Texas Department of Information Resources

Department of Information Resources

Request for Offer

DIR-CPO-TMP-593

Deliverables Based Information Technology Services (DBITS)

Issued: February 20, 2025

Responses Due: Tuesday April 29, 2025, 2:00pm CST

Commodity Item	Commodity Item Description	Commodity Class	Commodity Class Description
915	Communications and Technical Services, Higher Education	96	Web Page Design, Management and Maintenance Services
920	Data Processing, Computer, Programming, and Software Services	2	Access Services, Data
920	Data Processing, Computer, Programming, and Software Services	3	Application Service Provider (ASP), Web Based Hosted
920	Data Processing, Computer, Programming, and Software Services	4	Application Software, Main Frame Server Systems

920	Data Processing, Computer, Programming, and Software Services	7	Application Software for Microcomputer Systems: Business, Mathematical and Statistical, Medical, Scientific, etc.
920	Data Processing, Computer, Programming, and Software Services	14	Applications Software, Mainframes and Servers
920	Data Processing, Computer, Programming, and Software Services	15	Assessment and Profiling Services of Software
920	Data Processing, Computer, Programming, and Software Services	16	Biometric Authentication System Software Services, Including Maintenance and Repair
920	Data Processing, Computer, Programming, and Software Services	18	Computer Aided Design (CAD) Services
920	Data Processing, Computer, Programming, and Software Services	22	Data Preparation and Processing Services, Including Bates Coding
920	Data Processing, Computer, Programming, and Software Services	24	Data Conversion Services
920	Data Processing, Computer, Programming, and Software Services	26	Desktop Publishing Services
920	Data Processing, Computer, Programming, and Software Services	27	Ecommerce Software Development Services
920	Data Processing, Computer, Programming, and Software Services	31	Installation of Computers, Peripherals, and Related Equipment (Including Software)
920	Data Processing, Computer, Programming, and Software Services	32	Intelligent Transportation System (ITS) Software, Including Design, Development, and Maintenance Services
920	Data Processing, Computer, Programming, and Software Services	37	Networking Services, Including Installation, Security, and Maintenance

920	Data Processing, Computer, Programming, and Software Services	38	Optical Scanning Services
920	Data Processing, Computer, Programming, and Software Services	40	Programming Services, Computer, Including Mobile Device Applications
920	Data Processing, Computer, Programming, and Software Services	44	Risk Management for Software Development
920	Data Processing, Computer, Programming, and Software Services	45	Software Maintenance and Support Services and Updates and Data Housing Services
920	Data Processing, Computer, Programming, and Software Services	46	Software Updating and Upgrading Services
920	Data Processing, Computer, Programming, and Software Services	47	Support Services, Computer, Includes Computer Warranties
920	Data Processing, Computer, Programming, and Software Services	49	Systems and Executive Software, Mainframe and Servers
920	Data Processing, Computer, Programming, and Software Services	56	Systems and Executive Software, Microcomputer
920	Data Processing, Computer, Programming, and Software Services	63	Systems and Executive Software, Mainframe and Servers

920	Data Processing, Computer, Programming, and Software Services	64	Systems Implementation and Engineering Services
920	Data Processing, Computer, Programming, and Software Services	65	System Requirements Quality Assurance Review
920	Data Processing, Computer, Programming, and Software Services	66	System, Network, Database, DBA Administration Services
920	Data Processing, Computer, Programming, and Software Services	75	Technical Writing and Documentation, IT Services
920	Data Processing, Computer, Programming, and Software Services	76	Testing of Systems Infrastructure, Components of Software, IT Services
920	Data Processing, Computer, Programming, and Software Services	91	Training, Computer Based, Software Supported
924	Educational and Training Services	40	Instructor-led, Classroom Training, Technical
958	Management and Operation Services	77	Project Management Services

SOLICITATION CONTENTS

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

RFO DIR-CPO-TMP-593 (this document)

a. Attachments

Attachment 1: Sample Contract

Attachment 2: Standard Contract Terms and Conditions

Attachment 3: Services Agreement

Attachment 4: Scope of Work (SOW)

b. Solicitation Documents

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: Reference Forms

Exhibit F: Respondent Release of Liability

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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, and Subchapters F, I and L, as well as Texas Government Code Chapter 2059. In accordance with Texas Government Code Sec. 2054.0565, USE OF CONTRACTS BY OTHER ENTITIES, (a) The department may include terms in a procurement contract entered into by the department, including a contract entered into under Section 2157.068, that allow the contract to be used by another state agency, a political subdivision of this state, a governmental entity of another state, or an assistance organization as defined by Section 2175.001.

B. This RFO is **not** a solicitation for professional or consulting services as defined in Chapter 2254, Texas Government Code.

1.2. Purpose

A. The objective of this Request for Offer (RFO) is to solicit Responses from potential Respondents to provide Deliverables Based Information Technology Services (DBITS) for the Cooperative Program (COOP) master contracts to Customers, acting by and through the Department of Information Resources (DIR). DIR is not soliciting these services for the Agency.

B. With the issuance of this RFO, DIR is seeking to achieve the following:

   a. Creation of a contractual vehicle that satisfies statewide procurement requirements for DBITS contracts;

b. Improve efficiency in Customer procurement processes when contracting for DBITS;

c. Increased offerings; and

d. Flexible categories.

C. DIR is seeking to provide contract offerings for the following deliverables-based technologies categories:

a. Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP).

b. Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing.

c. IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Government Procurement Advisory, and Contract Implementation Services.

d. Project Management and Program Management.

D. 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 negotiations. RFO **Section 4 EVALUATIONS, NEGOTIATIONS, AND AWARD** contains more information regarding evaluation and Respondent selection process. DIR reserves the right to make a single award or multiple awards from this RFO. All contract(s) awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.

E. For administrative efficiency for DIR and its Customers, DIR reasonably anticipates that it will award a finite number of Contracts as determined by the competitive breaks created through evaluation of Responses.

1.3. DIR Vision and Desired Outcomes

1.3.1 Background

DIR delivers the strategic thinking, purchasing power, and policy insights necessary to ensure organizations across all levels of state and local government can find, procure, and securely implement innovative technology. As the only state agency with a view into how every other agency uses technology, DIR helps the Texas legislature craft smart, statewide IT policy. While DIR is specifically charged with overseeing state government, countless local government entities, including K-12 education organizations and public colleges and universities, also depend on DIR's services to keep their technology reliable, secure, and

forward-looking. For more information on DIR and its offerings, see the DIR website at: https://dir.texas.gov/

1.3.2 DIR Information

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

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

1.3.3 Information Technology Acquisition

A. Through its Cooperative Contracts Program, DIR assists state agencies and local governments (collectively Customers) with cost-effective acquisition of their information resources by negotiating, managing, and administering contracts with information technology providers. Customers may include any Texas state agency, unit of local government, or institution of higher education as defined in Texas Government Code, Section 2054.003; the legislature or a legislative agency; the supreme court, the court of criminal appeals, or a court of appeals; a public hospital, including a hospital district or hospital authority; an independent organization certified under Section 39.151, Utilities Code, for the ERCOT power region; the Texas Permanent School Fund Corporation; an assistance organization, as defined by Section 2175.001, Government Code; an open-enrollment charter school, as defined by Section 5.001, Education Code; a public safety entity, as defined by 47 U.S.C. Section 1401; a private school, as defined by Section 5.001, Education Code; a private or independent institution of higher education, as defined by Section 61.003, Education Code; a volunteer fire department, as defined by Section 152.001, Tax Code; or a governmental entity of another state.

B. DIR combines the buying power of authorized Customers to obtain volume-discounted pricing for selected technology products and services. In addition to offering volume-discounted pricing, DIR created the Cooperative Contracts (Co-op Contracts) Program to make it easier for Customers to acquire these products and services. Customers place orders with and issue payments directly to the Successful Respondents participating in the Co-op Contracts Program. Subject to DIR rights, DIR will award and negotiate base

contract documents with Successful Respondents. Customers contact Successful Respondents for information regarding products, services, and pricing information; negotiate their own service level agreements and additional terms and conditions, if any, and if more favorable to the Customer; and send their purchase orders (with the DIR contract number) and payments directly to the Successful Respondent, not to DIR. Information regarding the Co-op Contracts Program is located on DIR's website at http://dir.texas.gov/View-About-DIR/Pages/Content.aspx?id=41.

1.3.4 Texas Government Code, Section 2157.068

A. The Texas Government Code, Section 2157.068, effective September 1, 2005, requires State agencies to buy commodity items, as detailed below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.

B. Commodity items are commercially available software, hardware, and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists from a customer. Hardware is the physical technology used to process, manage, store, transmit, receive, or deliver information. Software is a commercially available program that operates hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates, or replacements, and may include software provided as a service. Technology services are the services, functions, and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staff augmentation, training, maintenance, and subscription services. Seat management is a service through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software, and technology services.

1.3.5 Cost Recovery

DIR recovers the costs of negotiating, executing, and administering 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 purpose 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 $3.4 billion in Customer purchases for the past three (3) fiscal years combined. Information contained within the table below shows the total purchases for the past three (3) fiscal years by Customer segment. These purchases represent contracts that are hardware, software, and services related. The State's fiscal year runs September 1st through August 31st.

Table 1: DIR Cooperative Contracts Historical Sales (source DIR Data Warehouse)

	2022	2023	2024
Assistance Org	$3,500,000	$3,800,000	$9,800,000
Higher Ed	$446,800,000	$514,100,000	$500,800,000
K-12	$891,600,000	$872,800,000	$599,900,000
Local Government	$783,700,000	$949,800,000	$1,153,900,000
Out of State	$84,600,000	$80,900,000	$75,200,000
State Agency	$839,600,000	$968,700,000	$1,077,400
Total:	$3,050,600,000	$3,391,200,000	$3,417,100,000

1.3.7 Current Contracts

DIR currently has multiple Contracts to provide Deliverables Based Information Technology Services (DBITS). Table 2 Deliverables Based Information Technology Services (DBITS) Sales Volume by DIR Fiscal Year shows the total sales volume of services sold through the Deliverables Based Information Technology Services (DBITS) contracts for fiscal years 2022, 2023, and 2024.

Table 2: Deliverables Based Information Technology Services (DBITS) - Sales Volume by category (Source DIR Data Warehouse)

DBITS Category	2022	2023	2024	Grand Total
Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP)	$11,474,719.27	$77,531,911.94	$64,484,976.47	$153,491,607.68
Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing	$250,000.00	$5,822,079.45	$3,392,523.56	$9,464,603.01

IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services	$1,333,536.97	$7,461,918.29	$15,205,410.16	$24,000,865.42
Project and Program Management	$1,191,468.00	$10,438,304.59	$24,171,536.76	$35,801,309.35
Totals by Fiscal year	**$14,249,724.24**	**$101,254,214.27**	**$107,254,446.95**	**$222,758,385.46**

1.3.8 Information for Current DBITS Contract Holders

1.3.8.1 Contract Holders of current DBITS contracts may:

A. Choose to respond to this RFO; if a new contract is successfully negotiated, the new Contract will replace the Contract Holders current DIR contract.

B. Choose not to respond to this RFO; if a Contract Holder elects not to respond to this RFO, the current DBITS contract may only exist through the term defined in the current contract.

1.3.9 Requirements

A. **This RFO is for services only. Hardware and software are not within the scope of any awarded contract.**

B. DIR intends to award Contracts to Respondents for DIR Customer use. Awarded Contract Holders may respond to Statements of Work (SOWs) from DIR Customers to perform services in the Technology Categories described in this Section. Each Respondent shall demonstrate its qualifications and experience for each Technology Category for which it intends to respond. Respondents may choose to respond to any number of Technology Categories but must be very clear about which category(ies) to which it is responding.

C. The total contract value must align with the Texas Government Code and Rules.

D. At a minimum, each SOW will describe the deliverables, the acceptance criteria for the deliverables, and any required or proposed service levels. Sample Service Levels and a SOW are shown in Attachments 3 and 4.

E. DIR Customers will identify the specific details of their SOWs. State agency Customers must submit SOWs to DIR for review and approval prior to soliciting DIR Successful Respondent.

F. When responding to a SOW quote request from Customers the DIR Contract Holders must also provide a Service Level Agreement that will address each project support during and after the project is completed. See an example of a Service and Support Level Agreement shown in Attachment 4.

G. DIR DBITS Contract Holders will follow DIR Customer response instructions for each SOW to which they respond. The DIR Customer will make the best value determination and issue a purchase holder directly to the selected Contract Holder.

1.3.10 Statement of Work (SOW)

A. Using the DIR-provided SOW format (see Attachment 4) or a customer-created template, Customers will solicit Contract Holders to provide deliverables-based IT services

B. Customer SOWs may include additional terms and conditions associated with the specific project.

C. Successful Respondent shall review Customer SOWs, and if interested and able to provide the requested services, shall submit compliant responses.

D. The Successful Respondent shall be held accountable for all additional Customer terms and conditions to which Successful Respondent agrees as part of the Customer Solicitation process.

2. SCOPE

2.1. Required Services

A. It is the responsibility of the Respondent to ensure the 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 Successful Respondent to provide Deliverables Based Information Technology Services (DBITS).

D. Within each Technology Category listed below, examples have been provided. The list of examples is not intended to be exclusive, but rather general indications of the types of services within a given Technology Category. Other services that may not be detailed or listed as examples, but which adhere to the definition for each Technology Category are also in scope.

E. Each of the categories implies the requirement for the skills to accomplish the

outcome and deliver an acceptable product to the Customer.

2.2. Categories of Services

Emerging Technologies including, but not limited to, Artificial Intelligence, Quantum Computing, the respondents' software for service delivery, etc. may be leveraged if approved by the requested agency provided the use of these technologies is properly documented in the final scope of work of deliverables and/or other related services. These technologies must follow applicable laws and regulations. Agencies may request information on technologies such as transparency, governance, and data management.

2.2.1 Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP)

A. Application Development is the development of new applications which may be mainframe, server, network-based, web-based or a combination and may require interfaces to existing applications. Application Maintenance and Support includes troubleshooting, modifying, maintaining, improving security, and enhancing legacy systems and applications which may be running in a production environment.

B. Technology upgrade, migration, and transformation may be accomplished by converting/migrating legacy applications to new technology, either with or without new business functionality. It may also include introducing new technology into the enterprise and managing any changes as a result of the introduction.

C. Transformation may include assessments of the current application portfolio, evaluation of the technology assets before beginning technology transformation and Business Case development for justification of an initiative. Part of the transformation journey may include planning, analysis, requirements development, proof of concept, deployment, implementation, integration, remediation, data migration, documentation, application programming and support services, and training support.

D. Return on investment (ROI), benchmarks, and milestones may also be appropriate to include in a transformation initiative.

E. Agile methodology may be considered if requesting agency approves the deliverables and /or milestones that align with the documented sprint schedule, methodology, and governance which defines the process of developing, communicating, implementing, monitoring, and approving the project phases.

F. ERP is an amalgamation of an organization's information systems designed to automate and integrate a variety of functions, commonly referred to as "back

office", including financials, human resources and asset management. These systems are usually modularized and generally highly configurable. Business Process Reengineering (BPR), system or application changes, implementation, conversion services, and training are often included in an ERP initiative.

G. This Category will require vendors to submit a VADSIR form Sample to demonstrate the company internal accessibility strategy for development.

2.2.2 Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing.

A. BI enables an organization to perform in-depth analysis and includes, where required, data mining of detailed business data providing real and significant information to business users. BI may include an integrated group of operational and decision support applications and databases. BI makes use of tools designed to easily access data warehouse data. A data warehouse collects, organizes and makes data available for the purpose of analysis and gives organizations the ability to access and analyze information about its business. The function of the data warehouse is to consolidate and reconcile information from across disparate business units and IT systems and provide a context for reporting and analysis.

B. Road mapping for a data warehouse initiative may include assessment of technology and infrastructure, as-is documentation, business requirements gathering, use case development, and reporting requirements analysis.

C. This category includes solutioning data warehouse architectural design, data warehouse processes and sourcing, extraction, transformation, analytics, and loading of data sources; planning, assessment, product installation and tuning; prototype development, deployment, data cleansing, data mart development and support; data migration, integration with data mining; integration with business intelligence tools, artificial intelligence, and/or systems; data scrubbing; data transformation; training and knowledge transfer.

D. Data governance planning and implementation, and Business Analytics and Reporting (BAR) are also included in this category.

2.2.3 IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services.

This category includes, but is not limited to:

A. IT Assessments and Planning may include IT effectiveness, maturity, governance, and architecture. Strategic planning activities may include mission statement development, visioning and goals, objectives, and strategy development. Assessment of staff knowledge, skills and abilities, bandwidth, time and motion studies, and succession planning are included in this category. Strategic planning development and tactical planning may require the provision of actionable plans and roadmaps. Organization change management, enterprise architecture, cloud assessments, and network performance assessments are within scope as well.

B. Also included in this category are the independent verification and validation procedures that are used together for in-depth analysis of a product, service, or system for compliance with requirements as well as the independent oversight of software (or systems) development life cycle (SDLC) processes and specifications.

C. Market Research, Procurement Advisory, and Contract Implementation Services activities may include requirements gathering, facilitation activities, scoring criteria development, evaluation criteria development, negotiation guidance and assistance, and contract transition assistance.

i) Cost optimization including software license cost analysis;

ii) Financial planning and pricing structures;

iii) Market reviews/market research;

iv) Market engagement;

v) Transition/implementation assistance; and

vi) IT contract management assistance.

NOTE: When using Procurement Advisory Services under the Texas Government Code, § 2155.004, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The selected Contract Holder and theemployees of that Contract Holder

who perform Procurement Advisory Services will be ineligible to respond to any resulting solicitation(s).

2.2.4 Project and Program Management

A. Project and Program management services include any or all the project management processes identified by the Project Management Institute (PMI) as published in the most recent edition of the PMBOK® Guide, including practice guides such as Agile and Managing Change in Organizations.

B. Examples of included services include utilizing the Customer's tools and processes, using commercially available off-the-shelf tools, using Contract Holder's own proprietary tools and processes to manage a project, and using the Texas Project Delivery Framework. Information about the framework tool can be found at the following url: https://prod.dir.texas.gov/project-delivery-framework

C. This category includes, but is not limited to:

i) Business case development;

ii) Statewide impact analysis;

iii) Cost to benefit analysis;

iv) Risk assessment;

v) Stakeholder management;

vi) Organizational change management;

vii) Strategic planning;

viii) Program assessment; and

ix) Agile development, training, coaching.

2.3. Contract Holder Suspension

At any point under the Contract, DIR may issue a Notice of Intent to Suspend to any Contract Holder for failure to adhere to Contract requirements, including but not limited to the events listed below:

A. Successful Respondent or Successful Respondent's Worker (s) no longer holds necessary license(s) or certificate(s) required to perform the work under any solicitation;

B. Successful Respondent falsifies an invoice for services or travel reimbursement;

C. Successful Respondent or its worker(s) have engaged in prohibited practices or

commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract, fails to perform the work under this Contract within the time specified by the SOW agreement with the Customer, or so fails to pursue the work as to endanger Successful Respondent's performance under this Contract in accordance with its terms.

D. If Successful Respondent violates Contract requirements, DIR may suspend Successful Respondent's performance of this Contract, in whole or in part, for a period up to 180 calendar days.

   i) When a violation occurs, DIR may send a Notice of Intent to Suspend to the Successful Respondent documenting the reasons for the proposed suspension.

   ii) Successful Respondent may provide a written response to the Notice of Intent to Suspend, appealing DIR's determination that a violation has occurred. Successful Respondent's written response must be received no later than the fifth (5th) Business Day from receipt of the Notice of Intent to Suspend. Failure to timely respond to the Notice of Intent to Suspend will result in a summary decision by DIR.

   iii) DIR will review the response to the Notice of Intent to Suspend and, in its sole Discretion, determine whether to proceed with the Suspension. DIR will then notify the Vendor in writing of the determination decide and include the period of suspension, which may be up to 180 calendar days in length effective from the date of receipt, if applicable.

2.4. Exclusions/Out of Scope

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

A. Cloud Broker Services.

B. Cloud Assessment Services.

C. Professional or consulting services as defined in Chapter 2254 of the Texas Government Code.

D. 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

2.5. Pricing

A. Respondents will not propose pricing information under this solicitation as Pricing will not be evaluated for Deliverables Based Information Technology Services

(DBITS).

B. DIR is not soliciting Deliverables Based Information Technology Services (DBITS) for the agency. DIR establishes statewide master contracts for use by DIR eligible customers. DIR competitively bids for information technology products and services.

C. 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.

2.6. Electronic and Information Resources (EIR) Accessibility

A. Accessibility Requirements for this solicitation will be detailed in the Categories Description Section. The Accessibility requirements are going to be:

   a. The VADSIR for Categories where Development is a component.

   b. The PDAA is a requirement for all vendors responding to this solicitation.

B. The following are the State of Texas Accessibility requirements where customers are required to have the accessibility documentation necessary to meet the State Legal Requirements as follows:

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

   b. Accordingly, all vendors must provide accessibility documentation:

      i.) 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 2.6.21** for detailed requirements.

      ii.) 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 2.6.2** for detailed requirements.

iii.) The Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment. See **RFO Section 2.6.3** for detailed requirements.

2.6.1 ACR Submission and Review (Not applicable for this Solicitation)

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 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.

2.6.2 VADSIR Submission and Review (Required based on Category being Proposed)

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 contain one or more user interfaces (end user, administrative, etc.)

C. VADSIRs will be evaluated by DIR for credibility and completeness.

2.6.3 PDAA Submission and Self-Assessment Score (Required of all Respondents)

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.

2.7. 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.

2.8. Form of Contract

2.8.1 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-593.

2.8.2 Proposed Changes and Exceptions

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

B. Item 11 of **Exhibit A** Respondent Information contains the format for Respondent to note any exception to any provision, term, or condition specified in the Contract for Product, Services, and Related Services and Standard Contract Terms and Conditions Cooperative Contracts. Respondent should provide any proposed changes under **Exhibit A1 Exceptions form** provided. 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 if 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 <u>will not be considered</u>. 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, terms, or condition, proposed alternative language **<u>must</u>** 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.

2.9. Term of Contract

A. DIR anticipates that the term of the Contract will be an estimated two (2) years with one (1) optional two-year renewal and one (1) optional one-year renewal to be exercised by DIR at its discretion.

B. **RFO Section 3.8.3.42** 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 3.8.3.42**.

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

2.10. 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. Vania Ramaekers, CTCD, CTCM is the sole point of contact for this procurement. Routine correspondence may be directed to Vania Ramaekers and cc to Julia Klingemann, CTCD, CTCM as follows:

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

cc

Julia Klingemann, Procurement Lead back up for this Solicitation.

