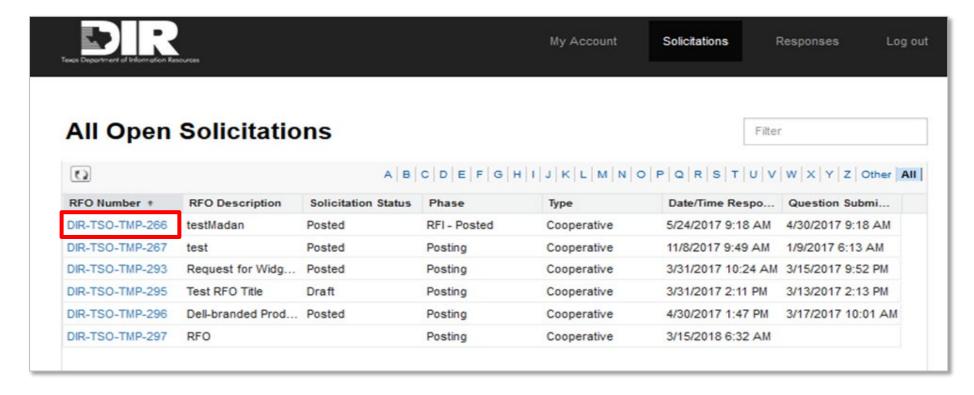




Creating a New Response

To create a new response:

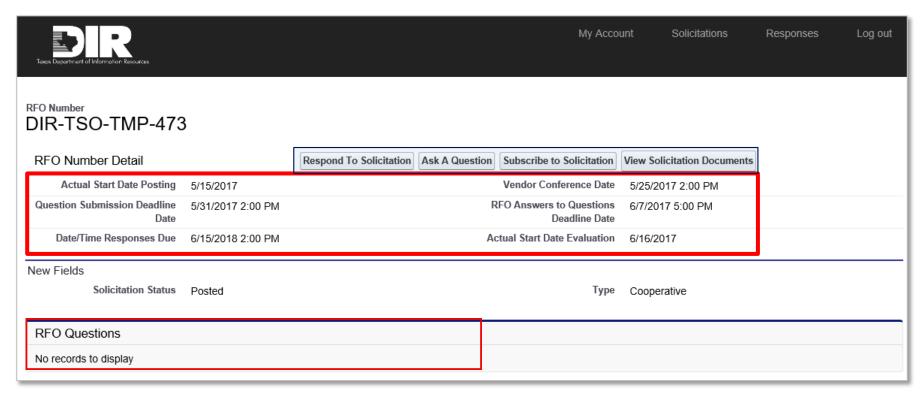
- 1. Log in to the VIS portal and select the "Open Solicitations" tile
- 2. Click on the "RFO Number" (**DIR-CPO-TMP-577**) of the solicitation you want to respond to
- 3. You will be navigated to the "RFO Number" detail page





Creating a New Response

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



Buttons discussed on the next slide.



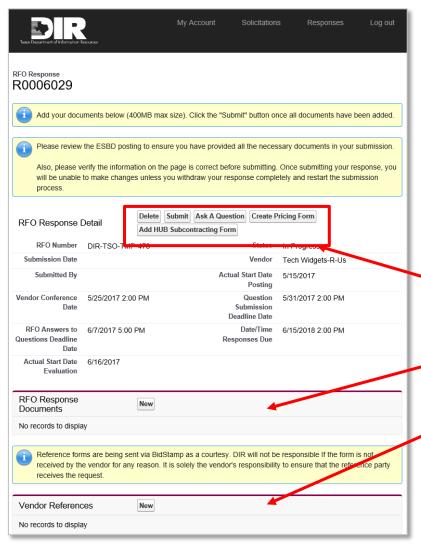
Creating a New Response

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



"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 3.8.3 – Response Contents

RESPONDENT MUST PROVIDE THE ITEMS LISTED BELOW.

- Exhibit A Respondent Information (SIGNED)
- Exhibit A Canceled Contracts Appendix 1 (if applicable)
- 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



Rejection of Responses

Section 3.9 of the RFO states:

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



Questions

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





Reminder

- Questions answered today are unofficial until posted on the Electronic State Business Daily (ESBD) in the form of an Addendum.
- Any changes or additional information regarding this RFO will be posted as an addendum to requisition number DIR-CPO-TMP-577 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

Date/Time	Activity			
October 20, 2023	Publish RFO on Electronic State Business Daily			
October 30, 2023 11:00 AM (CT)	Optional Pre-Proposal Webinar			
November 6, 2023 2:00 PM (CT)	Deadline for submitting questions			
January 3, 2024 2:00 PM (CT)	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO			
January 10, 2024 – until completed	Evaluation of responses, oral presentations (if requested), negotiations, and contract execution			



Conference Closing

All questions, inquiries must be directed to:

James Burkhart james.burkhart@dir.texas.gov



Thank You



Texas Department of Information Resources