E-mail: julia.klingemann@dir.texas.gov

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

3.2. Response Integrity

A. To ensure the integrity of the competitive process, a Respondent may not directly or indirectly communicate any of the contents of its Response to:

1. A competitor of the Respondent; or
2. Any other company, corporation, firm, partnership, individual, or related entities of the same parent company engaged in the same line of business as the Respondent; or
3. A related entity of the Respondent engaged in the same line of business as the Respondent.

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

C. When a related entity of the Respondent (whether related at the time Responses are due or at any time thereafter) submits a competing offer, DIR may require additional information to ensure each separate Response is independent. Failure to

provide or fully disclose all such information may, at DIR's discretion, disqualify Respondent or result in the termination of any resulting contract. **RESPONDENT HAS AN ONGOING DUTY TO UPDATE ALL THE INFORMATION INCLUDED IN ITS RESPONSE AT ANY TIME THAT 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
Monday February 18, 2025	Publish RFO on Electronic State Business Daily
Tuesday March 4, 2025, 2:00 PM (CT)	Optional Pre-Proposal Webinar Session 1
Wednesday April 9, 2025, 2:00 PM (CT)	Optional Pre-Proposal Webinar Session 2
Thursday March 27, 2025, 5:00 PM (CT)	Deadline for submitting questions
Tuesday April 29, 2025, 2:00 PM (CT)	**Deadline for DIR to receive Vendor references** **Deadline for submitting responses to RFO**
April 30, 2025 – until completed	Administrative Review, 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 with the opportunity to submit written questions via the webinar. DIR requests that all questions submitted at the webinar refer to 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:**

Session 1: March 4, 2025

https://www.zoomgov.com/webinar/register/WN_-52uIvnQTum5A3QaHWcYg

Session 2: April 9, 2025

https://www.zoomgov.com/webinar/register/WN_wci-64QCTta86hdZf47JgQ

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 26.00%.**

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 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, the 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

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 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. Respondents 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. Respondents will follow the instructions set forth in the following Exhibits and Attachments to this RFO.

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

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

3.8.1 BidStamp Vendor Information System (VIS) Portal

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

3.8.1.1 VIS Account Request Process

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

B. Instructions for VIS account access and using the BidStamp VIS portal to submit solicitation response can be found on DIR's website Information for Vendors page.

C. Respondents with any need of technical help with their BidStamp account will send an email to identity.support@dir.texas.gov.

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.**

3.8.3.2 Respondent References

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

3.8.3.3 Canceled Contract References

Using **Exhibit A Respondent Information, Attachment 1 Canceled Contracts** (included as part of **Exhibit A**), Respondent shall provide the name, title, contact number and description of services provided for any contract that was canceled or prematurely terminated in the past five (5) years. Respondents shall include details on the reason for the cancelation and the Respondent's position relevant to the cancelation, including the final resolution of the contract cancelation. For each company or entity listed, Respondent shall provide a signed RFO **Exhibit F, Respondent Release of Liability**. Failure to disclose Canceled Contracts may lead to a Respondent not being considered for the award.

3.8.3.4 Exceptions to Requirements **Exhibit A1** (including Appendix A Standard Terms and Conditions)

A. The final terms and conditions of any Contract awarded as a result of this RFO shall be agreed upon during negotiation. However, the minimum standard terms and conditions that will be included in any awarded Contract are contained in the **Appendix A Standard Terms and Conditions** included in the RFO documents as Attachment 2**.**

B. **Exhibit A Respondent Information** item 11 contains the format instructions for Respondents to note any exception to any standard provision, term, or condition specified in the RFO in the **Exceptions A1** form provided. **Exceptions to the RFO document itself are prohibited**. An explanation as to why the Respondent **cannot** comply with the provision, term, or condition **and** why the proposed alternative

language **must** be included in the Response. Examples of non-responsive 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. Referring 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). Vendors must copy the exact language from the referenced document, then redline and add proposed language withing the Exhibit A1 document appropriate sections.

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 **Exhibit A1** 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, the Exhibit A1 document file entitled "**ABC_593_Exhibit A1-Exceptions." 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 for standard contract terms and conditions; DIR, in its sole discretion, may or may not accept the Respondent's requested exceptions**.

G. Prior to the final award of a Contract, DIR reserves the right to make changes to the standard terms and conditions. Should this occur, any Respondent selected for negotiations will be notified.

H. If there are no exceptions, the Respondent shall explicitly state the Respondent

takes no exception to any part of this RFO. **Any exception may result in the Contract not being awarded to the Respondent.**

3.8.3.5 Addenda to the RFO

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

3.8.4 Response Files

The following table summarizes the files to be loaded into the BidStamp VIS in order to be considered a complete Response, with the corresponding file names. DIR will only review and consider information submitted with the Response. Any information provided outside the Response (such as links to webpages or other information) will not be considered. It includes required Accessibility documents referenced in **RFO Section 2.66 Electronic and Information Resources (EIR) Accessibility**.

Table 4: Response Files

RFO Reference	Form of Response
Exhibit A: Respondent Information Form – **MUST BE SIGNED**	"XXX_593_Exhibit A.docx" (.docx or .pdf)
Exhibit A1: Exceptions - Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions	"XXX_593_Exception A1.docx"
Exhibit B: Respondent History and Experience	"XXX_593_Exhibit B.docx" (.docx or .pdf)
Exhibit C: Contract Marketing and Customer Support Plan (plus required samples)	"XXX_593_Exhibit C.docx" (.docx or .pdf)
Exhibit F: Respondent Release of Liability	"XXX_593_Exhibit F.docx" (.docx or .pdf)
Exhibit G: PDAA form (Excell Format)	"XXX_593_PDAA.xlsx"
Exhibit H: VADSIR	"XXX_593_VADSIR.docx"
HUB Subcontract Plan (HSP) - MUST BE COMPLETED and SIGNED	"XXX_593_HSP.pdf"
Signed Addenda to the RFO	**"**XXX_593_Addenda" (.docx or .pdf)
NOTE: When submitting documents in PDF format Respondent must make sure the complete files are searchable.	

3.9. Rejection of Responses

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

3.10. Right to Amend or Withdraw RFO

A. DIR reserves the right to alter, amend, or modify any provision of this RFO, or to withdraw this RFO, in whole or in part, at any time prior to the award of a Contract if doing so is in the best interest of the State. DIR reserves the right to re-solicit for like or similar products and services whenever it determines re-solicitation to be in the best interest of the State.

B. Any changes or additional information regarding this RFO will be posted as an Addendum on the ESBD, at http://www.txsmartbuy.com/esbd. It is the responsibility of Respondents to monitor the web site for Addenda. Respondent's failure to periodically check the ESBD will in no way release the Respondent from Addenda or additional information resulting in additional costs to meet the requirements of the RFO.

3.11. Pre-agreement Costs

DIR shall not be responsible for 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 be released as public information. Responses of Successful Respondents will be published on DIR’s website after contracts are executed, and all other Responses are subject to release upon completion of the procurement or if the procurement is terminated.

B. If a Respondent believes that its Response, or parts of its Response, may be exempted from disclosure under Texas law, Respondent must submit both a

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

C. If a Respondent fails to provide redacted and unredacted copies of its Response, or fails to specifically identify information that Respondent believes to be excepted from disclosure within its Response, then Respondent waives any and all claims against DIR for the release of such information, regardless of whether DIR provided prior notice to Respondent of such release.

D. Pursuant to Texas Government Code Section 2252.907, Respondent is required to make any information created, exchanged with the state pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

E. The Office of the Texas Attorney General (OAG) has the sole authority to determine whether information is confidential and not subject to disclosure under the Public Information Act. DIR shall comply with all decisions of the OAG.

F. DIR assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

G. The issuance of this RFO does not imply that DIR is making an offer to do business with any RFO recipient or Respondent. No agreement or other binding obligation on DIR is implied or will occur unless and until a definitive agreement is executed. The issuance of this RFO and the submission of the Respondent's Response do not create any obligation upon DIR to purchase goods or Services from the Respondent, or to enter into any binding legal relationship with one (1) or more of the Respondents.

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

3.14. News Release

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

4. EVALUATIONS, NEGOTIATIONS, AND AWARD

4.1. Evaluation of Responses

A. DIR will review Responses to determine responsiveness to this RFO. All determinations about responsiveness to this RFO are final. All Responses determined to be responsive will go through a financial review overseen by the Chief Financial Officer's (CFO's) office. **The financial review (here, a review of the financial solvency of the Respondent), Completed HUB Subcontracting Plan, and the submittal of a signed Exhibit A Respondent Information are pass/fail determinations that are final**. Only Responses that pass all three (3) will be considered for award.

B. At any time during the evaluation process, DIR may ask any or all Respondents to elaborate on or clarify specific points or portions of their Response. DIR's request and Respondent's response shall be in writing.

4.2. Evaluation Criteria

4.2.1 Pass/Fail Criteria

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

A. Financial Information is a Pass/Fail review conducted by the Finance Group based on the Respondent's financial stability as reported by Dun and Bradstreet; Respondent shall provide an accurate DUNS number on **Exhibit A Respondent Information**; the DUNS number shall correspond to the company address on file with Dun and Bradstreet.

B. Completion and signing of a HUB Subcontract Plan; and

C. Compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:

1. A score of less than "C" in the Vendor Performance System;
2. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports; and
3. Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (including but not limited to late delivery, etc.).

D. Compliance with Texas Government Code 2054, subchapter M, TAC 206, TAC 213, and WC3 WCAG 2.0 AA technical standards, as applicable. Respondents may fail this selection criterion for any of the following reasons:

1. Missing or blank PDAA Company self-assessment. (not for products)

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. **Exhibit B: Respondent History and Experience – 60%**

   ******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.

2. **Exhibit C: Contract Marketing and Customer Support Plan – 40%**

   a. **Exhibit C**: Part 1 Marketing Plan

   b. **Exhibit C**: Part 2 Customer Support Plan

NOTE: When evaluating Exhibit B and C DIR will only consider information submitted with the response. Any information provided outside the Response (such as webpages, links or information included by reference) will not be considered. This also includes Marketing materials which are not allowed to be submitted as part of your response.

B. DIR's evaluation of Respondent's history and experience may include consideration of Respondent performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.115.

C. DIR will consider exceptions in light of a Respondent's score in other areas. Excessive exceptions, or exceptions which are not presented in the formats

described in **RFO Section 3.8.3.4** may affect a Respondent's standing, may delay negotiations resulting in a shorter contract term, or may cause the Respondent's Response to be deemed non-responsive and be removed from further consideration.

4.3. Revised Offer

A. DIR in its discretion will make the determination whether to request oral presentations and/or engage in a Revised Offer process. The Revised Offer process, if held, may be scored.

B. DIR reserves the right to continue to evaluate Responses until such point as the best value, as defined by Texas Government Code, Section 2157.003, is obtained for the State.

4.4. Negotiations

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

4.5. Award of Contract

DIR Executive Management shall make the decision to award a Contract, if in the best interest of DIR and the State to do so. The decision of Executive Management on any award is final. Any award for this RFO shall be posted under requisition number RFO DIR-CPO-TMP-593 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

RFO DIR-CPO-TMP-593

Deliverables Based Information Technology Services (DBITS)

Respondent Information

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

Please ensure the Legal Entity Name and Address exactly match the name and address associated with the DUNS Number provided or contact Dun and Bradstreet with corrections prior to responding to this RFO.

1) A) Legal Entity Name: _____

   B) Company "friendly" Name (DBA): _____

   C) Parent Company Name (if applicable)_____

2) DUNS Number: _____

   Legal Entity Address_____

   City:_____

   State:_____

   Zip Code:_____

3) Federal Employer Identification Number (FEIN) _____

4) Principal place of business (Corporate Address)

   Address_____

   City:_____

   State:_____

   Zip Code:_____

5) 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.

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

Name: _____
Address _____

City: _____

State: _____

Zip Code: _____
Phone Number: _____
Email: _____

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

Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____
Phone Number: _____
Email: _____

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

Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

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

☐Yes ☐No

10) Year of incorporation: _____

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

   1. Referring to 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. Exhibit A1- Exceptions **must include**:

   1. RFO document title, section number, and section title;
   2. Explanation as to why Respondent cannot comply with the term or condition; and
   3. Proposed alternate language (redline).

C. If Respondent fails to note any exception within its Response, Respondent may not be allowed to request an exception throughout the procurement process. No new exceptions will be considered after negotiations or Contract Award.

D. Refer to Exhibit A1 for these instructions, 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.

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 Exhibit A1 document "ABC_xxx_Exceptions.docx" that the Respondent takes no exception to any part of this RFO.

G. Any exception may result in the Contract not being awarded to the Respondent. DIR reserves the right to exclude a Respondent based upon the quality and substance of any exception(s).

12) 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.

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.

13) 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.

14) Statement of Compliance

A. Checklist for the RFO

1. The following checklist is provided for the convenience of Respondents in their Response preparation process. It is not intended to represent an exhaustive list of the mandatory requirements for this RFO. Respondents must ensure that all mandatory requirements for this RFO are met, even if they are not included in this checklist.
2. A completed checklist shall not be binding on DIR's administrative review for compliance with the mandatory Response contents specified in this RFO. As

step one of the evaluation process, DIR will review all Responses to ensure compliance with the mandatory Response contents as specified in Section 3.8.4 of the RFO and reject any Response that does not comply.

3. All Responses must be received by DIR on or before the date and time specified in Section 3.3 Schedule of Events of this RFO. No late Responses will be reviewed.

Item	Check
Responses must be submitted through BidStamp VIS Portal	☐
Mandatory Response Contents	
Exhibit A: Respondent Information Form (this document) – **MUST BE SIGNED**	☐
Exhibit A1: Exceptions - Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions	☐
Exhibit B: Respondent History and Experience	☐
Exhibit C: Contract Marketing and Support Plan	☐
Exhibit D: HUB Subcontracting Plan (HSP) (be sure to download the latest form from the Texas Comptroller's website)	☐
Exhibit F: Respondent Release of Liability	☐
Exhibit G: Policy Driven Adoption for Accessibility (PDAA) Form	☐
Exhibit H: Vendor Accessibility Development Services Information Request (VADSIR)	☐
HUB Subcontracting Plan (HSP) – MUST BE COMPLETED and SIGNED	☐
Signed Addenda to the RFO	☐

B. **Certification Statement**

The undersigned hereby certifies on behalf of *insert company's legal name here* that RFO-DIR-CPO-TMP-593 has been read and understood. In submitting its Response *insert company's legal name here* represents to DIR the following:

1. Respondent is capable of providing the products and services as described in the RFO;
2. Respondent is offering true and correct pricing and discounts for the products and services;

3. Respondent agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
4. as of the date of signature below, Respondent is not listed in the prohibited Respondents list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control;
5. Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration;
6. Respondent certifies, under Texas Government Code, Sections 2155.004 and 2155.006, that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate;
7. Respondent certifies that, to the extent applicable to this scope of this RFO, Respondent is in compliance with Health and Safety Code, Chapter 361, Subchapter Y, related to the Computer Equipment Recycling Program, and the 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. Under Section 231.006, Family Code, the Respondent certifies that the individual or business entity named in this contract, bid, or application is not

ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

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; Respondent certifies that upon notification of contract award, the names and social security numbers of each person with at least 25% ownership of the business entity shall be provided.

12. Respondent agrees to comply with Texas Government Code, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas;

13. 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, the 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:_____

14. 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;

15. 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;

16. 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;

17. 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

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

19. Respondent certifies that there ☐ have / ☐ have not been canceled contracts in the past five (5) years. NOTE: If "have" is checked, Respondent must complete and submit Exhibit A, Attachment 1; if "have not" is checked, Respondent shall include a statement certifying that they have had no canceled contracts in the past five (5) years.

20. 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.

_____

Signature of Officer or Agent empowered to contractually bind the Respondent **(REQUIRED)**

_____

Title

_____

Date

<END OF EXHIBIT A>

Exhibit A

1 ATTACHMENT 1

List of Respondent's Cancelled Contracts

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

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

RESPONDENT NAME: _____

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

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

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

Company Name: _____

DIR-CPO-TMP-593 Deliverables Based Information Technology Services (DBITS)

Document Section Number	Section Title	Proposed Language (Please redline standard language) Copy section from original Document before redlining	Justification For Proposed Language	DIR Response

Exhibit B
Respondent History and Experience
RFO DIR-CPO-TMP-593
Deliverables Based Information Technology Services (DBITS)

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 services have been used by customers. (No marketing materials, no links to websites)

2) Indicate the Services Category(ies) to which your company is Responding:

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

Technology Category	Submitting Response?
Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP)	☐
Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing	☐
IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services	☐
Project and Program Management	☐

3) For each Technology Category selected in Table 1 (using this document) and in no more than Three (3) pages per category, provide a summary of the Respondent's experience, with a 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. (No marketing materials, no links to websites)

- Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP)

- Business Intelligence (BI), Data Management, Analytics, and Automation,

including Data Warehousing

- IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services

- Project and Program Management

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 for each category to which you are Responding. (Customer Support **Post Project Completion** is the focus of this Question) (No marketing materials, no links to websites)

5) Using Table 2, for each category to which you are Responding, provides the total number of years your company has provided services requested in this RFO. If your company does not have experience with these government Market Segments, please indicate with "n/a" in the table below. Use the "Other" to represent your years of experience providing the services requested under this RFO.

Table 2: Number of Years Providing Requested /Services for each category to which you are Responding

Products and Related Services	
Market Segment	Total **Number of Years** Providing Services being Requested
All Sectors	
Texas State Agencies	
Local Governments	
Independent School Districts	
Institutes of Higher Education	
Other/Not Government Market Segment	

6) Using If your company have sold to these Market Segments, please indicate with "n/a" in the table below. Use the "Other" to represent the total dollars sold in the past 12 months for the categories to which you are Responding.

7) **Table 3**, indicate if, in the last twelve (12) months, your company has sold the requested services to the Market Segments listed below. Include the total sales for the 12-month period. If your company have sold to these Market Segments, please indicate with "n/a" in the table below. Use the "Other" to represent the total dollars sold in the past 12 months for the categories to which you are Responding.

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	
Other/Not Government Market Segment	

NOTE: MARKETING MATERIALS, LINK REFERENCES AND ANY INFORMATION PROVIDED OVER THE ALLOWED NUMBER OF PAGES FOR EACH QUESTION WILL NOT BE EVALUATED.

<END OF EXHIBIT B>

Exhibit C

Contract Marketing and Customer Support Plan

RFO DIR-CPO-TMP-593
Deliverables Based Information Technology Services (DBITS)

In no more than four (4) pages total for Part 1 and four (4) pages total for Part 2, 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.

PART 1 – Marketing Plan

1) Describe your company's current Marketing Strategy. (No marketing materials and No links to web sites)

2) How does the DIR Customer Base fit within your current marketing strategy. (No marketing materials and No links to web sites)

3) Describe your company's (if awarded a contract) strategy for marketing and selling the services categories your company is proposing under 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, attending special conferences and events, 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

4) Describe your company's strategy for providing customer guidance and assistance with writing requirements and Scope of Work to eligible DIR Customers throughout the State of Texas. **NOTE:** For a complete list of DIR eligible customers, refer to the DIR website

information on eligibility, located here: Customer Eligibility | Texas Department of Information Resources.

5) For each service category to which your company is responding provide a brief description of how your company intends to market these services to the DIR customer base.

6) Successful Respondents selected for the 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 offers on your website. Website pages 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. Providing steps to ensure contract pricing is published on the webpage is accurate and up to date and in compliance with the awarded contract.

   (see list below for webpage requirements).

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

NOTE: The marketing plan will be evaluated based only on the information provided on this form, so be clear as to your company's current marketing strategies for your services, and how these marketing strategies will be used to address this contract and the DIR customer base. No marketing materials and no website links will be evaluated.

PART 2 – Post Project - Service Level Agreements and Customer Support

1) Provide an overview of the management and the assigned customer relationship team that will be responsible for managing the customer experience in the event of being awarded a Contract.
    a. Describe your company's geographical reach, teaming partners and subcontractors (if any), to include, at a minimum, the locations of corporate and branch offices as well as locations where work is currently taking place. Explain how these locations and any proposed new locations will be used in the performance of this contract.
    b. Provide names, titles, prior account management experience for current customer accounts, provide detail on the size and type of accounts being managed. No resumes.

2) What is your company's approach during the planning and executing phases of a project?
    a. Describe the monitoring of the project performance and your approach to necessary adjustments,
    b. How does your team gather and address user feedback from the customer team, stakeholders, and/or executive sponsors,
    c. How does your team resolve emerging issues throughout all project phases,
    d. How does your team ensure a smooth transition to operation,
    e. How does your team prepare the customer for when your part is over.
3) What is your company's "POST" go live support strategies and how you intend to maintain your customer support for the remainder of the project life cycle.
4) Describe how the Respondent will manage the contract to ensure uninterrupted, high-quality performance and overall contract effectiveness. Also include the process for the transfer of subscriptions and other related services among the users of a DIR customer entity to ensure non interruption of services.
5) Describe your company's process to negotiate and establish a Service level Agreement (SLA) with Customers (no marketing materials, no website links) for post-go-live projects, including but not limited to:
    a. When do you propose the SLA
    b. Performance Measurements
    c. Performance Monitoring
    d. How do you handle Additional Terms and Conditions
    e. Cost and multiple-year discounts
    f. Change Management

g. Penalties
h. Roles and Responsibilities

** The attachments provided are not included in the 4-page limit for Respondent's response for Exhibit C Part 1 and 4-page limit for Part 2. **

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.

Provide and label as Attachment 2 to Exhibit C a breakdown service levels being proposed. Respondents may provide links to URL sections as appropriate to convey the full service 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.

NOTE: The customer support plan will be evaluated based only on the information provided on this form, so be clear and make sure to answer each question. No marketing materials and no website links allowed.

<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.

SAMPLE

Before Completing your HUB Plan

Vendors will download this form from the CPA web site to make sure you have the most recent updated Form.

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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 <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> 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 <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* 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 <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>does not meet or exceed</u>* 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

***<u>Continuous Contract</u>:** 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.*

SAMPLE

HUB Subcontracting Plan (HSP)

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

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

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

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

- - Agency Special Instructions/Additional Requirements - -

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

SAMPLE

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ **- Yes** ☐ **- No**

c. Requisition #: RFO DIR-CPO-TMP-593 Bid Open Date: _____ (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: RFO DIR-CPO-TMP-593

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS

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

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

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

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

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

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

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to Item d, of this SECTION.)

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

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

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

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

SAMPLE

Enter your company's name here: _____ Requisition #: RFO DIR-CPO-TMP-593

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

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	**Percentage of the contract expected to be subcontracted to non-HUBs.**
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

SAMPLE

***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 #: RFO DIR-CPO-TMP-593

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SAMPLE

SECTION 4: AFFIRMATION

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

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

Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

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

HSP Good Faith Effort - Method A (Attachment A)

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Enter your company's name here: _____ Requisition #: RFO DIR-CPO-TMP-593

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

SECTION A-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

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

SAMPLE

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

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____ Requisition #: RFO DIR-CPO-TMP-593

IMPORTANT*:** If you responded "No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

☐ - Yes (If *Yes*, continue to SECTION B-4.)

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

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

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

SAMPLE

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

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Enter your company's name here: _____ Requisition #: RFO DIR-CPO-TMP-593

SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/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 subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

SAMPLE

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

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

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

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____ State of Texas VID #: _____

Point-of-Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ Phone #: _____

Requisition #: RFO DIR-CPO-TMP-593 Bid Open Date: _____ (mm/dd/yyyy)

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

1. Potential Subcontractor's Bid Response Due Date:

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

we must receive your bid response no later than _____ Central Time on _____ Date (mm/dd/yyyy).

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

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

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

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

SAMPLE

Department of Information Resources

Request for Offer

DIR-CPO-TMP-593

Deliverables Based Information Technology Services (DBITS)

Exhibit E Vendor References

VENDOR REFERENCE
Deliverables Based Information Technology Services (DBITS)
Request for Offer DIR-CPO-TMP-593
REFERENCE DEADLINE TO DIR: No later than February 4, 2025:00 PM

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill out and return directly to DIR at the following email address: rfodir-cpo-tmp-593@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

_____

Vendor Name_____
Insert Type of* Product/Services Category*(e.g., Software) _____
Prime Contractor _____
Subcontractor(s) _____
Dates of Performance: Starting Date _____ **Ending Date** _____
Total Est. Contract Dollar Amount $_____

_____

This portion to be completed by the Customer providing reference and returned to DIR at rfodir-cpo-tmp-593@dir.texas.gov

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

Please provide your opinion by rating the following:

Quality of Solicitation Services

1. Have you purchased any Services from this Vendor in the past five (5) years?	☐Yes	☐No			
2. Vendor's ability to provide the products or services in a timely manner?	☐0	☐1	☐2	☐3	☐N/A
3. Vendor's knowledge of and ability to answer questions about the products?	☐0	☐1	☐2	☐3	☐N/A
4. Vendor's ability to resolve problems?	☐0	☐1	☐2	☐3	☐N/A

Cost

5. Timely, current, accurate & complete invoices.	☐0	☐1	☐2	☐3	☐N/A

Timeliness of Performance

6. Adherence to delivery schedule (major tasks, milestones)	☐0	☐1	☐2	☐3	☐N/A

Business Relations & Customer Satisfaction

7. Effectively communicated with customer management & staff.	☐0	☐1	☐2	☐3	☐N/A
8. Vendor personnel (professional, cooperative & flexible).	☐0	☐1	☐2	☐3	☐N/A
9. Vendor's attitude toward customer service	☐0	☐1	☐2	☐3	☐N/A
10. Overall Satisfaction with Vendor	☐0	☐1	☐2	☐3	☐N/A

11. Can you describe the Post Project Completion Support Services Received from this Vendor?

_____

_____

Comments: (Please use additional page if necessary)

_____

_____

In your opinion, should this Vendor be used again for Services? ☐Yes ☐No

In your opinion, should this Vendor be recommended to others? ☐Yes ☐No

Rater's Name:_____ Date:_____

Organization:_____

Title:_____

Phone Number:_____ Fax Number:_____ Email address:_____

Vendor Reference Evaluation
Scoring

Excellent (3)			
There are no quality problems.	There are no cost issues.	There are no delays.	Responses to inquiries, technical, service, and administrative issues are effective and responsive.
Satisfactory (2)			
Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is usually effective and responsive.
Marginal (1)			
Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Cost issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is somewhat effective and responsive.
Unsatisfactory (0)			
Nonconformances are compromising the achievement of contract requirements.	Cost issues are compromising performance of contract requirements.	Delays are compromising the achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is not effective and responsive.

Department of Information Resources

Request for Offer

DIR-CPO-TMP-593

Deliverables Based Information Technology Services (DBITS)

Exhibit E Vendor References

VENDOR REFERENCE
Deliverables Based Information Technology Services (DBITS)
Request for Offer DIR-CPO-TMP-593
REFERENCE DEADLINE TO DIR: No later than February 4, 2025:00 PM

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill out and return directly to DIR at the following email address: rfodir-cpo-tmp-593@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

_____

Vendor Name_____
Insert Type of* Product/Services Category*(e.g., Software) _____
Prime Contractor _____
Subcontractor(s) _____
Dates of Performance: Starting Date _____ **Ending Date** _____
Total Est. Contract Dollar Amount $_____

_____

This portion to be completed by the Customer providing reference and returned to DIR at rfodir-cpo-tmp-593@dir.texas.gov

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

Please provide your opinion by rating the following:

Quality of Solicitation Services

1. Have you purchased any Services from this Vendor in the past five (5) years?	☐Yes	☐No			
2. Vendor's ability to provide the products or services in a timely manner?	☐0	☐1	☐2	☐3	☐N/A
3. Vendor's knowledge of and ability to answer questions about the products?	☐0	☐1	☐2	☐3	☐N/A
4. Vendor's ability to resolve problems?	☐0	☐1	☐2	☐3	☐N/A

Cost

5. Timely, current, accurate & complete invoices.	☐0	☐1	☐2	☐3	☐N/A

Timeliness of Performance

6. Adherence to delivery schedule (major tasks, milestones)	☐0	☐1	☐2	☐3	☐N/A

Business Relations & Customer Satisfaction

7. Effectively communicated with customer management & staff.	☐0	☐1	☐2	☐3	☐N/A
8. Vendor personnel (professional, cooperative & flexible).	☐0	☐1	☐2	☐3	☐N/A
9. Vendor's attitude toward customer service	☐0	☐1	☐2	☐3	☐N/A
10. Overall Satisfaction with Vendor	☐0	☐1	☐2	☐3	☐N/A

11. Can you describe the Post Project Completion Support Services Received from this Vendor?

_____

_____

Comments: (Please use additional page if necessary)

_____

_____

In your opinion, should this Vendor be used again for Services? ☐Yes ☐No

In your opinion, should this Vendor be recommended to others? ☐Yes ☐No

Rater's Name:_____ Date:_____

Organization:_____

Title:_____

Phone Number:_____ Fax Number:_____ Email address:_____

Vendor Reference Evaluation
Scoring

Excellent (3)			
There are no quality problems.	There are no cost issues.	There are no delays.	Responses to inquiries, technical, service, and administrative issues are effective and responsive.
Satisfactory (2)			
Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is usually effective and responsive.
Marginal (1)			
Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Cost issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is somewhat effective and responsive.
Unsatisfactory (0)			
Nonconformances are compromising the achievement of contract requirements.	Cost issues are compromising performance of contract requirements.	Delays are compromising the achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is not effective and responsive.

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

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

Organization Information

Name: _____

Address: _____

Respondant Information

Name: _____

Email: _____

PDAA completion date: _____

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

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

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

Responses		
		1. Develop, implement, and maintain an ICT accessibility policy.
	0	My organization has no plan to have an ICT accessibility policy. **(If selected, skip to next section or provide comments at the end of this section)**
		1a. Having an ICT accessibility policy.
	1	My organization is developing an ICT accessibility policy.
	2	My organization is finalizing an ICT accessibility policy.
	3	My organization has approved an ICT accessibility policy.
		1b. Having appropriate plans in place to implement and maintain the policy.
	1	My organization is developing plans to implement our ICT accessibility policy and ensure that it is maintained.
	2	My organization has completed planning for initial implementation and maintenance of our accessibility policy.
	3	My organization has approved plans for accessibility policy implementation and maintenance.
		1c. Establishing metrics and tracking progress towards achieving compliance to the policy.
	1	My organization is identifying metrics that can be used to gauge policy compliance.
	2	My organization is collecting metrics and has begun designing progress reporting based on them.
	3	My organization is tracking progress on policy adoption and continues to refine the metrics.
		Section 1 Comments (Provide any comments or additional information on this section here.)
		2. Establish and maintain an organizational structure that enables and facilitates progress in ICT accessibility.
	0	My organization has no plan to develop a governance system to support ICT accessibility. **(If selected, skip to next section or provide comments at the end of this section)**
		2a. Developing an organization wide governance system.
	1	My organization is investigating opportunities to improve organization wide governance for ICT accessibility.
	2	My organization is finalizing plans that will result in an organization wide governance system.
	3	My organization has approved plans for an organization wide governance system.
		2b. Designating one or more individuals responsible for implementation.
	2	My organization has identified key individuals in the implementation process.
	3	My organization has assigned implementation duties and responsibilities to appropriate individuals.
		2c. Implementing reporting/decision mechanism and maintain records.
	1	My organization is developing tools and procedures for tracking ICT accessibility issues.
	2	My organization is tracking and keeping records of ICT accessibility reporting and decisions.
	3	My organization uses reports to make organizational changes to improve ICT accessibility.
		Section 2 Comments (Provide any comments or additional information on this section here.)
		3. Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.
		Manufacturers: Address processes that pertain to your development of ICT products.
		Service providers: Address processes that pertain to your development of ICT services.
		Integrators: Address processes that pertain to your ICT integration services and solutions.
		Catalog Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings.
	0	My organization has no plan to integrate accessibility criteria into key business processes. **(If selected, skip to next section or provide comments at the end of this section.)**
		3a. Identifying candidate processes for criteria integration.
	1	My organization has a plan to identify and evaluate its key business processes for accessibility gaps.
	2	My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.
	3	My organization has approved plans to integrate accessibility criteria into these processes.
		3b. Implementing process changes.
	1	My organization has begun modifying its key business processes to integrate accessibility criteria.
	2	My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.
	3	My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.
		3c. Integrate fully into all key processes.
	2	My organization has fully integrated accessibility criteria into all of its key business processes and is using these processes to improve the accessibility of its product / service offerings.
	3	My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.
		Section 3 Comments (Provide any comments or additional information on this section here.)
		4. Provide processes for addressing inaccessible ICT.
		Manufacturers: Address processes that pertain to your development of ICT products in 4a, 4b, 4c, and 4d.
		Service providers: Address processes that pertain to your development of ICT services in 4a, 4b, 4c, and 4d.
		Integrators: Address processes that pertain to your ICT integration services and solutions in 4a, 4b, 4c, and 4d.
		Catalogue Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings in 4e.

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

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

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

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

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

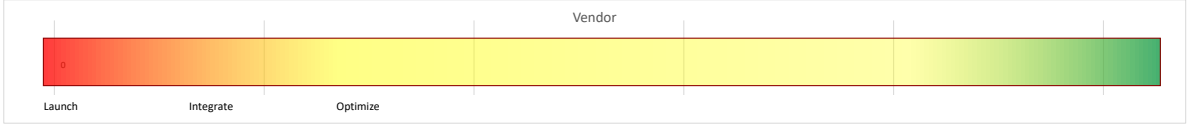
6. Make information regarding ICT accessibility policy, plans, and progress available to customers.

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

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

Results

Vendor	
Total Points	**0**
Percent Complete	**0%**



FAQs for Policy-Driven Adoption for Accessibility (PDAA)

For companies/vendors

1. What is PDAA?

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

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

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

Making an organization's information and communications technology (ICT) offerings accessible to people with disabilities requires commitment in many areas of that organization. PDAA data helps buying organizations understand a vendor's accessibility policy, progress and commitment to accessibility holistically.
A mature accessibility policy implementation signals that the vendor is fully aware of the implications of accessibility requirements and is prepared to resolve any issues in a timely manner with minimal friction. It also makes it more likely that the vendor understands that accessibility is more than meeting a set of technical guidelines or standards, and that usability will be a factor in how they go about meeting the technical requirements. Accessibility that is planned, designed, and built in from the beginning consistently results in a friendlier product for all users, including those with disabilities.

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

The requested information provides insight into vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings, which can increase the procuring organizations' confidence in the accuracy of vendor's accessibility documentation.
Current ICT accessibility reporting formats such as VPATs (Voluntary Product Assessment Templates) only apply to COTS products and services. In many cases, vendor VPATs lack credibility due to limited knowledge about their offerings' accessibility. Additionally, there is no standard reporting format for non-COTS offerings such as development services for websites, web applications, system software, etc.

4. How will this information be used?

The initial completed form will establish a baseline for where a vendor stands with regard to its ICT accessibility policy. The baseline illustrates the depth and maturity of the vendor's support for accessibility policy and practices as illustrated via the PDAA Maturity Model (Link on next line. If prompted for a password, select "cancel")
PDAA Maturity Model (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)
The questionnaire may also be included in future solicitations so that progress can be assessed. The vendor responses from the questionnaire may be considered as an element in vendor selection; however, this would be determined by the procuring organization.
Additionally, vendor companies can use the results as a roadmap for implementing their organization-wide ICT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible offerings.

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

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

6. What is the PDAA Maturity Model?

Based on the Capability Maturity Model (CMM) concept, the PDAA Maturity Model(Link on next line) provides buying organizations and vendors with a simple dashboard or matrix to track and demonstrate vendors' progress toward full system-wide support of accessibility.
PDAA Maturity Model (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)

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

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

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 Information	
Name:	Widgets Inc.
Address:	111 State Blvd. Anytown, TX 78701
Respondant Information	
Name:	Alex Smith
Email:	myemailaddress@company.com
PDAA completion date:	1/1/2015

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

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

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

Responses		
		1. Develop, implement, and maintain an ICT accessibility policy.
	0	My organization has no plan to have an ICT accessibility policy. **(If selected, skip to next section or provide comments at the end of this section)**
2		**1a. Having an ICT accessibility policy.**
	1	My organization is developing an ICT accessibility policy.
	2	My organization is finalizing an ICT accessibility policy.
	3	My organization has approved an ICT accessibility policy.
1		**1b. Having appropriate plans in place to implement and maintain the policy.**
	1	My organization is developing plans to implement our ICT accessibility policy and ensure that it is maintained.
	2	My organization has completed planning for initial implementation and maintenance of our accessibility policy.
	3	My organization has approved plans for accessibility policy implementation and maintenance.
1		**1c. Establishing metrics and tracking progress towards achieving compliance to the policy.**
	1	My organization is identifying metrics that can be used to gauge policy compliance.
	2	My organization is collecting metrics and has begun designing progress reporting based on them.
	3	My organization is tracking progress on policy adoption and continues to refine the metrics.
		Section 1 Comments (Provide any comments or additional information on this section here.)
		2. Establish and maintain an organizational structure that enables and facilitates progress in ICT accessibility.
	0	My organization has no plan to develop a governance system to support ICT accessibility. **(If selected, skip to next section or provide comments at the end of this section)**
1		**2a. Developing an organization wide governance system.**
	1	My organization is investigating opportunities to improve organization wide governance for ICT accessibility.
	2	My organization is finalizing plans that will result in an organization wide governance system.
	3	My organization has approved plans for an organization wide governance system.
2		**2b. Designating one or more individuals responsible for implementation.**
	2	My organization has identified key individuals in the implementation process.
	3	My organization has assigned implementation duties and responsibilities to appropriate individuals.
		2c. Implementing reporting/decision mechanism and maintain records.
1	**1**	My organization is developing tools and procedures for tracking ICT accessibility issues.
	2	My organization is tracking and keeping records of ICT accessibility reporting and decisions.
	3	My organization uses reports to make organizational changes to improve ICT accessibility.
		Section 2 Comments (Provide any comments or additional information on this section here.)
		3. Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.
		Manufacturers: Address processes that pertain to your development of ICT products.
		Service providers: Address processes that pertain to your development of ICT services.
		Integrators: Address processes that pertain to your ICT integration services and solutions.
		Catalog Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings.
	0	My organization has no plan to integrate accessibility criteria into key business processes. **(If selected, skip to next section or provide comments at the end of this section.)**
1		**3a. Identifying candidate processes for criteria integration.**
	1	My organization has a plan to identify and evaluate its key business processes for accessibility gaps.
	2	My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.
	3	My organization has approved plans to integrate accessibility criteria into these processes.
1		**3b. Implementing process changes.**
	1	My organization has begun modifying its key business processes to integrate accessibility criteria.
	2	My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.
	3	My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.
		3c. Integrate fully into all key processes.
	2	My organization has fully integrated accessibility criteria into all of its key business processes and is using these processes to improve the accessibility of its product / service offerings.
	3	My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.
		Section 3 Comments (Provide any comments or additional information on this section here.)
		4. Provide processes for addressing inaccessible ICT.
		Manufacturers: Address processes that pertain to your development of ICT products in 4a, 4b, 4c, and 4d.
		Service providers: Address processes that pertain to your development of ICT services in 4a, 4b, 4c, and 4d.
		Integrators: Address processes that pertain to your ICT integration services and solutions in 4a, 4b, 4c, and 4d.
		Catalogue Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings in 4e.

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

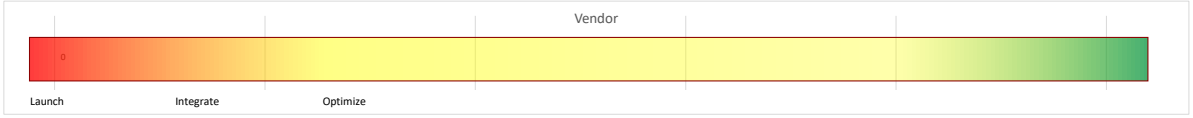
5. Ensure the availability of relevant ICT accessibility skills within (or to) the organization.

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

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

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

Results	
Vendor	
Total Points	18
Percent Complete	30%



Vendor Accessibility Development Services Information Request

1. Vendor Information

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

2. Instructions

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

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

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

3. Please respond to the questions below as applicable

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

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

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

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

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

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

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES

{{Successful Respondent}}

1 INTRODUCTION

1.1 Parties

This contract for Deliverables Based Information Technology Services (DBITS) (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and {{Successful Respondent}} a STATE ENTITY TYPE (hereinafter "Successful Respondent"), with its principal place of business at {{Successful Respondent Address}}.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-593, on {{RFOStartDate}}, for Deliverables Based Information Technology Services (DBITS) (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-593, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

A. For transactions under this Contract, the order of precedence shall be as follows:
   1. this Contract;
   2. **Appendix A, Standard Terms and Conditions**;
   3. **Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan**;
   4. **Appendix C, Pricing Index**;
   5. **Appendix D, Service Agreement template**;
   6. **Appendix E, Master Operating Lease Agreement**;
   7. **Appendix F, Master Lease Agreement**;
   8. **Exhibit 1, RFO** DIR-CPO-TMP-593, including all Addenda; and

9. **Exhibit 2, Successful Respondent's Response to RFO** DIR-CPO-TMP-593, including all Addenda.

B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

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

2 TERM OF CONTRACT

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

~~3 OPTION TO EXTEND~~

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

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-593 for Deliverables Based Information Technology Services (DBITS). At DIR's sole discretion, Successful Respondent

may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

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

5.2 Customer Discount

A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.

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

5.3 Changes to Prices

A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.

B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

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

6 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

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

A. A current price list or mechanism to obtain specific contract pricing;
B. MSRP/list price or DIR Customer price;
C. Discount percentage (%) off MSRP or List Price;
D. SOW Instructions and link to DBITS page (http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=41). Resulting Purchase Orders must reference DIR contract number;
E. Warranty policies; and
F. Return policies.

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

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

8.2 Designation of Order Fulfillers

A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.
C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

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

8.4 Order Fulfiller Pricing to Customer

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

9 NOTIFICATION

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

If sent to the State:

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

If sent to Successful Respondent:

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

10 SOFTWARE LICENSE, LEASE, AND SERVICE AGREEMENTS

10.1 Software License Agreement

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

B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

10.2 Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in **Appendix D** of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and DIR. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

10.3 Master Operating Lease Agreement

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

10.4 Master Lease Agreement

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

11 CONFLICTING OR ADDITIONAL TERMS

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

B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent

update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

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

(Remainder of this page intentionally left blank.)

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

{{Successful Respondent}}

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By: _____

Name: Hershel Becker

Title: Chief Procurement Officer

Date: _____

Office of General Counsel: _____

Date: _____



Department of Information Resources

{{ContractNumber}} Appendix A

Standard Contract Terms and Conditions

Cooperative Contracts

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

1 CONTRACT SCOPE

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

2 NO QUANTITY GUARANTEES

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

3 DEFINITIONS

3.1 Compliance Check

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

3.2 Contract

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

3.3 CPA

Refers to the Texas Comptroller of Public Accounts.

3.4 Customer

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

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

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

3.5 Business day

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

3.6 DIR

Refers to the Texas Department of Information Resources.

3.7 Effective Date

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

3.8 Invoice

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

3.9 Purchase Order

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

3.10 State

Refers to the State of Texas.

3.11 Statement of Work (SOW)

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

3.12 Subcontracting Plan

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

3.13 Successful Respondent

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

3.14 Third-Party Provider

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

4 GENERAL PROVISIONS

4.1 Entire Agreement

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

4.2 Modification of Contract Terms and/or Amendments

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

4.3 Invalid Term or Condition

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

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

4.4 Assignment

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

4.5 Survival

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

4.6 Choice of Law

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

4.7 Limitation of Authority

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

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

4.8 Proof of Financial Stability

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

4.9 Data Location

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

4.10 Independent Contractor

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

5 INTELLECTUAL PROPERTY MATTERS

5.1 Intellectual Property Matters Definitions

5.1.1 "Work Product"

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

(i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, configurations, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works),

(ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin,

(iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how,

(iv) domain names,

(v) any copies, and similar or derivative works to any of the foregoing,

(vi) all documentation and materials related to any of the foregoing,

(vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and

(viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:

a. by any Successful Respondent personnel or Customer personnel, or

b. any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.1.2 "Intellectual Property Rights"

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

i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how;

ii) any work of authorship, including any copyrights, moral rights or neighboring rights;

iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin;

iv) domain name registrations; and

v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

5.1.3 "Third Party IP"

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

5.1.4 "Successful Respondent IP"

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

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

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

5.2 Ownership

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

5.3 Further Actions

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

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

5.4 Waiver of Moral Rights

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

5.5 Confidentiality

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

5.6 Injunctive Relief

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

5.7 Return of Materials Pertaining to Work Product

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

5.8 Successful Respondent License to Use

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

5.9 Third-Party Underlying and Derivative Works

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

B. On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third Party IP that may be embodied or reflected in the Work Product.

5.10 Agreement with Third Party Providers

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

5.11 License to Customer

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

5.12 Successful Respondent Development Rights

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

6 TERMS AND CONDITIONS APPLICABLE TO STATE AGENCY PURCHASES ONLY

A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. Successful Respondent hereby represents, certifies, and warrants that it and its products and services comply with all relevant accessibility laws and standards.

i) Upon request, and prior to a DIR Customer purchase, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such competed ACRs already exist, and there have been no changes to the product/service since the time of the original document completion.

ii) If Successful Respondent claims that a proposed product or family of products is exempt from accessibility requirements, it must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.

iii) Upon request, and prior to a DIR customer purchase for IT development services, Successful Respondent must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Successful Respondent's capability or ability to produce accessible electronic and information resources.

iv) Additionally, Successful Respondent must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to

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

v) Upon request, and prior to a Customer purchase for COTS products, or IT development services, Successful Respondent must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.

vi) Also upon request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. Examples may include but are not limited to: executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

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

i) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

ii) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

iii) Successful Respondent agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Section.

7 CONTRACT FULFILLMENT AND PROMOTION

7.1 Service, Sales and Support of the Contract

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

7.2 Internet Access to Contract and Pricing Information

A. Successful Respondent Webpage

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

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

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

7.3 Accurate and Timely Contract Information

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

7.4 Webpage Compliance Checks

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

7.5 Webpage Changes

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

7.6 Use of Access Data Prohibited

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

7.7 Responsibility for Content

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

7.8 Services Warranty and Return Policies

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

7.9 DIR and Customer Logos

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

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

7.10 Successful Respondent Logo

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

7.11 Trade Show Participation

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

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

7.12 Orientation Meeting

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

7.13 Performance Review Meetings

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

7.14 DIR Cost Avoidance

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

8 PURCHASE ORDERS, INVOICES, AND PAYMENTS

8.1 Purchase Orders

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

8.2 Invoices

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

8.3 Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Successful Respondent. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.

8.4 Tax-Exempt

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

8.5 Travel Expense Reimbursement

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

9 CONTRACT ADMINISTRATION

9.1 Contract Managers

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

9.1.1 DIR Contract Manager

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

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

9.1.2 Successful Respondent Contract Manager

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

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

9.2 Reporting and Administrative Fees

9.2.1 Reporting Responsibility

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

9.2.2 Detailed Monthly Report

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

9.2.3 Historically Underutilized Businesses Subcontract Reports

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

9.2.4 DIR Administrative Fee

A. The DIR Administrative Fee shall be paid by Successful Respondent to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review monthly sales reports, close the sales period, and notify Successful Respondent of the amount of the DIR Administrative Fee no later than the fourteenth (14th) calendar day of the month following the date of the reported sale. Successful Respondent shall pay the amount of the DIR Administrative Fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Successful Respondent reports January sales no later than February 15th; DIR closes January sales and notifies Successful Respondent of the amount of the DIR Administrative Fee by March 14th; Successful Respondent submits payment of the DIR Administrative Fee for January sales by March 25th.

B. DIR may change the amount of the DIR Administrative Fee upon thirty (30) calendar days written notice to Successful Respondent without the need for an amendment to the Contract.

C. To preserve the DIR Administrative Fee in place at the time of the sale of product or service, the calculation of the DIR Administrative Fee is based on the Purchase Order date for each sale.

D. Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

9.2.5 Accurate and Timely Submission of Reports

A. Successful Respondent shall submit reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Free payments within three (3) business days upon written notification by DIR. Successful Respondent shall deliver any late reports or late DIR Administrative Fee payments within three (3) business days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate reports or DIR Administrative Fee payments or deliver late reports and DIR Administrative Fee payments within three (3) business days, Successful Respondent shall contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

B. Should Successful Respondent fail to correct inaccurate reports or cure the delay in timely and accurate delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right at DIR's expense to require an independent third-party audit of Successful Respondent's records as specified in Section 9.3 Records and Audit. DIR will select the auditor (and all payments to auditor will require DIR approval).

C. Failure to timely submit three (3) reports or DIR Administrative Fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Successful Respondent's Contract.

9.3 Records and Audit

A. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Successful Respondent and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

B. Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract, whichever is later. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

C. Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the Compliance Checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking, and/or copying such books and records.

D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff during the performance of Compliance Check. If Successful Respondent is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

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

9.4 Contract Administration Notification

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

B. Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

10 SUCCESSFUL RESPONDENT RESPONSIBILITIES

10.1 Indemnification

10.1.1 Indemnities by Successful Respondent

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

B. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED

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

10.1.2 Infringements

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

10.2 **Property Damage**

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

10.3 **Taxes/Worker's Compensation/Unemployment Insurance**

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

10.4 Successful Respondent Certifications

A. Successful Respondent represents and warrants that, in accordance with Section 2155.005, Texas Government Code, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Successful Respondent.

B. Successful Respondent hereby certifies, represents, and warrants, on behalf of Successful Respondent that:

i) it has not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

ii) it is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under Section 231.006, Texas Family Code, and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

iv) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;

v) under Section 2155.004, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

vi) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;

vii) Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.

viii) as of the Effective Date, it is not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website (https://comptroller.texas.gov/purchasing/publications/divestment.php);

ix) in the performance of the Contract, Successful Respondent shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Section 2155.4441, Texas Government Code;

x) all equipment and materials to be used in fulfilling the requirements of the Contract are of high-quality and consistent with or better than applicable industry standards, if any. All works and services performed pursuant to the Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

xi) to the extent Successful Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full;

xii) it is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

xiii) the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that Successful Respondent will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

xv) it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Successful Respondent acknowledges the applicability of Section 2155.444 and Section 2155.4441, Texas Government Code, in fulfilling the terms of the Contract;

xvi) Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Section 556.005 or Section 556.008, Texas Government Code;

xvii) in accordance with Section 2271.002, Texas Government Code, by signature hereon, Successful Respondent does not boycott Israel and will not boycott Israel during the term of the Contract;

xviii) in accordance with Section 2155.0061, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

xix) in accordance with Section 2252.152, Texas Government Code, it is not identified on a list prepared and maintained under Section 2270.0201 (previously 806.051) or Section 2252.153, Texas Government Code;

xx) if Successful Respondent is required to make a verification pursuant to Section 2276.002, Texas Government Code, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract;

xxi) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

xxii) under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive the Contract;

xxiii) if Successful Respondent is required to make a certification pursuant to Section 2275.0102, Texas Government Code, (A) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (B) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (C) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;

xxiv) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual ("Program Manual"). Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent's compliance with TX-RAMP; and

xxv) all information provided by Successful Respondent is current, accurate, and complete.

C. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations, and warranties and any changes thereto.

D. In addition, Successful Respondent understands and agrees that if Successful Respondent responds to certain Customer pricing requests, then, in order to contract with the Customer, Successful Respondent may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

10.5 Ability to Conduct Business in Texas

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

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

10.6 Equal Opportunity Compliance

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

10.7 Use of Subcontractors

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

10.8 Responsibility for Actions

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

10.9 Confidentiality

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

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

10.10 Security of Premises, Equipment, Data and Personnel

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

B. If a Purchase Order is subject to Section 2054.138, Texas Government Code, Successful Respondent shall meet the security controls required by such Purchase Order, and shall periodically provide to the Customer evidence that Successful Respondent meets such required security controls.

10.11 Background and/or Criminal History Investigation

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

10.12 Limitation of Liability

A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.

C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily

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

10.13 Overcharges

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

10.14 Prohibited Conduct

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

10.15 Required Insurance Coverage

A. As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.

B. All required insurance must be issued by companies that have an A rating and a minimum Financial Size Category Class of VII from AM Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as additional insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Successful Respondent thereunder. The minimum acceptable insurance provisions are as follows:

10.15.1 Commercial General Liability

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

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

10.15.2 Workers' Compensation Insurance

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

10.15.3 Business Automobile Liability Insurance

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

A. Waiver of subrogation;
B. Additional insured.

10.16 **Use of State Property**

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

10.17 **Immigration**

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

i) all persons 1) to whom the E-Verify system applies, and 2) who are hired by Successful Respondent during the term of the Contract to perform duties within Texas; and

ii) all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of the Contract and assigned by the subcontractor to perform work pursuant to the Contract.

C. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

10.18 Public Disclosure

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

10.19 Product and/or Services Substitutions

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

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

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

10.21 Deceptive Trade Practices; Unfair Business Practices

A. Successful Respondent represents and warrants that neither Successful Respondent nor any of its subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

B. Successful Respondent certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

10.22 Drug Free Workplace Policy

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

10.23 Public Information

A. Pursuant to Section 2252.907, Texas Government Code, Successful Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

B. Each State government entity should supplement the provision set forth in Section A, above, with the additional terms agreed upon by the parties regarding the specific format by which Successful Respondent is required to make the information accessible by the public.

C. Successful Respondent represents and warrants that it will comply with the requirements of Section 552.372(a), Texas Government Code, where applicable. Except as provided by Section 552.374(c), Texas Government Code, the requirements of Subsection J, Chapter 552, Texas Government Code, may apply to the Contract or certain Purchase Orders, and Successful Respondent agrees that the Contract or such Purchase Orders can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

10.24 Successful Respondent Reporting Requirements

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

10.25 Cybersecurity Training

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

11 CONTRACT ENFORCEMENT

11.1 Enforcement of Contract and Dispute Resolution

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

B. Disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with the above. DIR shall not be a party to any such dispute unless DIR, Customer, and Successful Respondent agree in writing.

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

11.2 Termination

11.2.1 Termination for Non-Appropriation

11.2.1.1 Termination for Non-Appropriation by Customer

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

11.2.1.2 Termination for Non-Appropriation by DIR

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

11.2.2 Absolute Right

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

11.2.3 Termination for Convenience

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

11.2.4 Termination for Cause

11.2.4.1 Contract

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

11.2.4.2 Purchase Order

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

11.2.5 Immediate Termination or Suspension

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

11.2.6 Customer Rights Under Termination

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

11.2.7 Successful Respondent Rights Under Termination

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

11.3 Force Majeure

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

12 NON-SOLICITATION OF STATE EMPLOYEES

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

13 WARRANTY

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

14 NOTIFICATION

14.1 Notices

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

14.2 Handling of Written Complaints

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

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

15 CAPTIONS

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

<END OF APPENDIX A>

DIR-CPO-xxxx APPENDIX D

SERVICE AGREEMENT

ENGAGEMENT CONTRACT ORDER FORM

Customer Name:

Customer Address:

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

1 SCOPE OF SUCCESSFUL RESPONDENT'S SERVICES

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

<Describe Services including Support after the completion of the project and schedule>

2 RATES AND PAYMENTS

2.1 Labor Rates (if applicable)

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

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

2.2 Travel, Meals, and Lodging Reimbursement

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

2.3 Payment Type

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

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

2.4 Purchase Order

The purchase order will reference DIR-CPO-xxxx.

2.5 Purchase Order Number

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

2.6 Invoicing

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

2.7 Customer Billing Accounts Payable Contact/Mail Invoices To:

Name:

Address:

Telephone:

Fax:

E-mail:

3 PROJECT INFORMATION

3.1 Customer Facility Location

Name:

Address:

3.2 <Successful Respondent> Contact Information

Name:

Address:

Telephone:

Fax:

E-mail:

3.3 Customer Project Manager/Contact Information

Name:

Address:

Telephone:

Fax:

E-mail:

3.4 Successful Respondent Contract Manager/Contact Information

Name:

Address:

Telephone:

Fax:

E-mail:

(Insert Customer Name:)

By: _____

Name (Print): _____

Title: _____

Effective Date: _____

<Successful Respondent>

By: _____

Name (Print): _____

Title: _____

Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-593
SOLICITATION NAME:	Deliverables Based Information Technology Services (DBITS)
ADDENDUM NUMBER:	3

Addendum Date: April 17, 2025

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

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

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

This Addendum modifies the solicitation for Deliverables Based Information Technology Services (DBITS), Solicitation No. DIR-CPO-TMP-593, released February 20, 2025.

In the submission of its response to this solicitation, Respondents shall submit this signed "page" of the Addendum, acknowledging receipt of the Addendum and upload with your response document set.

Respondent Acknowledgment of Receipt

_____
(Printed entity name)

_____
(Printed name of authorized representative)

_____
(Signature of authorized representative)

_____
(Date)

RFO Solicitation is hereby modified as follows:

1. The solicitation Deadline for submitting Response to RFO has been changed from April 29, 2025, at 02:00PM (CT) **to May 07, 2025, 02:00PM (CT)**

2. It contains the RFO second Pre-Solicitation Conference from April 9, 2025 Slides (Attachment A), Pre-Proposal Conference Attendee List (Attachment B), and the Pre-Proposal Conference Video link: https://youtu.be/1tVIq-C8oOc

3. The Solicitation Schedule has been modified as follows:

Date/Time	Activity
Monday February 18, 2025	Publish RFO on Electronic State Business Daily
Tuesday March 4, 2025, 2:00 PM (CT)	Optional Pre-Proposal Webinar Session 1
Wednesday April 9, 2025, 2:00 PM (CT)	Optional Pre-Proposal Webinar Session 2
Thursday March 27, 2025, 5:00 PM (CT)	Deadline for submitting questions
Tuesday May 7, 2025, 2:00 PM (CT)	**Deadline for DIR to receive Vendor references** **Deadline for submitting responses to RFO**
May 8, 2025 – until completed	Administrative Review, Evaluation of responses, oral presentations (if requested), negotiations, and contract execution

Deliverables Based Information Technology Services (DBITS)

Vendor Pre-Solicitation Conference

Tuesday, March 4, 2025

2:00 PM (CT)

Texas Department of Information Resources

Transforming How Texas Government Serves Texans

dir.texas.gov | @TexasDIR | #DIRisIT

Welcome & Zoom Webinar Notes

- **PLEASE HOLD ALL QUESTIONS FOR NOW**
- 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



DIR

Introduction of Speakers



Stephanie Harrison,
Director
Cooperative Procurements



Marie Cohan,
Statewide Digital Accessibility Officer



Theresa Williamson,
Director
CPO HUB Office



Vania Ramaekers,
Procurement Lead



Julia Klingemann
Procurement Lead



Brianna Ballenger
HUB Coordinator

DIR

Agenda

Request for Offer (RFO)

- RFO Overview
- RFO Forms Changes
- RFO Scope Changes
- Evaluation Criteria Changes
- Term of Contracts
- Addendum 2
- Upcoming Addendum 3
- Schedule
- HUB
- EIR - Accessibility

General Information

BidStamp Vendor Information System Portal (VIS)

***Mandatory Submissions**

Break

Questions

Conference Closing



RFO Overview

The objective of this Request for Offer (RFO) is to solicit Responses from potential Respondents to provide Deliverables Based Information Technology Services (DBITS) for the Cooperative Program (COOP) master contracts to Customers, acting by and through the Department of Information Resources (DIR). DIR is not soliciting these services for the Agency.

Re-Soliciting RFO-553

DIR may make multiple awards from this RFO



RFO Overview Cont'd: Historical Sales

DIR Cooperative Contract Program Sales:

	2022	2023	2024
Assistance Org	$3,500,000	$3,800,000	$9,800,000
Higher Ed	$446,800,000	$514,100,000	$500,800,000
K-12	$891,600,000	$872,800,000	$599,900,000
Local Government	$783,700,000	$949,800,000	$1,153,900,000
Out of State	$84,600,000	$80,900,000	$75,200,000
State Agency	$839,600,000	$968,700,000	$1,077,400,000
Total:	$3,050,600,000	$3,391,200,000	$3,417,100,000

RFO Overview Cont'd: Historical Sales Cont.

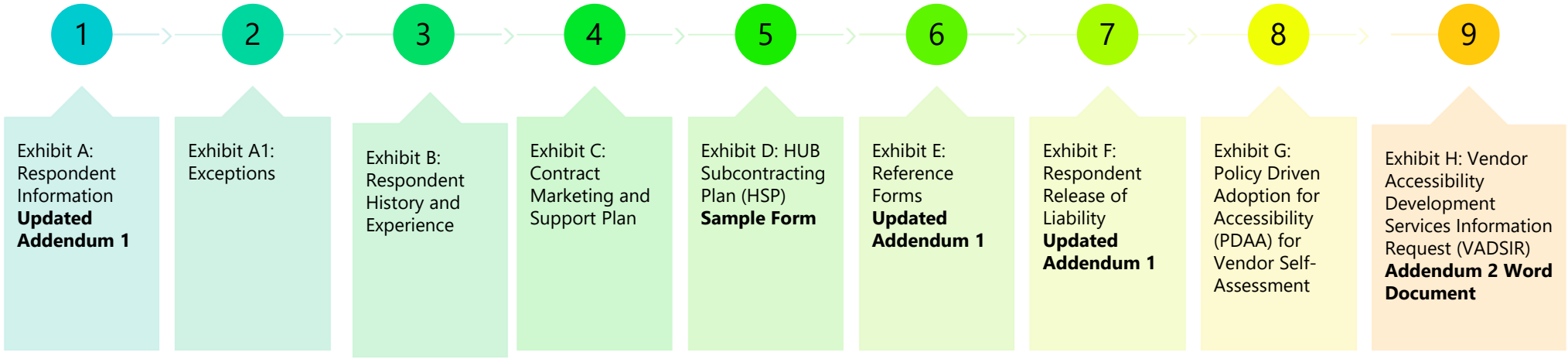
RFO 553 -Deliverables Based Information Technology Services (DBITS) - Sales Volume by category

DBITS Category	FY-2022	FY-2023	FY-2024	FY-TD 2025	Grand Total
Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP)	$11,474,719.27	$77,531,911.94	$64,484,976.47	$5,874,404.37	$159,366,012.05
Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing	$250,000.00	$5,822,079.45	$3,392,523.56	$0.00	$9,464,603.01
IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services	$1,333,536.97	$7,461,918.29	$15,205,410.16	$2,487,706.30	$26,488,571.72
Project and Program Management	$1,191,468.00	$10,438,304.59	$24,171,536.76	$4,911,197.74	$40,712,507.09
	$14,249,724.24	$101,254,214.27	$107,254,446.95	$13,273,308.41	$236,031,693.87

***Note: Fiscal year 2025 sales data is from Sep. 1, 2024, through January 2025**

RFO FORMS

DIR-CPO-TMP-593 The RFO Document



RFO Form Changes

Executive Order 48 – See Exhibit A per Addendum 1

All Respondents will be required to acknowledge compliance with the following:

Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

(a) Listed in Section 889 of the 2019 National Defense Authorization Act;

(b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or

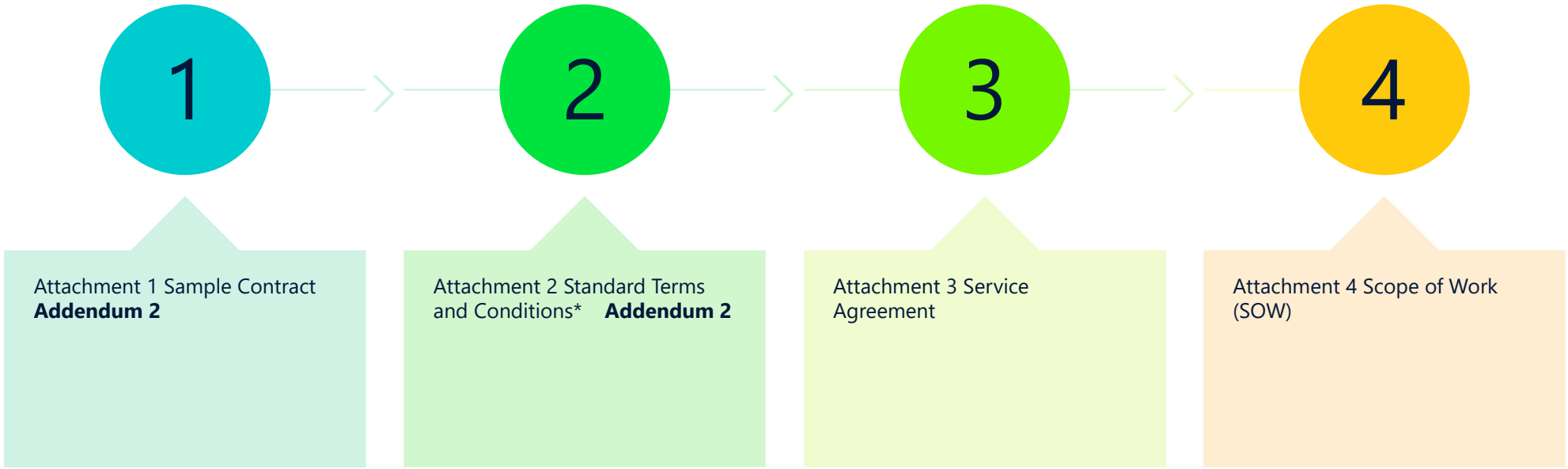
(c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or

(d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

Exhibit E and F – minor administrative corrections

DIR

DIR-CPO-TMP-593



RFO Form Changes

Sample Contract Template – See Attachment 1 Per Addendum 2

Moved sections to the Standard Terms and Conditions document .

Removed Sections that did not apply to DBITS solicitation.

DIR Standard Terms and Conditions - See Attachment 2 per Addendum 2

RFO SCOPE Changes

Scope

A. DIR intends to contract with Successful Respondent to provide Deliverables Based Information Technology Services (DBITS).

B. Within each Technology Category listed below, examples have been provided. The list of examples is not intended to be exclusive, but rather general indications of the types of services within a given Technology Category. Other services that may not be detailed or listed as examples, but which adhere to the definition for each Technology Category are also in scope.

C. Each of the categories implies the requirement for the skills to accomplish the outcome and deliver an acceptable product to the Customer.

2.2 Categories of Services

- Emerging Technologies including, but not limited to, Artificial Intelligence, Quantum Computing, the respondents' software for service delivery, etc. may be leveraged if approved by the requested agency provided the use of these technologies is properly documented in the final scope of work of deliverables and/or other related services. These technologies must follow applicable laws and regulations. Agencies may request information on technologies such as transparency, governance, and data management.

Scope – Categories



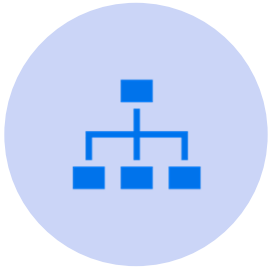
1) Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP)



2) Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing



3) IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services



4) Project and Program Management

RFO Changes Section 2

- **2.2.1.G This Category will require vendors to submit a VADSIR form Sample to demonstrate the company internal accessibility strategy for development.**
- **Replaced with:**
- **2.2.1 G This Category will require vendors to submit a VADSIR Accessibility form to demonstrate the company internal accessibility strategy for this category of services being proposed.**

- **2.4.B Exclusions / Out of Scope – Cloud Assessment Services is hereby deleted.**

RFO Changes Section 3

Section 3.6 Successful **Respondent Qualifications,** is hereby modified **to include**: 3.6.5 Respondent Company Minimum Qualifications:

3.6.5.1 Respondents that are proposing services under Section 2.2.1 **Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP)** the respondent **shall have an established business** and been providing these services **for a minimum of 5 years to qualify** for an award under this category.

3.6.5.2 Respondents that are proposing services under Sections 2.2.2 **Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing,** Section 2.2.3 **IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services,** and Section 2.2.4 **Project and Program Management;** the respondent **shall have an established business** and been providing these services **for a minimum of 3 years to qualify** for an award under these categories.

RFO Changes Section 3 Cont.

3.6.5.3 Vendors will provide as part of their response documentation a copy of the company "Articles of Incorporation", "Articles of Organization", or "Certificate of Formation" for the Limited Liability Companies.

NOTE: These 3 are examples of documentation that can be provided to show proof of a company establishment date. There are other types of company formation such as LP (limited partnership), Sole Proprietorship etc., and other series of LLC types. No matter what legal formation a company has it must have a document to show its establishment date and that is what is required.

Section 3.8.4 Response Files Table 4: is here by **revised** as follows:

Exhibit C: Contract Marketing and Customer Support Plan **(Remove the option for other Samples)**

(plus, required Attachments 1 and 2) clearly labeled and uploaded separately.

Company Articles of Incorporation, Articles of Formation or Certificate of Formation.

(Add new Required document)

Evaluation Criteria Changes

RFO Section 4 Evaluation - Changes

In addition to the current PASS or FAIL

- EXHIBIT A
- HUB Plan
- PDAA
- Financial Review – D&B
- Vendor Performance Score
- Company Establishment Number of Years **(NEW)**

- Section 4.2 Evaluation Criteria, Sub-Section 4.2.1 Pass/Fail Criteria is hereby revised to include:
- E. Compliance with Section 3.6.5, is required to move forward to the next phase of evaluations. **Failure to provide the required documentation will result in the disqualification of the response as noncompliant**.

Evaluation Criteria - Review

Pass/Fail Criteria

- Administrative Review
  - Exhibit A per Addendum 1 – Completed & **Signed**
  - Missing or blank PDAA self-assessment
  - Hub Subcontracting Plan Completed and Signed
  - Company Establishment Documents

- Financial Review
  - Respondent shall provide an accurate DUNS number online item 3 of **Exhibit A Respondent Information**
  - Respondent's financial stability as reported by Dun and Bradstreet

*__Note:__ Dun and Bradstreet corporate address needs to match the address on Exhibit A - Principal place of Business (Corporate Address)

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Evaluation Criteria

RFO Section 4.2.1 – Evaluation of Responses

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

RFO Section 4.2.2 – Weighted Evaluation Criteria

- Exhibit B-History and Experience – 60%
- Exhibit C-Contract Marketing and Customer Support Plan – 40%
  - **Exhibit C**: Part 1 Marketing Plan
  - **Exhibit C**: Part 2 Customer Support Plan

Evaluation Criteria Cont.

When evaluating Exhibit B and C DIR will only consider information **submitted with the response form**. Any information provided outside the Response (such as webpages, links or information included by reference) will not be considered. This also includes Marketing materials which are not allowed to be submitted as part of your response.

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.

The Contract

Term of The Contract –

- Section 2.9 Term of Contract

DIR anticipates that the initial term of the Contract will be up to two (2) years with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term") to be exercised by DIR at its discretion.

- Section 2.10 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.

Contract Sample Section 2.0 Term of Contract

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term" and together with the "Initial Term," the "Term"). Prior to expiration of the Initial Term and each Renewal Term (excluding the final Renewal Term), this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal. Additionally, DIR, in its sole discretion, may extend the final Renewal Term by up to ninety (90) days under the then-current terms and conditions upon thirty (30) days written notice to Successful Respondent.

Addendum 2

Addendum 2 Changes

- Replaced:
- Attachment 1 – Sample Contract Template
- Attachment 2 – DIR Standard Terms and Conditions (03-2025)
- Providing:
- Exhibit H – VADSIR form in word format.
- Answers to Questions from the March 4 Conference, BidStamp entries through and emails received by March 10, 2025. (Total of 204 questions)

*NOTE: DIR will not provide legal advice or interpretation of standard contract terms and conditions. If you have questions regarding contract terms and conditions, please confer with your legal counsel.

Addendum 2 Changes Cont.

- Top 5 Repeated Questions:

1. Receiving a copy of these slides and the conference recordings.
2. References total of 3 – NOT 3 per category
3. HUB Certified Vendors doing all the work still will be required to complete the HUB Form
4. Using the DIR Forms vs Creating your own
5. Is there page limits for completing Exhibit B and C
6. Signature type required

Upcoming Addendum 3

Addendum 3 – Remaining Questions & Answers

DIR Received Approximately 480 Questions through the BidStamp system.

However, a lot of these entered multiple questions in one entry, so it is hard to have an accurate count. This does not include the Questions sent via Email and received through phone calls.

It is the intent of DIR to always answer every questions to make sure there is no misunderstanding among the vendor community, however, to make sure Addendum 3 gets posted as soon as possible, ***DIR will not answer questions that have been addressed previously under Addendum 1 and Addendum 2.***

RFO Schedule

Solicitation Schedule

Date/Time	Activity
Wednesday February 20, 2025	Publish RFO on Electronic State Business Daily
Tuesday March 4, 2025, 2:00 PM (CT)	Optional Pre-Proposal Webinar Session 1
Wednesday April 9, 2025, 2:00 PM (CT)	Optional Pre-Proposal Webinar Session 2
Thursday March 27, 2025, 5:00 PM (CT)	Deadline for submitting questions
Tuesday April 29, 2025, 2:00 PM (CT)	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO
April 30, 2025 – until completed	Administrative Review, Evaluation of responses, oral presentations (if requested), negotiations, and contract execution

HUB Subcontracting Plan (HSP)

Theresa Williamson

HUB Director



Attachment 3 - HUB Subcontracting Plan

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

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

Attachment 3 – HUB Subcontracting Plan

Attachment 3 – HUB Subcontracting Plan

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

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

Attachment 3 – HUB Subcontracting Plan

The HUB Goal for this RFO is 26%

- **METHOD A (Attachment A)** - If you are subcontracting and you are meeting or exceeding the HUB Goal for this RFO, you will complete Method A.

- Include all VID numbers for each vendor, all estimated dollar amounts and percentages for each vendor.

Attachment 3 – HUB Subcontracting Plan

METHOD B (Attachment B) - If you are subcontracting, and are not going to meet the HUB Goal of 26% 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

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Attachment 3 – HUB Subcontracting Plan

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

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

HUB PLAN Support Tools

DIR YouTube Channel

Available resources on “How to complete your HUB Subcontracting Plan”

- **Method A**: https://www.youtube.com/watch?v=Ft3_RbuySwo
- **Method B**: https://www.youtube.com/watch?v=clIKa36PiNk
- **Self-Performing**: https://www.youtube.com/watch?v=DVux6zTZupg

HUB PLAN Support Tools

- **Common errors in completing the HSP**:
  - Completing the wrong Method (ex: completing Method A, when should be Method B)
  - Not entering your correct legal name
  - Section 2b and Section A-2 or B-4 percentages not matching; they MUST match for approval
  - **TBD** or **$0** or **0%** are not acceptable
  - Entering your Texas Franchise Tax # instead of the IRS issued EIN # or Texas VID #
  - If Self-performing, identify how you will self-perform utilizing current resources. Do not mention hiring more staff if necessary or the use of subcontractors
  - Not allowing the 7 business days for submission when completing Method B
  - **NOT TAKING ADVANTAGE OF THE COURTESY REVIEW OFFERED BY THE HUB OFFICE**

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HUB Subcontracting Plan

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

Theresa Williamson

HUB Director
Texas Department of Information Resources

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

Digital Accessibility Requirements and Forms

Marie Cohan

Statewide Digital Accessibility Officer



Digital Accessibility Background

Digital accessibility is the 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 **products, services, communications, and related supporting documentation or deliverable documents.**

Under Texas Government Code, Chapter 2054, Subchapter M, state agencies and institutions of higher education (IHEs) must procure technology products and services that comply with the accessibility standards defined in the Texas Administrative Codes 1 TAC 206 and 1 TAC 213, in the Worldwide Web Consortium (WC3) WCAG 2.1 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations.

Accordingly, all vendors must provide the required accessibility documentation at the time of request in an accessible format.

Note: "Digital Accessibility" includes "Electronic and Information Resources (EIR)" and Information and Communications Technology (ICT)"

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Digital Accessibility Documentation

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

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

Vendor Accessibility Development Services Information Request (VADSIR)

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

Instructions are included on the forms. Applicable forms must be completed and accurate providing as much detail as possible. DIR may request additional supporting information.

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Policy Driven Adoption for Accessibility (PDAA) Self-Assessment

Assesses the responding vendor's accessibility maturity and is not associated with the product or service offerings listed on the Respondent's pricing sheet.

- The PDAA is a NASCIO sponsored assessment demonstrating the responding vendor's accessibility maturity. The assessment provides insight into a vendor's ability to understand and provide accessible technology products and services.
- Results are mapped to the Policy Driven Adoption for Accessibility (PDAA) Maturity Model.
- All vendors responding to a technology solicitation are required to complete the assessment.
- Ensure **all** questions have a numerical score of 0, 1, 2, or 3 with a total score at the bottom before submitting to DIR. **A missing, incomplete, or zero score PDAA will fail.** Checkmarks and other symbols will not be accepted.

Note: Complete the assessment using the Excel spreadsheet in your packet, and do not convert to a PDF format.

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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.

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Sources: DIR Website PDAA Maturity Matrix & PDAA Self-assessment

Vendor Accessibility Development Services Information Request (VADSIR)

Vendors must complete this form (if response includes one or more of the offerings below) to demonstrates how digital accessibility practices are incorporated into their development lifecycle, and how they will ensure accessibility compliance.

- Web ddevelopment services using WCAG 2.1 AA standard
- Web and mobile application development sservices using WCAG 2.1 AA standard
- 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.)

Note: Document deliverables, e.g., support manuals, SMMs, templates, workpapers, reports, instructional documents, and other forms of supporting documentation must also be WCAG 2.1 AA compliant.

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VADSIR Questions

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

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Digital Accessibility Training for Vendors

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

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

Digital Accessibility Training for Vendors (cont.)

To sign up for training:

1. Navigate to https://learn.levelaccess.com/ and select **Sign Up**.
2. Input your email and select **Continue**.
3. Fill in the rest of the fields and use the access code **la2025stxv02** to complete the form.
4. Select **Continue** and the account is created

Need help or have questions? Email statewideaccessibility@dir.texas.gov and **copy the procurement lead**.

Digital Accessibility Information & Resources

- **EIR Accessibility Procurement and Vendor Information**
- **VADSIR template**
- **PDAA template**

Thank you!

Marie Cohan
Statewide Digital Accessibility Officer
Customer Experience Office

statewideaccessibility@dir.texas.gov



General Information

General Information

- QUESTIONS – For this solicitation timeline has closed
- **Questions asked during this Webinar will be part of Addendum 3**
- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Check the ESBD often for updates
- **After Today questions period for this RFO are closed.**

General Information (cont'd)

Disqualification of Offers

- Failure to sign Respondent Information Form (Exhibit A)
- Failure to complete Financial Information (DUNS Number)
- Failure to complete a Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
- Failure to Complete and submit Exhibit H, Policy Driven Adoption for Accessibility (PDAA) or submit a form with a Zero score or blank.
- Failure to submit on or before due date and time
- Failure to Provide Company Establishment documentation and meet the required years in business.
- **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.**

The 4-way match is Better? A 3-way Match is Critical?

- Exhibit A Response Document
- Secretary of State (SOS) Registration
- Duns and Bradstreet Record
- BidStamp / Sales Force Account

What Information Must Match

01

Company Legal Name

- Including dba that is legally registered
- Including punctuation

02

Company Corporate Address

03

Company FEIN Number

04

Company DUNS Number

Uploading and Naming Convention for Response Documents

RFO Reference	Form of Response
Exhibit A: Respondent Information Form – MUST BE SIGNED	"XXX_593_Exhibit A.docx" (.docx or .pdf)
Exhibit A1: Exceptions - Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions	"XXX_593_Exception A1.docx"
Exhibit B: Respondent History and Experience	"XXX_593_Exhibit B.docx" (.docx or .pdf)
Exhibit C: Contract Marketing and Customer Support Plan	"XXX_593_Exhibit C.docx" (.docx or .pdf)
Exhibit D: HUB Subcontract Plan (HSP) - MUST BE COMPLETED and SIGNED (latest download from CPA web site)	"XXX_593_HSP.pdf"
Exhibit F: Respondent Release of Liability	"XXX_593_Exhibit F.docx" (.docx or .pdf)
Exhibit G: PDAA form (Excell Format)	"XXX_593_PDAA.xlsx"
Exhibit H: VADSIR (if applicable)	"XXX_593_VADSIR.docx"
Signed Addenda to the RFO	"XXX_593_Addenda" (.docx or .pdf)
Company Establishment Documents	"XXX_593_Articles of Formation" (.docx or .pdf)
NOTE: When submitting documents in PDF format Respondent must make sure the complete files are searchable.	

DIR

Available Tools to Help with responding documents and BidStamp process

https://youtu.be/BJ5eesF08S0 Oct 11, 2024, Responding to the COOP Solicitations (Session 1)

https://youtu.be/pXs_7YI6YS8 Oct 11, 2024, Responding to the COOP Solicitations / BIDSTAMP (Session 2)

General Information (cont'd)

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



General Information (cont'd)

Contacts for inquiries regarding this RFO:

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

Or

Julia Klingemann CTCD, CTCM – Julia.klingemann@dir.texas.gov

Contacts for the following related topics:

Vendor Information Systems (VIS) Portal - BidStamp:

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

HUB Subcontracting Plan:

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

Vendor Information Systems (VIS) Portal - BidStamp

https://youtu.be/pXs_7YI6YS8
Oct 11, 2024, Responding to the COOP Solicitations / BIDSTAMP (Session 2)



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.

NOTE: when setting up your BidStamp account use your "SOS" Legal Company Name as it is registered

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.



Mandatory Submissions

Response Content

RFO Section 3.8.4– Response Files

RESPONDENT MUST PROVIDE THE ITEMS LISTED BELOW.

- Exhibit A Per Addendum 1 – Respondent Information **(SIGNED)**
- Exhibit A – **Canceled Contracts** – Attachment 1 (if applicable)
- Exhibit A1 –Any Exceptions Requested or Affirmative Statement the Respondent takes no Exceptions
- Exhibit B – Respondent History and Experience
- Exhibit C – Contract Marketing and Customer Support Plan
- Exhibit D – Historically, Underutilized Business (HUB) Subcontracting Plan (HSP) *Use correct form which is to be downloaded from CPA web site.
- Exhibit E – Reference Form - Vendor References should be submitted by customers through the **RFO email provided**
- Exhibit F - Respondent Release of Liability for Reference
- Exhibit G - Vendor Accessibility Policy Assessment (PDAA)
- Exhibit H – Vendor Accessibility Development Services Information Request (VADSIR) (if applicable)
- Company Establishment Formation Document
- Signed Addenda to RFO (last page with Signature only is required)

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.

Today is the last opportunity to ask questions.

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-593 on the ESBD: http://esbd.cpa.state.tx.us/

- It is the responsibility of Vendors to monitor the EBSD web site for addenda.

Solicitation Schedule

Date/Time	Activity
Wednesday February 20, 2025	Publish RFO on Electronic State Business Daily
Tuesday March 4, 2025, 2:00 PM (CT)	Optional Pre-Proposal Webinar Session 1
Wednesday April 9, 2025, 2:00 PM (CT)	Optional Pre-Proposal Webinar Session 2
Thursday March 27, 2025, 5:00 PM (CT)	Deadline for submitting questions
Tuesday April 29, 2025, 2:00 PM (CT)	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO
April 30, 2025 – until completed	Administrative Review, Evaluation of responses, oral presentations (if requested), negotiations, and contract execution

*This slide deck will be part of Addendum 1 to be posted shortly after this meeting.

Conference Closing

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

Vania Ramaekers

Email: Vania Ramaekers@dir.texas.gov

NOTE: the Question period have ended, and any questions answered via email are not official.

Thank You

DIR CPO Team

Texas Department of Information Resources

Transforming How
Texas Government
Serves Texans

dir.texas.gov | @TexasDIR | #DIRisIT

Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-593
SOLICITATION NAME:	Deliverables Based Information Technology Services (DBITS)
ADDENDUM NUMBER:	1

Addendum Date: March 7, 2025

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

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

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

This Addendum modifies the solicitation for Deliverables Based Information Technology Services (DBITS), Solicitation No. DIR-CPO-TMP-593, released February 20, 2025. It informs interested parties that:

1. RFO Document is hereby modified as follows:
    a. Section 2.2.1.G is hereby deleted in its entirety and replaced with the following: **This Category will require vendors to submit a VADSIR Accessibility form to demonstrate the company internal accessibility strategy for this category of services being proposed.**

    b. Section 2.4.B Exclusions / Out of Scope – Cloud Assessment Services is hereby deleted.

    c. Section 3.6 Successful **Respondent Qualifications,** is hereby modified to include: 3.6.5 Respondent Company Minimum Qualifications:

    3.6.5.1 Respondents that are proposing services under Section 2.2.1 **Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP)** the respondent shall have an established business and been providing these services for a minimum of 5 years to qualify for an award under this category.

3.6.5.2 Respondents that are proposing services under Sections 2.2.2 **Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing,** Section 2.2.3 **IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services,** and Section 2.2.4 **Project and Program Management;** the respondent shall have an established business and been providing these services for a minimum of 3 years to qualify for an award under these categories.

3.6.5.3 Vendors will provide as part of their response documentation a copy of the company "Articles of Incorporation", "Articles of Organization", or "Certificate of Formation" for the Limited Liability Companies.

d. Section 3.8.4 Response Files Table 4: is here by revised as follows:

RFO Reference	Form of Response
Exhibit A: Respondent Information Form – **MUST BE SIGNED**	"XXX_593_Exhibit A.docx" (pdf)
Exhibit A1: Exceptions - Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions	"XXX_593_Exception A1.docx"
Exhibit B: Respondent History and Experience	"XXX_593_Exhibit B.docx" (.docx or .pdf)
Exhibit C: Contract Marketing and Customer Support Plan **(plus, required Attachments 1 and 2) clearly labeled and uploaded separately.**	"XXX_593_Exhibit C.docx" (.docx or .pdf)
Exhibit F: Respondent Release of Liability	"XXX_593_Exhibit F.docx" (.docx or .pdf)
Exhibit G: PDAA form (Excell Format)	"XXX_593_PDAA.xlsx"
Exhibit H: VADSIR	"XXX_593_VADSIR.docx"
HUB Subcontract Plan (HSP) - MUST BE COMPLETED and SIGNED	"XXX_593_HSP.pdf"
Signed Addenda to the RFO	**"**XXX_593_Addenda" (pdf)
Company Articles of Incorporation, Articles of Formation or Certificate of Formation.	"XXX_593_Articles of Inc. pdf" or XXX_593_Articles of Formation.pdf" XXX_593_Certificate of Formation.pdf
NOTE: When submitting documents in PDF format Respondent must make sure the complete files are searchable.	

e. Section 4.2 Evaluation Criteria, Sub-Section 4.2.1 Pass/Fail Criteria is hereby revised to include:

E. Compliance with Section 3.6.5, is required to move forward to the next phase of evaluations. **Failure to provide the required documentation will result in the disqualification of the response as noncompliant**.

2. The following Documents have been revised and are hereby replaced:
   a. Exhibit A – Respondent Information
   b. Exhibit E - Reference Form
   c. Exhibit F – Respondent Release of Liability

3. It contains the RFO Pre-Solicitation Conference Slides (Attachment A), Pre-Proposal Conference Attendee List (Attachment B), and the Pre-Proposal Conference Video link: https://youtu.be/1tVIq-C8oOc

4. Provide Question and Answer Document from the October 2024 Marketing Events (Attachment C)

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 Addendum 1

_____
(printed entity name)

_____
(printed name of authorized representative)

_____
(signature of authorized representative)

_____
(date)

Exhibit A

RFO DIR-CPO-TMP-593

Deliverables Based Information Technology Services (DBITS)

Respondent Information

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

Please ensure the Legal Entity Name and Address exactly match the name and address associated with the DUNS Number provided or contact Dun and Bradstreet with corrections prior to responding to this RFO.

1) A) Legal Entity Name: _____

   B) Company "friendly" Name (DBA): _____

   C) Parent Company Name (if applicable)_____

2) DUNS Number: _____

   Legal Entity Address_____ City:_____

   State:_____Zip Code:_____

3) Federal Employer Identification Number (FEIN) _____

4) Comptroller of Public Accounts Respondent Identification Number (Franchise Tax Registration): _____

5) Principal place of business (Corporate Address)

   Address_____

   City:_____

   State:_____

   Zip Code:_____

6) 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 respond timely due to outdated contact information.

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

Name: _____

Address _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

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

Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

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

Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

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

☐Yes ☐No

11) Year of incorporation: _____

12) Exceptions

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

A. DIR expects each Respondent to comply with the requirements of this RFO as written. Respondents are encouraged to not request exceptions or optional term formats to standard contract terms and conditions.

B. However, if Respondent cannot comply with a provision, term, or condition specified in the RFO, Respondent may request exceptions through the RFO Exhibit A1 Exceptions Table, pursuant to the format and instructions outlined in this section. Failure to abide by those instructions may result in DIR rejecting all exceptions submitted by the Respondent.

C. **Caution:** DIR reserves the right to exclude a Respondent based upon the quality and substance of any exception(s). Respondent's Response may be disqualified if exceptions are excessive, if exceptions are to non-negotiable terms, or if exceptions are submitted in an invalid format. Material deviations (including excessive, additional, inconsistent, conflicting, or alternative terms) may render the Response non-responsive and may result in rejection of the bid. Exceptions submitted without a legally sustainable reason will not be considered.

D. If Respondent **fails to note any exception, Respondent will not be allowed to request an exception later in the procurement process**. No new exceptions will be considered after negotiations or Contract award.

E. DIR, in its sole discretion, may or may not accept Respondent's requested exceptions.

F. If there are no exceptions, Respondent shall explicitly state in the Exhibit A1 Exceptions Table that the Respondent takes no exception to any part of the RFO and submit this form as part of your response.

G. This section contains the format for Respondents to complete Exhibit A1, note any exception to any standard provision, term, or condition specified in the RFO. **Respondents should note that DIR expects each Respondent to comply with the requirements of this RFO as written.** An explanation as to why the Respondent **cannot** comply with the provision, term, or condition **and** why the proposed alternative language **must** be included in the Response. Examples of non-responsive explanations include:

1. Referring to 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.

H. Exhibit A1- Exceptions **must include**:

1. RFO document title, section number, and section title;
2. Explanation as to why Respondent cannot comply with the term or condition; and
3. Proposed alternate language (redline).

I. Refer to Exhibit A1 for these instructions, 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.

J. **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.

13) 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.

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.

14) 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.

Respondents must maintain evidence of financially stable company with a Duns and Bradstreet SER Score of 8 or less before a contract can be awarded.

15) Statement of Compliance

A. Checklist for the RFO

1. The following checklist is provided for the convenience of Respondents in their Response preparation process. It is not intended to represent an exhaustive list of the mandatory requirements for this RFO. Respondents must ensure that all mandatory requirements for this RFO are met, even if they are not included in this checklist.
2. A completed checklist shall not be binding on DIR's administrative review for compliance with the mandatory Response contents specified in this RFO. As step one of the evaluation process, DIR will review all Responses to ensure compliance with the mandatory Response contents 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 Schedule of Events of this RFO. No late Responses will be reviewed.

RESPONSE CHECK LIST	
Item	**Check**
Responses must be submitted through BidStamp VIS Portal	☐
Mandatory Response Contents	
Exhibit A: Respondent Information Form (this document) – **MUST BE SIGNED**	☐
Exhibit A1: Exceptions - Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions	☐
Exhibit B: Respondent History and Experience	☐
Exhibit C: Contract Marketing and Support Plan	☐
Exhibit D: HUB Subcontracting Plan (HSP) (be sure to download the latest form from the Texas Comptroller's website)	☐
Exhibit F: Respondent Release of Liability	☐
Exhibit G: Policy Driven Adoption for Accessibility (PDAA) Form	☐
Exhibit H: Vendor Accessibility Development Services Information Request (VADSIR)	☐
HUB Subcontracting Plan (HSP) – MUST BE COMPLETED and SIGNED	☐
Signed Addenda to the RFO	☐
Company Articles of Incorporation or Formation	☐

B. **Certification Statement**

The undersigned hereby certifies on behalf of *insert company's legal name here* that **RFO-DIR-CPO-TMP-593** has been read and understood. In submitting its Response *insert company's legal name here* represents to DIR the following:

1. Respondent is capable of providing the products and services as described in the RFO;
2. Respondent is offering true and correct pricing and discounts for the products and services;
3. Respondent agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
4. as of the date of signature below, Respondent is not listed in the prohibited Respondents list authorized by Executive Order #13224, "Blocking Property and

Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control;

5. Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration;
6. Respondent certifies, under Texas Government Code, Sections 2155.004 and 2155.006, that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate;
7. Respondent certifies that, to the extent applicable to this scope of this RFO, Respondent is in compliance with Health and Safety Code, Chapter 361, Subchapter Y, related to the Computer Equipment Recycling Program, and the 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, 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. Under Section 231.006, Family Code, the Respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

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; Respondent certifies that upon notification of contract award, the names and social security numbers of each person with at least 25% ownership of the business entity shall be provided.

12. Respondent agrees to comply with Texas Government Code, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas;

13. 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:_____

14. 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;

15. 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;

16. Respondent certifies that if a Texas address is shown as the Principal Place of Business in **Exhibit A, Respondent Information Form**, Respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part I, Chapter 20;

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

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

18. Respondent certifies that there:

    ☐ have been canceled contracts in the past five (5) years. If "have" is checked, Respondent must complete and submit Exhibit A, Attachment 1

    ☐ have not been canceled contracts in the past five (5) years.

    If "have not" is checked, Respondent shall include a statement certifying that they have had no canceled contracts in the past five (5) years.

    Statement: _____

    _____

19. 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.

20. Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

    (a) Listed in Section 889 of the 2019 National Defense Authorization Act;
    (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or
    (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or
    (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

_____

Signature of Officer or Agent empowered to contractually bind the Respondent **(REQUIRED)**

_____

Title

_____

Date

<END OF EXHIBIT A>

Exhibit A

1 ATTACHMENT 1

List of Respondent's Cancelled Contracts

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

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

RESPONDENT NAME: _____

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

Department of Information Resources

Request for Offer

DIR-CPO-TMP-593

Deliverables Based Information Technology Services (DBITS)

Exhibit E Vendor References

VENDOR REFERENCE
Deliverables Based Information Technology Services (DBITS)
Request for Offer DIR-CPO-TMP-593
REFERENCE DEADLINE TO DIR: No later than April 29, 2025, 2:00 PM

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill out and return directly to DIR at the following email address: rfodir-cpo-tmp-593@dir.texas.gov

This portion is to be completed by the Vendor requesting reference information

_____

Vendor Name_____
Insert Type of* Product/Services Category *(e.g., Software) _____
Prime Contractor _____
Subcontractor(s) _____
Dates of Performance: Starting Date _____ **Ending Date** _____
Total Est. Contract Dollar Amount $_____

_____

This portion to be completed by the Customer providing reference and returned to DIR at rfodir-cpo-tmp-593@dir.texas.gov

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

Please provide your opinion by rating the following:

Quality of Solicitation Services

1. Have you purchased any Services from this Vendor in the past five (5) years?	☐Yes	☐No			
2. Vendor's ability to provide the products or services in a timely manner?	☐0	☐1	☐2	☐3	☐N/A
3. Vendor's knowledge of and ability to answer questions about the products?	☐0	☐1	☐2	☐3	☐N/A
4. Vendor's ability to resolve problems?	☐0	☐1	☐2	☐3	☐N/A

Cost

5. Timely, current, accurate & complete invoices.	☐0	☐1	☐2	☐3	☐N/A

Timeliness of Performance

6. Adherence to delivery schedule (major tasks, milestones)	☐0	☐1	☐2	☐3	☐N/A

Business Relations & Customer Satisfaction

7. Effectively communicated with customer management & staff.	☐0	☐1	☐2	☐3	☐N/A
8. Vendor personnel (professional, cooperative & flexible).	☐0	☐1	☐2	☐3	☐N/A
9. Vendor's attitude toward customer service	☐0	☐1	☐2	☐3	☐N/A
10. Overall Satisfaction with Vendor	☐0	☐1	☐2	☐3	☐N/A

11. Can you describe the Post Project Completion Support Services Received from this Vendor?

_____

_____

Comments: (Please use additional page if necessary)

_____

_____

In your opinion, should this Vendor be used again for Services? ☐Yes ☐No

In your opinion, should this Vendor be recommended to others? ☐Yes ☐No

Rater's Name:_____ Date:_____

Organization:_____

Title:_____

Phone Number:_____ Fax Number:_____ Email address:_____

Vendor Reference Evaluation
Scoring

Excellent (3)			
There are no quality problems.	There are no cost issues.	There are no delays.	Responses to inquiries, technical, service, and administrative issues are effective and responsive.
Satisfactory (2)			
Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is usually effective and responsive.
Marginal (1)			
Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Cost issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is somewhat effective and responsive.
Unsatisfactory (0)			
Nonconformances are compromising the achievement of contract requirements.	Cost issues are compromising performance of contract requirements.	Delays are compromising the achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is not effective and responsive.

Exhibit F
RESPONDENT RELEASE OF LIABILITY
DIR-CPO-TMP-593
Deliverables Based Information Technology Services (DBITS)

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

To company providing the reference:

Enter name of company providing the reference here

You are hereby requested to provide a business reference for:

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

to the: Texas Department of Information Resources Solicitation Evaluation Team

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

Signed the _____ day of _____, 20____.

_____
(Respondent Signature)

_____
(Respondent Printed Name)

_____
(Respondent Title)

Signed the _____ day of _____, 20____.

Deliverables Based Information Technology Services (DBITS)

Vendor Pre-Solicitation Conference

Tuesday, March 4, 2025

2:00 PM (CT)

Texas Department of Information Resources

Transforming How Texas Government Serves Texans

dir.texas.gov | @TexasDIR | #DIRisIT

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



DIR

Introduction of Speakers



Stephanie Harrison,
Director
Cooperative Procurements



Marie Cohan,
Statewide Digital Accessibility Officer



Theresa Williamson,
Director
CPO HUB Office



Vania Ramaekers,
Procurement Lead



Julia Klingemann
Procurement Lead



Brianna Ballenger
HUB Coordinator

DIR

Agenda

Request for Offer (RFO)

- RFO Overview
- RFO Contents
- RFO Scope
- Evaluation Criteria
- Addendum – Legislative and Executive Order 48
- Term of Contracts
- Schedule
- HUB
- EIR - Accessibility

General Information

BidStamp Vendor Information System Portal (VIS) Overview

***Mandatory Submissions**

Break

Questions

Conference Closing



RFO Overview

The objective of this Request for Offer (RFO) is to solicit Responses from potential Respondents to provide Deliverables Based Information Technology Services (DBITS) for the Cooperative Program (COOP) master contracts to Customers, acting by and through the Department of Information Resources (DIR). DIR is not soliciting these services for the Agency.

Re-Soliciting RFO-553

DIR may make multiple awards from this RFO



RFO Overview Cont'd: Historical Sales

DIR Cooperative Contract Program Sales:

	2022	2023	2024
Assistance Org	$3,500,000	$3,800,000	$9,800,000
Higher Ed	$446,800,000	$514,100,000	$500,800,000
K-12	$891,600,000	$872,800,000	$599,900,000
Local Government	$783,700,000	$949,800,000	$1,153,900,000
Out of State	$84,600,000	$80,900,000	$75,200,000
State Agency	$839,600,000	$968,700,000	$1,077,400
Total:	$3,050,600,000	$3,391,200,000	$3,417,100,000

RFO Overview Cont'd: Historical Sales Cont.

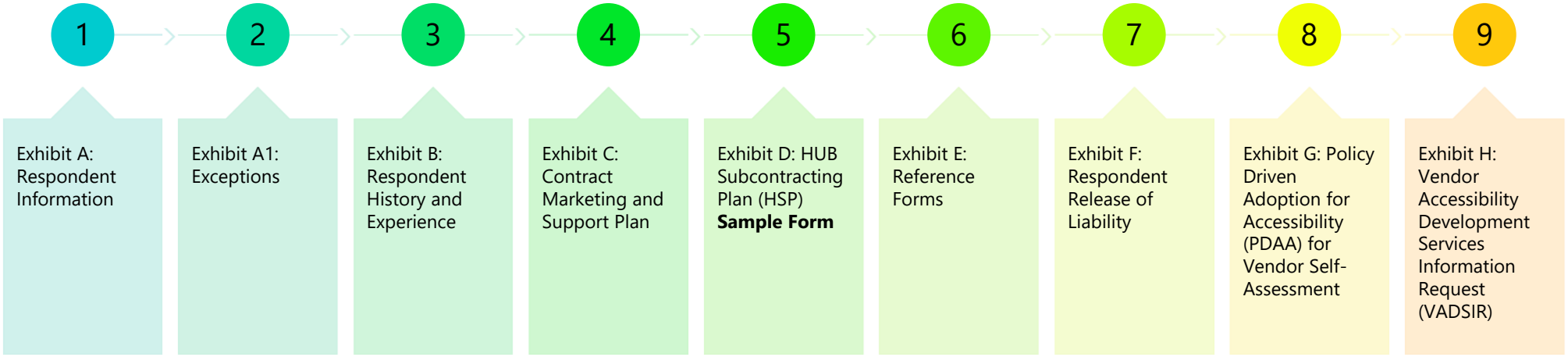
RFO 553 -Deliverables Based Information Technology Services (DBITS) - Sales Volume by category

DBITS Category	FY-2022	FY-2023	FY-2024	FY-TD 2025	Grand Total
Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP)	$11,474,719.27	$77,531,911.94	$64,484,976.47	$5,874,404.37	$159,366,012.05
Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing	$250,000.00	$5,822,079.45	$3,392,523.56	$0.00	$9,464,603.01
IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services	$1,333,536.97	$7,461,918.29	$15,205,410.16	$2,487,706.30	$26,488,571.72
Project and Program Management	$1,191,468.00	$10,438,304.59	$24,171,536.76	$4,911,197.74	$40,712,507.09
	$14,249,724.24	$101,254,214.27	$107,254,446.95	$13,273,308.41	$236,031,693.87

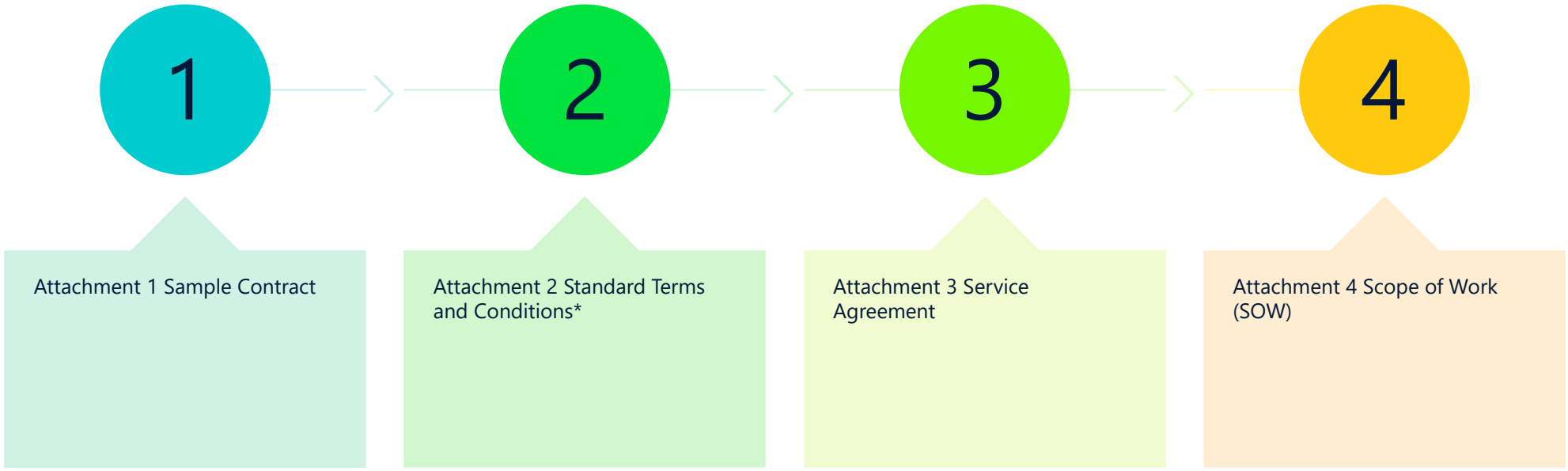
***Note: Fiscal year 2025 sales data is from Sep. 1, 2024, through January 2025**

RFO Contents

DIR-CPO-TMP-593 The RFO Document



DIR-CPO-TMP-593



Exhibits A, A1 & B

Exhibit A, Respondent Information

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

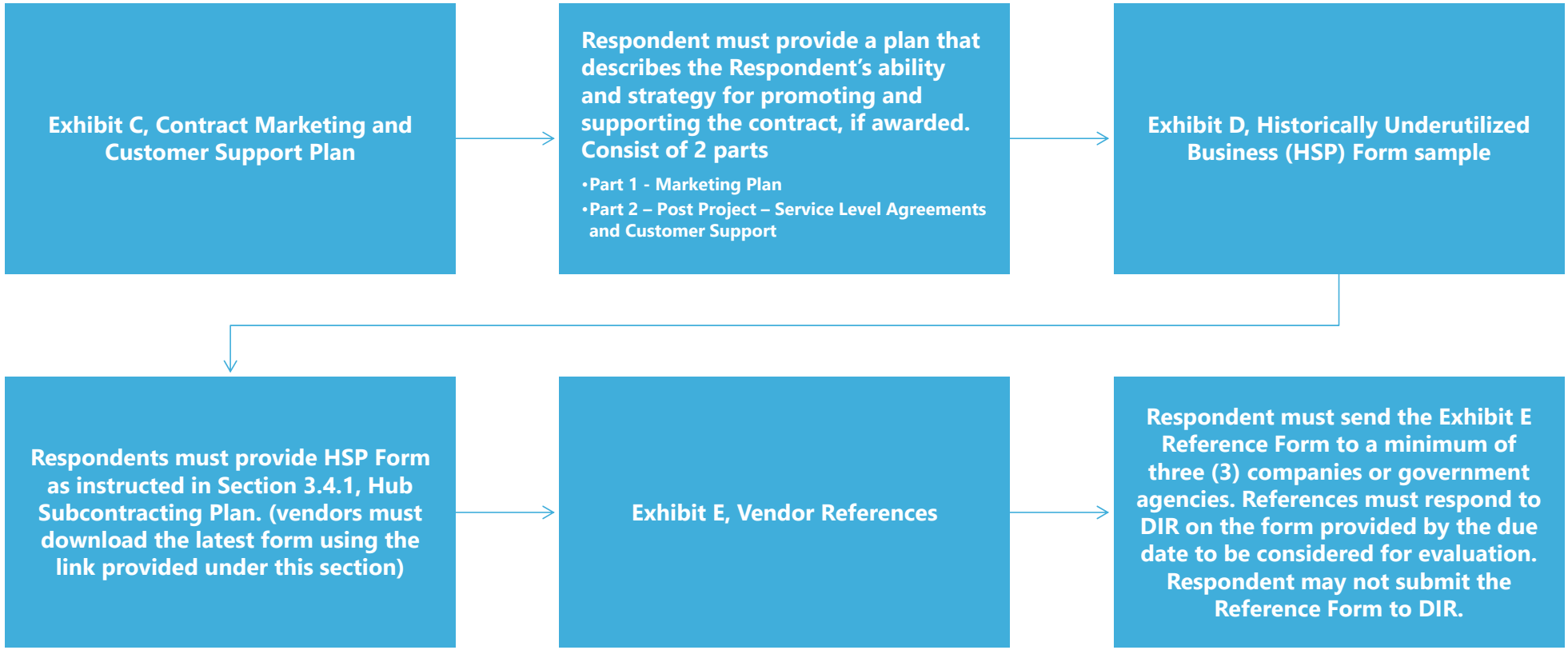
Exhibit A1: Exceptions

Under Exhibit A Item 11 – Respondent will indicate weather or not it has any exceptions **if yes, the respondent will fill out this form as instructed in Exhibit A** (items 11a through 11g)

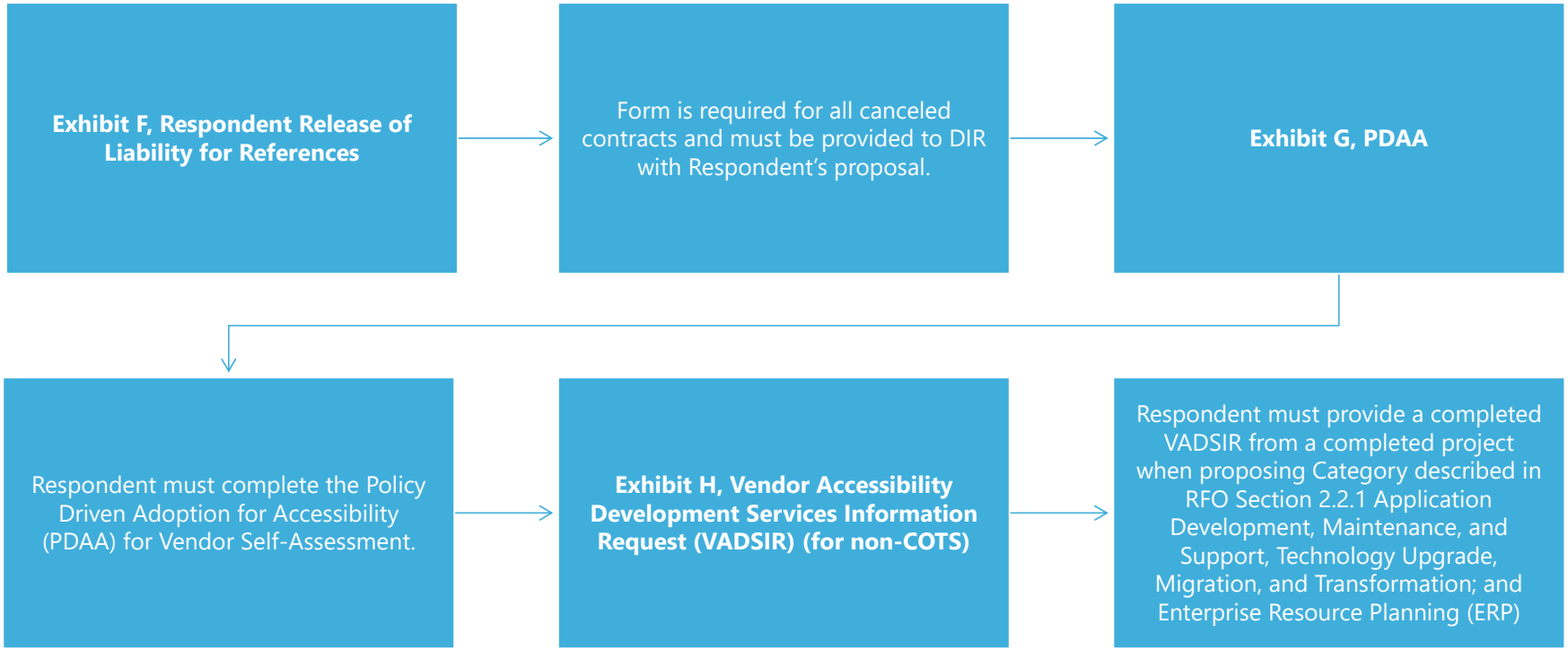
Exhibit B, Respondent History and Experience

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

Exhibits C, D, & E



Exhibits F, G, & H



RFO Scope

Scope

A. DIR intends to contract with Successful Respondent to provide Deliverables Based Information Technology Services (DBITS).

B. Within each Technology Category listed below, examples have been provided. The list of examples is not intended to be exclusive, but rather general indications of the types of services within a given Technology Category. Other services that may not be detailed or listed as examples, but which adhere to the definition for each Technology Category are also in scope.

C. Each of the categories implies the requirement for the skills to accomplish the outcome and deliver an acceptable product to the Customer.

2.2 Categories of Services

- Emerging Technologies including, but not limited to, Artificial Intelligence, Quantum Computing, the respondents' software for service delivery, etc. may be leveraged if approved by the requested agency provided the use of these technologies is properly documented in the final scope of work of deliverables and/or other related services. These technologies must follow applicable laws and regulations. Agencies may request information on technologies such as transparency, governance, and data management.

Scope – Categories



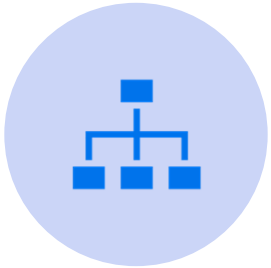
1) Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP)



2) Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing



3) IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services



4) Project and Program Management

Section 2.2.1 Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP)

A. Application Development is the development of new applications which may be mainframe, server, network-based, web-based or a combination and may require interfaces to existing applications. Application Maintenance and Support includes troubleshooting, modifying, maintaining, improving security, and enhancing legacy systems and applications which may be running in a production environment.

B. Technology upgrade, migration, and transformation may be accomplished by converting/migrating legacy applications to new technology, either with or without new business functionality. It may also include introducing new technology into the enterprise and managing any changes as a result of the introduction.

C. Transformation may include assessments of the current application portfolio, evaluation of the technology assets before beginning technology transformation and Business Case development for justification of an initiative. Part of the transformation journey may include planning, analysis, requirements development, proof of concept, deployment, implementation, integration, remediation, data migration, documentation, application programming and support services, and training support.

D. Return on investment (ROI), benchmarks, and milestones may also be appropriate to include in a transformation initiative.

Section 2.2.1 Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP) Cont.

E. Agile methodology MAY be considered if requesting agency defines the sprint schedule, methodology, and governance which defines the process of developing, communicating, implementing, monitoring, and approving the project phases. Additional areas within scope include the following:

i) Website content accessibility compliance;

ii) Cloud transformation;

iii) Digital transformation;

iv) IT organizational transformation; and

v) User acceptance testing.

ERP is an amalgamation of an organization's information systems designed to automate and integrate a variety of functions, commonly referred to as "back office", including financials, human resources and asset management. These systems are usually modularized and generally highly configurable. Business Process Reengineering (BPR), system or application changes, implementation, conversion services, and training are often included in an ERP initiative.

This Category will require vendors to submit a Sample VADSIR form to demonstrate the company's internal accessibility strategy for development.

Section 2.2.2 Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing.

BI enables an organization to perform in-depth analysis and includes, where required, data mining of detailed business data providing real and significant information to business users. BI may include an integrated group of operational and decision support applications and databases. BI makes use of tools designed to easily access data warehouse data. A data warehouse collects, organizes and makes data available for the purpose of analysis and gives organizations the ability to access and analyze information about its business. The function of the data warehouse is to consolidate and reconcile information from across disparate business units and IT systems and provide a context for reporting and analysis.

Road mapping for a data warehouse initiative may include assessment of technology and infrastructure, as-is documentation, business requirements gathering, use case development, and reporting requirements analysis.

This category includes solutioning data warehouse architectural design, data warehouse processes and sourcing, extraction, transformation, analytics, and loading of data sources; planning, assessment, product installation and tuning; prototype development, deployment, data cleansing, data mart development and support; data migration, integration with data mining; integration with business intelligence tools, artificial intelligence, and/or systems; data scrubbing; data transformation; training and knowledge transfer.

Data governance planning and implementation, and Business Analytics and Reporting (BAR) is also included in this category.

Section 2.2.3 IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services.

IT Assessments and Planning may include IT effectiveness, maturity, governance, and architecture. Strategic planning activities may include mission statement development, visioning and goals, objectives, and strategy development. Assessment of staff knowledge, skills and abilities, bandwidth, time and motion studies, and succession planning are included in this category. Strategic planning development and tactical planning may require the provisioning of actionable plans and roadmaps. Organization change management, enterprise architecture, cloud assessments, and network performance assessments are within scope as well.

Also included in this category are the independent verification and validation procedures that are used together for in-depth analysis of a product, service, or system for compliance with requirements as well as the independent oversight of software (or systems) development life cycle (SDLC) processes and specifications.

Market Research, Procurement Advisory, and Contract Implementation Services activities may include requirements gathering, facilitation activities, scoring criteria development, evaluation criteria development, negotiation guidance and assistance, and contract transition assistance.

i) Cost optimization including software license cost analysis;

ii) Financial planning and pricing structures;

iii) Market reviews/market research;

iv) Market engagement;

v) Transition/implementation assistance; and

vi) IT contract management assistance.

NOTE: When using Procurement Advisory Services under the Texas Government Code, § 2155.004, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The selected Contract Holder and the employees of that Contract Holder who perform Procurement Advisory Services will **be ineligible** to respond to any resulting solicitation(s).

Section 2.2.4 Project and Program Management

Project and Program management services include any or all the project management processes identified by the Project Management Institute (PMI) as published in the most recent edition of the PMBOK® Guide, including practice guides such as Agile and Managing Change in Organizations.

Examples of included services include utilizing the Customer's tools and processes, using commercially available off-the-shelf tools, using Contract Holder's own proprietary tools and processes to manage a project, and using the Texas Project Delivery Framework. Information about the framework tool can be found at the following url: https://prod.dir.texas.gov/project-delivery-framework

This category includes, but is not limited to:

i) Business case development;

ii) Statewide impact analysis;

iii) Cost to benefit analysis;

iv) Risk assessment;

v) Stakeholder management;

vi) Organizational change management;

vii) Strategic planning;

viii) Program assessment; and

ix) Agile development, training, coaching.

RFO Scope

Section 2.4 Exclusions/Out of Scope

- Cloud Broker Services.
- *Cloud Assessment Services. (being deleted under Addendum 1)*
- Professional or consulting services as defined in Chapter 2254 of the Texas Government Code.

***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

Evaluation Criteria

Evaluation PASS / FAIL



EXHIBIT A



FINANCIAL INFORMATION (DUNS & BRADSTREET)



HUB SUBCONTRACTING PLAN



VENDOR PERFORMANCE SCORE

Evaluation Criteria

Pass/Fail Criteria

- Administrative Review
  - Exhibit A – Completed & **Signed**
  - Missing or blank PDAA self-assessment
  - Hub Subcontracting Plan Completed and Signed

- Financial Review
  - Respondent shall provide an accurate DUNS number online item 3 of **Exhibit A Respondent Information**
  - Respondent's financial stability as reported by Dun and Bradstreet

*__Note:__ Dun and Bradstreet corporate address needs to match the address on Exhibit A - Principal place of Business (Corporate Address)

Evaluation Criteria

RFO Section 4.2.1 – Evaluation of Responses

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

RFO Section 4.2.2 – Weighted Evaluation Criteria

- Exhibit B-History and Experience – 60%
- Exhibit C-Contract Marketing and Customer Support Plan – 40%
  - **Exhibit C**: Part 1 Marketing Plan
  - **Exhibit C**: Part 2 Customer Support Plan

Evaluation Criteria Cont.

When evaluating Exhibit B and C DIR will only consider information **submitted with the response form**. Any information provided outside the Response (such as webpages, links or information included by reference) will not be considered. This also includes Marketing materials which are not allowed to be submitted as part of your response.

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.

Addendum Forth Coming

Legislative Session upcoming DIR Terms and Conditions changes.

Executive Order 48 – to be added via Addendum

All Respondents will be required to acknowledge compliance with the following:

Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

(a) Listed in Section 889 of the 2019 National Defense Authorization Act;

(b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or

(c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or

(d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

The Contract

Term of The Contract

- Section 2.9 Term of Contract

DIR anticipates that the initial term of the Contract will be up to two (2) years with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term") to be exercised by DIR at its discretion.

- Section 2.10 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.

RFO Schedule

Solicitation Schedule

Date/Time	Activity
Wednesday February 20, 2025	Publish RFO on Electronic State Business Daily
Tuesday March 4, 2025, 2:00 PM (CT)	Optional Pre-Proposal Webinar Session 1
Wednesday April 9, 2025, 2:00 PM (CT)	Optional Pre-Proposal Webinar Session 2
Thursday March 27, 2025, 5:00 PM (CT)	Deadline for submitting questions
Tuesday April 29, 2025, 2:00 PM (CT)	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO
April 30, 2025 – until completed	Administrative Review, Evaluation of responses, oral presentations (if requested), negotiations, and contract execution

*This will be part of Addendum 1 to be posted shortly after this meeting.

HUB Subcontracting Plan (HSP)

Theresa Williamson

HUB Director



Attachment 3 - HUB Subcontracting Plan

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

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

Attachment 3 – HUB Subcontracting Plan

Attachment 3 – HUB Subcontracting Plan

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

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

Attachment 3 – HUB Subcontracting Plan

The HUB Goal for this RFO is 26%

- **METHOD A (Attachment A)** - If you are subcontracting and you are meeting or exceeding the HUB Goal for this RFO, you will complete Method A.

- Include all VID numbers for each vendor, all estimated dollar amounts and percentages for each vendor.

Attachment 3 – HUB Subcontracting Plan

METHOD B (Attachment B) - If you are subcontracting, and are not going to meet the HUB Goal of 26% 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

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Attachment 3 – HUB Subcontracting Plan

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

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

HUB PLAN Support Tools

DIR YouTube Channel

Available resources on “How to complete your HUB Subcontracting Plan”

- **Method A**: https://www.youtube.com/watch?v=Ft3_RbuySwo
- **Method B**: https://www.youtube.com/watch?v=clIKa36PiNk
- **Self-Performing**: https://www.youtube.com/watch?v=DVux6zTZupg

HUB PLAN Support Tools

- **Common errors in completing the HSP**:
  - Completing the wrong Method (ex: completing Method A, when should be Method B)
  - Not entering your correct legal name
  - Section 2b and Section A-2 or B-4 percentages not matching; they MUST match for approval
  - **TBD** or **$0** or **0%** are not acceptable
  - Entering your Texas Franchise Tax # instead of the IRS issued EIN # or Texas VID #
  - If Self-performing, identify how you will self-perform utilizing current resources. Do not mention hiring more staff if necessary or the use of subcontractors
  - Not allowing the 7 business days for submission when completing Method B
  - **NOT TAKING ADVANTAGE OF THE COURTESY REVIEW OFFERED BY THE HUB OFFICE**

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HUB Subcontracting Plan

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

Theresa Williamson

HUB Director
Texas Department of Information Resources

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

Digital Accessibility Requirements and Forms

Marie Cohan

Statewide Digital Accessibility Officer



Digital Accessibility Background

Digital accessibility is the 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 **products, services, communications, and related supporting documentation or deliverable documents.**

Under Texas Government Code, Chapter 2054, Subchapter M, state agencies and institutions of higher education (IHEs) must procure technology products and services that comply with the accessibility standards defined in the Texas Administrative Codes 1 TAC 206 and 1 TAC 213, in the Worldwide Web Consortium (WC3) WCAG 2.1 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations.

Accordingly, all vendors must provide the required accessibility documentation at the time of request in an accessible format.

Note: "Digital Accessibility" includes "Electronic and Information Resources (EIR)" and Information and Communications Technology (ICT)"

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Digital Accessibility Documentation

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

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

Vendor Accessibility Development Services Information Request (VADSIR)

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

Instructions are included on the forms. Applicable forms must be completed and accurate providing as much detail as possible. DIR may request additional supporting information.

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Policy Driven Adoption for Accessibility (PDAA) Self-Assessment

Assesses the responding vendor's accessibility maturity and is not associated with the product or service offerings listed on the Respondent's pricing sheet.

- The PDAA is a NASCIO sponsored assessment demonstrating the responding vendor's accessibility maturity. The assessment provides insight into a vendor's ability to understand and provide accessible technology products and services.
- Results are mapped to the Policy Driven Adoption for Accessibility (PDAA) Maturity Model.
- All vendors responding to a technology solicitation are required to complete the assessment.
- Ensure **all** questions have a numerical score of 0, 1, 2, or 3 with a total score at the bottom before submitting to DIR. **A missing, incomplete, or zero score PDAA will fail.** Checkmarks and other symbols will not be accepted.

Note: Complete the assessment using the Excel spreadsheet in your packet, and do not convert to a PDF format.

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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.

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Sources: DIR Website PDAA Maturity Matrix & PDAA Self-assessment

Vendor Accessibility Development Services Information Request (VADSIR)

Vendors must complete this form (if response includes one or more of the offerings below) to demonstrates how digital accessibility practices are incorporated into their development lifecycle, and how they will ensure accessibility compliance.

- Web ddevelopment services using WCAG 2.1 AA standard
- Web and mobile application development sservices using WCAG 2.1 AA standard
- 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.)

Note: Document deliverables, e.g., support manuals, SMMs, templates, workpapers, reports, instructional documents, and other forms of supporting documentation must also be WCAG 2.1 AA compliant.

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VADSIR Questions

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

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Digital Accessibility Training for Vendors

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

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

Digital Accessibility Training for Vendors (cont.)

To sign up for training:

1. Navigate to https://learn.levelaccess.com/ and select **Sign Up**.
2. Input your email and select **Continue**.
3. Fill in the rest of the fields and use the access code **la2025stxv02** to complete the form.
4. Select **Continue** and the account is created

Need help or have questions? Email statewideaccessibility@dir.texas.gov and **copy the procurement lead**.

Digital Accessibility Information & Resources

- **EIR Accessibility Procurement and Vendor Information**
- **VADSIR template**
- **PDAA template**

Thank you!

Marie Cohan
Statewide Digital Accessibility Officer
Customer Experience Office

statewideaccessibility@dir.texas.gov



General Information

General Information

- Reference the RFO page number and section number when submitting questions.
- **Webinar participants may submit questions electronically at anytime during the webinar, please use the question tab.**
- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Check the ESBD often for updates
- All questions regarding this RFO must be **submitted in writing through the BidStamp Vendor Information System Portal (VIS)** by **March 27, 2025, 5:00 P.M. (CT).**

General Information (cont'd)

Disqualification of Offers

- Failure to sign Respondent Information Form (Exhibit A)
- Failure to complete Financial Information (DUNS Number)
- Failure to complete a Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
- Failure to Complete and submit Exhibit H, Policy Driven Adoption for Accessibility (PDAA) or submit a form with a Zero score or blank.
- 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.**



The 4-way match is Better? A 3-way Match is Critical?

- Exhibit A Response Document
- Secretary of State (SOS) Registration
- Duns and Bradstreet Record
- BidStamp / Sales Force Account

What Information Must Match

1

Company Legal Name

- Including dba that is legally registered
- Including punctuation

2

Company Corporate Address

3

Company FEIN Number

4

Company DUNS Number

Uploading and Naming Convention for Response Documents

RFO Reference	Form of Response
Exhibit A: Respondent Information Form – MUST BE SIGNED	"XXX_593_Exhibit A.docx" (.docx or .pdf)
Exhibit A1: Exceptions - Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions	"XXX_593_Exception A1.docx"
Exhibit B: Respondent History and Experience	"XXX_593_Exhibit B.docx" (.docx or .pdf)
Exhibit C: Contract Marketing and Customer Support Plan (plus required samples)	"XXX_593_Exhibit C.docx" (.docx or .pdf)
Exhibit D: HUB Subcontract Plan (HSP) - MUST BE COMPLETED and SIGNED (latest download from CPA web site)	"XXX_593_HSP.pdf"
Exhibit F: Respondent Release of Liability	"XXX_593_Exhibit F.docx" (.docx or .pdf)
Exhibit G: PDAA form (Excell Format)	"XXX_593_PDAA.xlsx"
Exhibit H: VADSIR (if applicable)	"XXX_593_VADSIR.docx"
Signed Addenda to the RFO	"XXX_593_Addenda" (.docx or .pdf)
NOTE: When submitting documents in PDF format Respondent must make sure the complete files are searchable.	

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Available Tools to Help with responding documents and BidStamp process

https://youtu.be/BJ5eesF08S0 Oct 11, 2024, Responding to the COOP Solicitations (Session 1)

https://youtu.be/pXs_7YI6YS8 Oct 11, 2024, Responding to the COOP Solicitations / BIDSTAMP (Session 2)

General Information (cont'd)

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



General Information (cont'd)

Contacts for inquiries regarding this RFO:

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

Or

Julia Klingemann CTCD, CTCM – Julia.klingemann@dir.texas.gov

Contacts for the following related topics:

Vendor Information Systems (VIS) Portal - BidStamp:

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

HUB Subcontracting Plan:

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

Vendor Information Systems (VIS) Portal - BidStamp



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.

NOTE: when setting up your BidStamp account use your "SOS" Legal Company Name as it is registered

You may view a video on how to set up your BidStamp account at this link: https://dir.texas.gov/outreach-and-training.

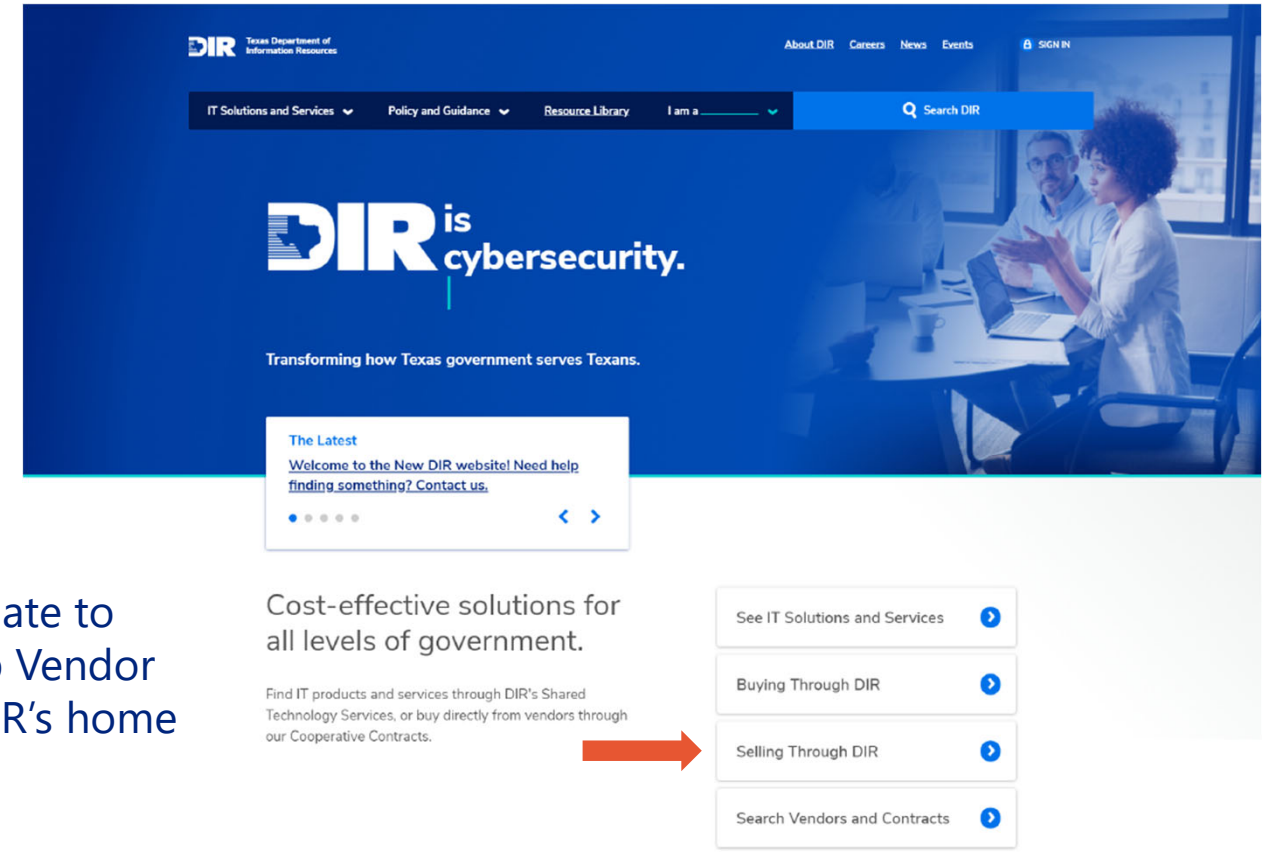
Bid Submittal

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



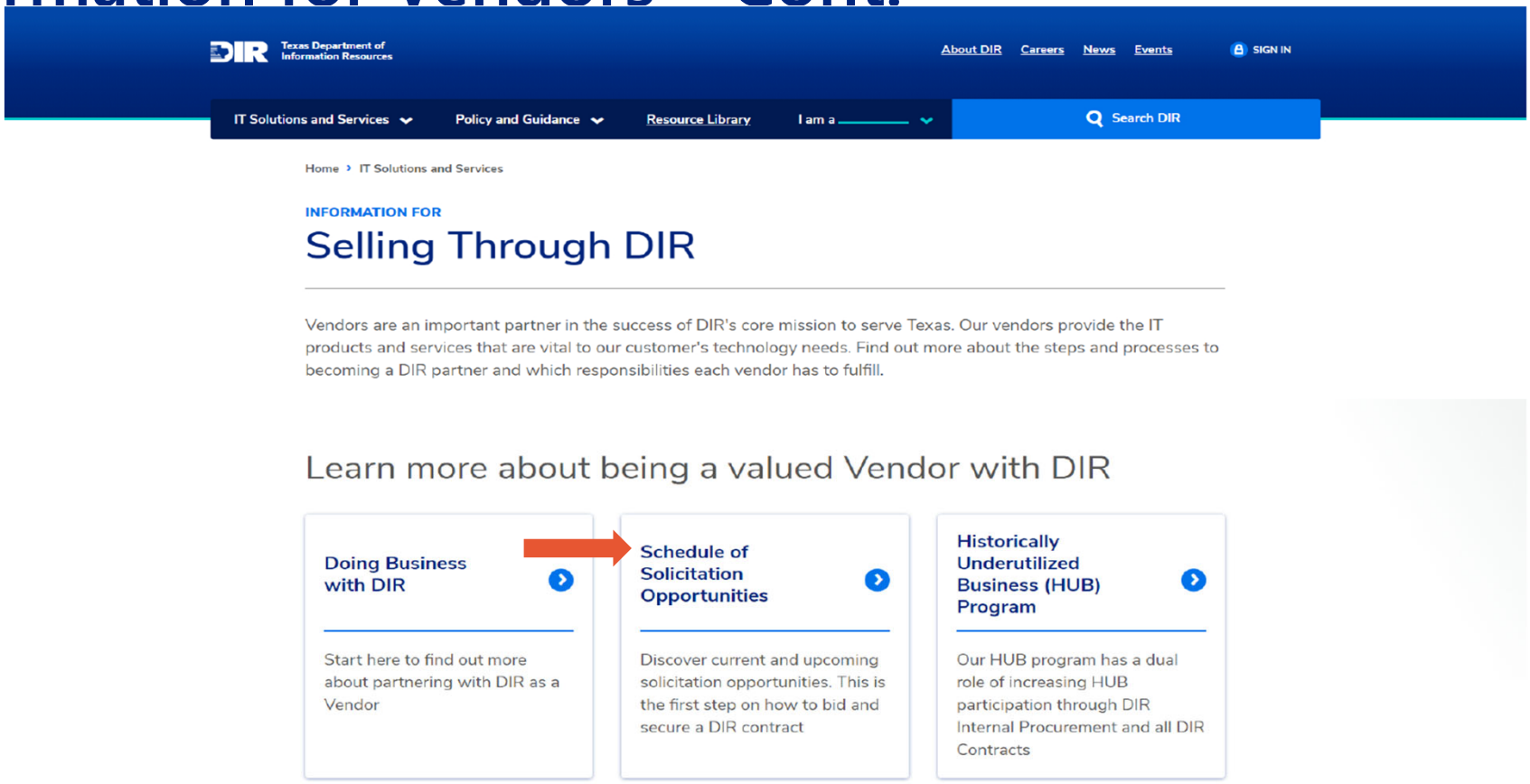
Information For Vendors

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



Note: Scroll down on web page for further information.

Information for Vendors – Cont.

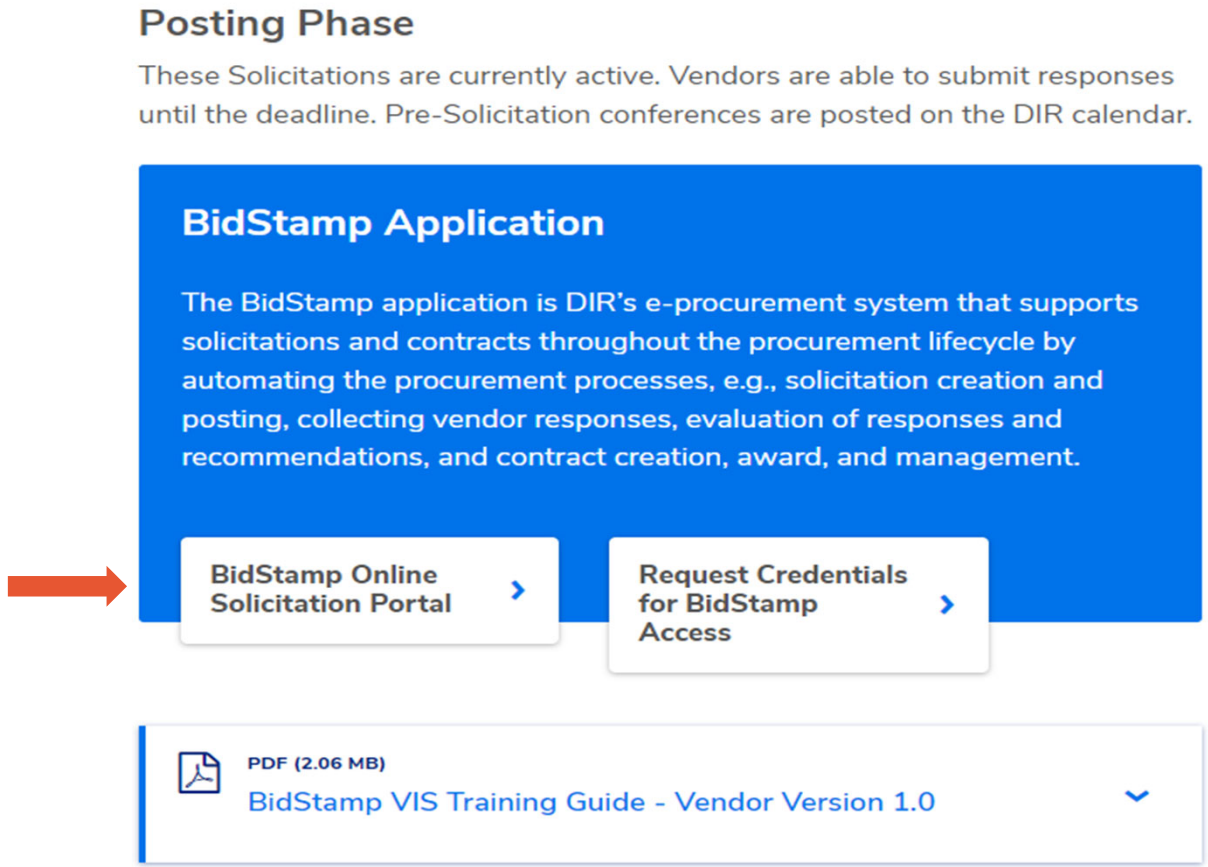


Note: Scroll down on web page for further information.

Information for Vendors – Cont.

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

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

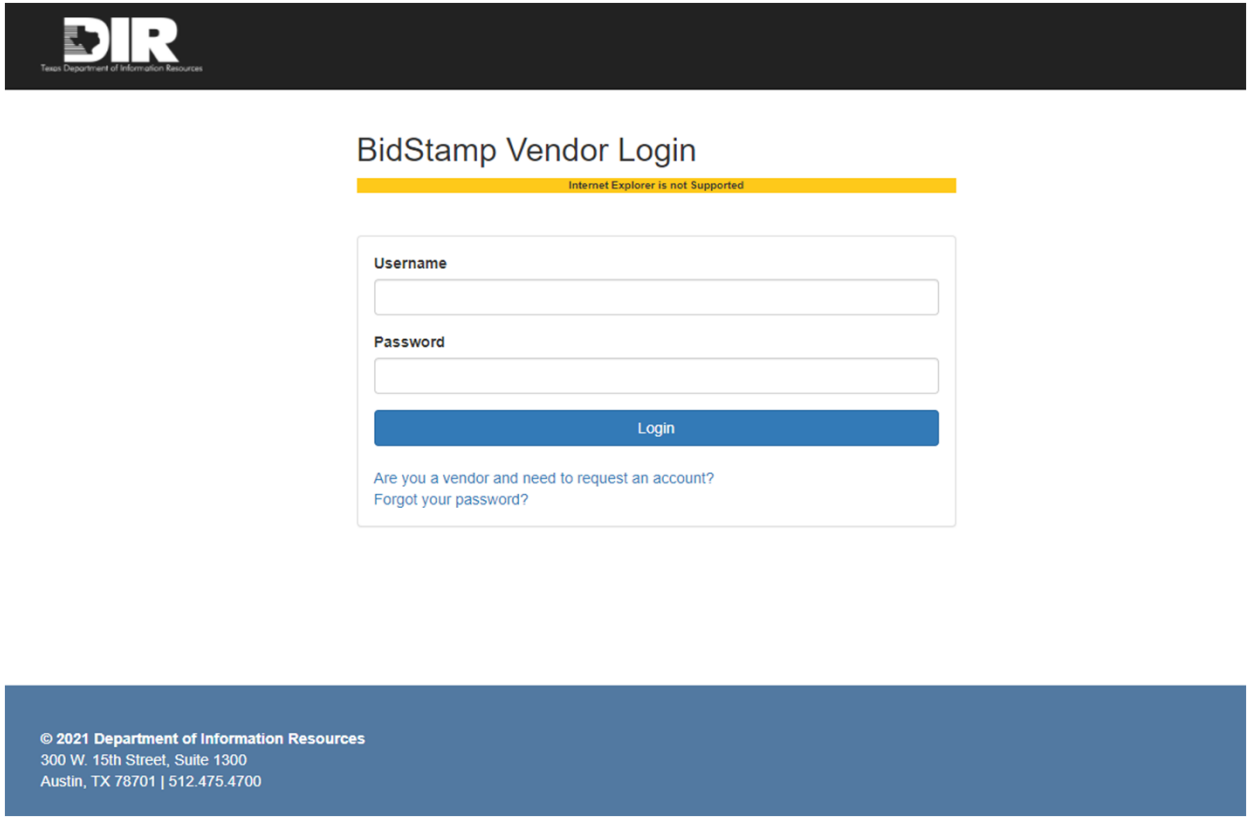


Note: Scroll down on web page for further information.

Responding to a Solicitation

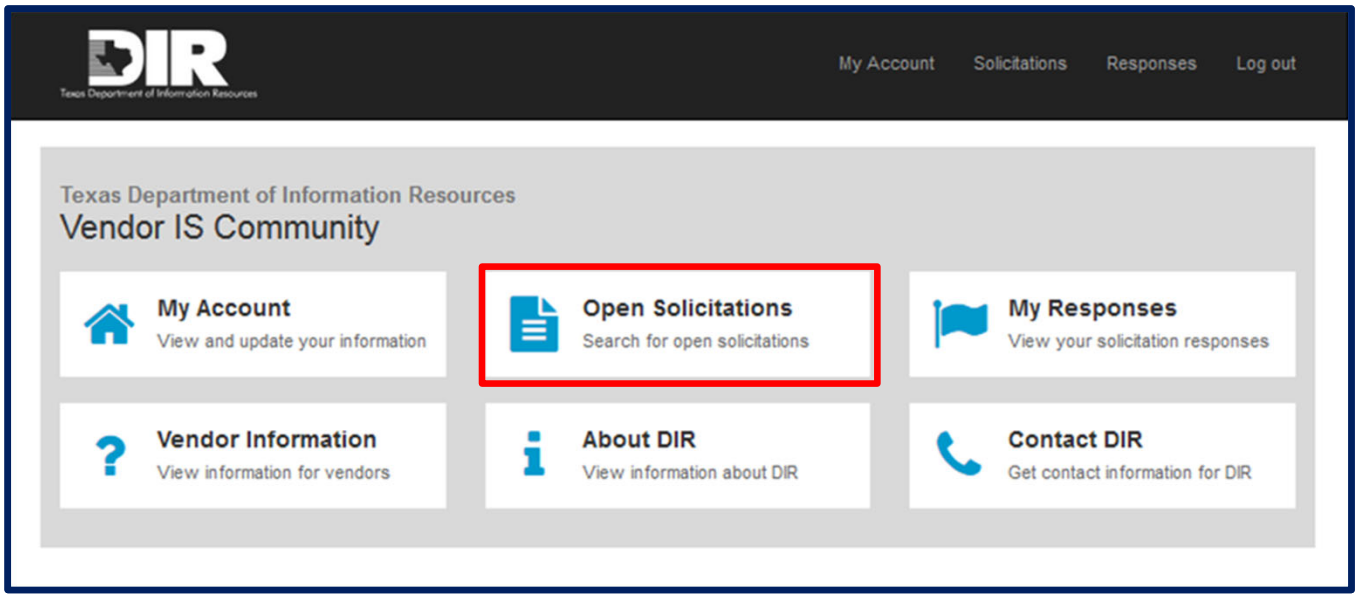
After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.

https://dircommunity.force.com/BidStamp



Responding to a Solicitation

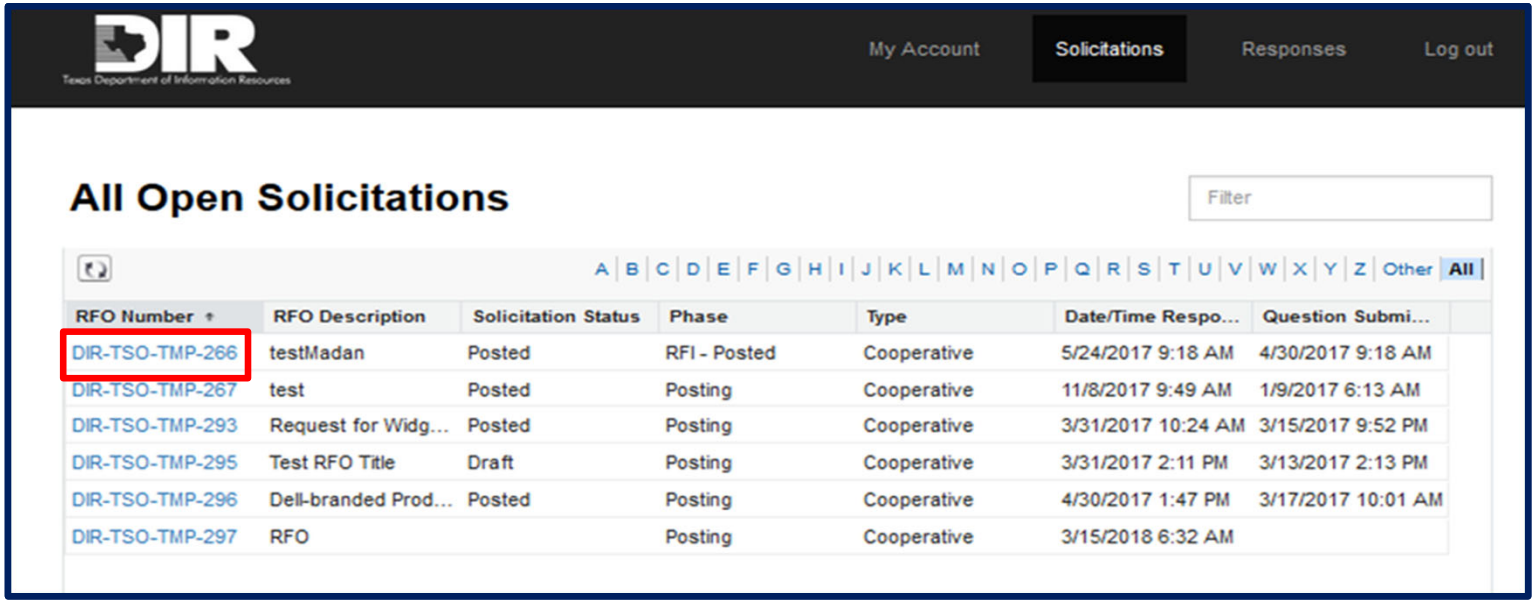
After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.



Creating a New Response

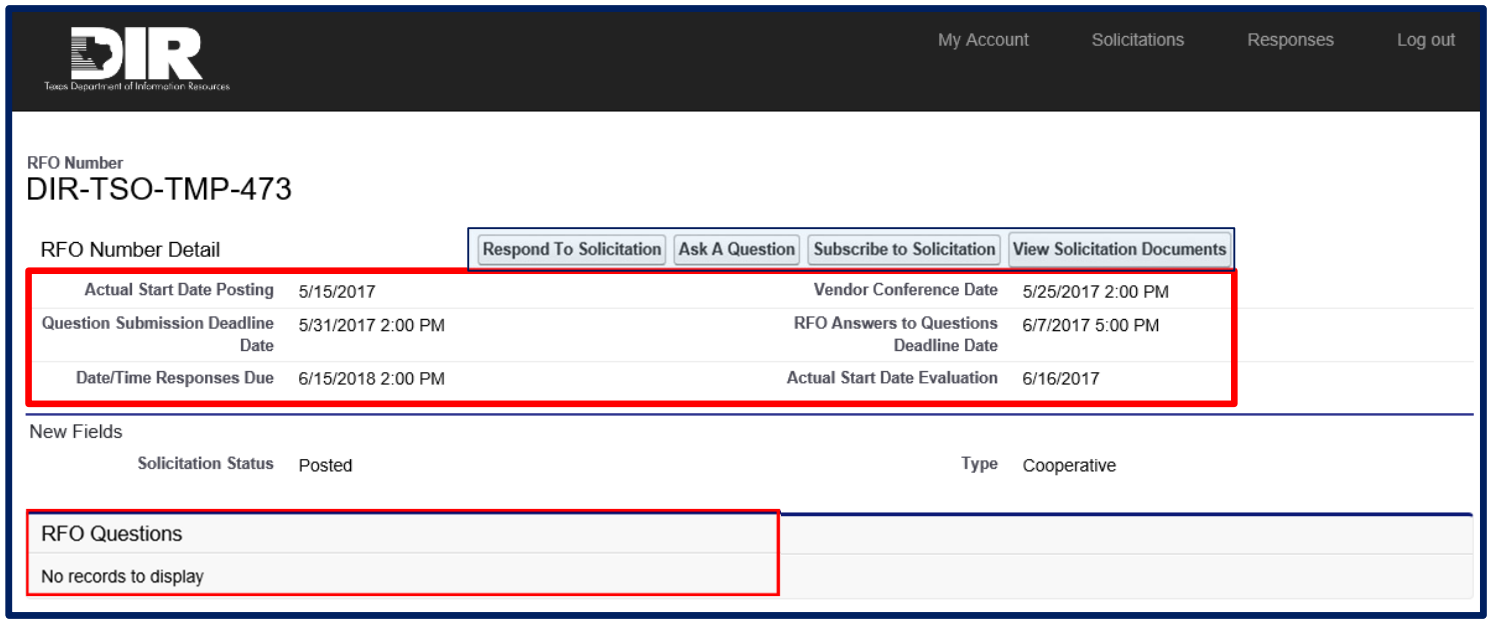
To create a new response:

1. Log in to the VIS portal and select the “Open Solicitations” tile
2. Click on the “RFO Number” (**DIR-CPO-TMP-570**) of the solicitation you want to respond to
3. You will be navigated to the “RFO Number” detail page



RFO Number	RFO Description	Solicitation Status	Phase	Type	Date/Time Respo...	Question Submi...
DIR-TSO-TMP-266	testMadan	Posted	RFI - Posted	Cooperative	5/24/2017 9:18 AM	4/30/2017 9:18 AM
DIR-TSO-TMP-267	test	Posted	Posting	Cooperative	11/8/2017 9:49 AM	1/9/2017 6:13 AM
DIR-TSO-TMP-293	Request for Widg...	Posted	Posting	Cooperative	3/31/2017 10:24 AM	3/15/2017 9:52 PM
DIR-TSO-TMP-295	Test RFO Title	Draft	Posting	Cooperative	3/31/2017 2:11 PM	3/13/2017 2:13 PM
DIR-TSO-TMP-296	Dell-branded Prod...	Posted	Posting	Cooperative	4/30/2017 1:47 PM	3/17/2017 10:01 AM
DIR-TSO-TMP-297	RFO		Posting	Cooperative	3/15/2018 6:32 AM	

Creating a New Response (cont'd)



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

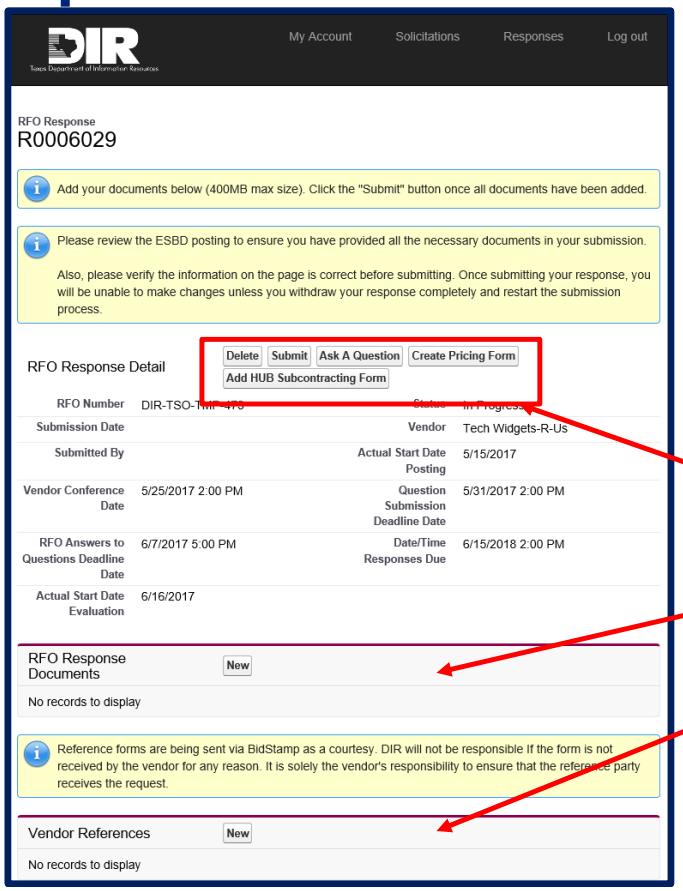
Buttons discussed on the next slide.

Creating a New Response (cont'd)

RFO Number Detail Button Description:

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

Respond to a Solicitation



"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)*
- **NOT Applicable for This Solicitation 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)*

Mandatory Submissions

Response Content

RFO Section 3.8.4– Response Files

RESPONDENT MUST PROVIDE THE ITEMS LISTED BELOW.

- Exhibit A – Respondent Information **(SIGNED)**
- Exhibit A – **Canceled Contracts** – Attachment 1 (if applicable)
- Exhibit A1 –Any Exceptions Requested or Affirmative Statement the Respondent takes no Exceptions
- Exhibit B – Respondent History and Experience
- Exhibit C – Contract Marketing and Customer Support Plan
- Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan (HSP) *Use correct form which is to be downloaded from CPA web site.
- Exhibit E – Reference Form - Vendor References should be submitted by customers through the **RFO email provided**
- Exhibit F - Respondent Release of Liability for Reference
- Exhibit G - Vendor Accessibility Policy Assessment (PDAA)
- Exhibit H – Vendor Accessibility Development Services Information Request (VADSIR) (if applicable)
- Signed Addenda to RFO

DIR

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-593 on the ESBD: http://esbd.cpa.state.tx.us/

- It is the responsibility of Vendors to monitor the EBSD web site for addenda.

Solicitation Schedule

Date/Time	Activity
Wednesday February 20, 2025	Publish RFO on Electronic State Business Daily
Tuesday March 4, 2025, 2:00 PM (CT)	Optional Pre-Proposal Webinar Session 1
Wednesday April 9, 2025, 2:00 PM (CT)	Optional Pre-Proposal Webinar Session 2
Thursday March 27, 2025, 5:00 PM (CT)	Deadline for submitting questions
Tuesday April 29, 2025, 2:00 PM (CT)	Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO
April 30, 2025 – until completed	Administrative Review, Evaluation of responses, oral presentations (if requested), negotiations, and contract execution

*This slide deck will be part of Addendum 1 to be posted shortly after this meeting.

Conference Closing

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

Vania Ramaekers

Email: Vania Ramaekers@dir.texas.gov

Thank You

DIR CPO Team

Texas Department of Information Resources

Transforming How
Texas Government
Serves Texans

dir.texas.gov | @TexasDIR | #DIRisIT

TEXAS DEPARTMENT OF INFORMATION RESOURCES

Vendors Marketing Forum and October Trainings Questions and Answers

PRE-SOLICITATION NOTICE:	DIR-CPO-TMP-593
Deliverables Based Information Technology Services (DBITS)	

Posting Date: February 20, 2025, with RFO Posting

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

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

Notice is given to Respondents desiring to submit a response to the above-mentioned pre-solicitation notice that additional information is required:

These Questions and Answers Pre-solicitation notice for DBITS, future Solicitation No. DIR-CPO-TMP-593. It contains the answers to vendor questions received, from the October 11, 2024 Trainings Sessions and the October 28, 2024, Marketing Forum Event, plus the Marketing Forum Event Video link: https://youtu.be/t6zma-4LmKE.

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

Question and Answer Document

The following table outlines vendor questions submitted during the October 11 Trainings and the Marketing Forum Event, which was conducted on October 15, 2024, due to technical difficulties we held this event again on October 28, 2024 (which the recording is on DIR YouTube channel. Department of Information Resources (DIR) response to questions.

	Subject	Vendor Question	DIR Answer
1.	BidStamp Open Solicitations Screen	In BidSTamp, when clicking on" Open Solicitations" currently there are no solicitations listed. Why is this?	A Solicitation must be officially posted to the ESBD before it shows up on the BidStamp / VIS portal for vendors to submit responses. The DBITS Solicitation is not posted yet. Pre-Solicitation Notices are not going to be listed in BidStamp.

	Subject	Vendor Question	DIR Answer
2.	VIS Portal	What is the VIS portal Link? How long does it take to get an account set up? What is the link to the IT Technical Support for VIS portal?	To access the VIS/Portal: https://dir.my.site.com/BidStamp to Access the VIS Portal Support: Identity.support@dir.texas.gov The VIS account takes approximately 3-5 days to be activated.
3.	Small Business	How does a small/HUB company get a chance to work on projects for the government?	Once a vendor receives an award for a Cooperative Program Contract, there are specific vendor orientations and opportunities, however it is up to the vendor to market his own company.
4.	Government Experience	Is there bias toward companies that haven't done business with the government?	No, DIR Cooperative Program in general does not penalize vendors with no government experience, however DIR recommends that vendors read the Solicitation Scope and Requirements just in case there is a specific experience type required.
5.	HUB Program	Does being a protege under a DIR contract give you a leg up?	DIR does not have a Protégé program, and if it did the state of Texas does not have a set a side program for HUB Vendors. There are no special parts of the COOP program that give any vendor a leg up on the evaluation scoring. Evaluators will review and score what is proposed in relation to the Scope Requirements of a solicitation.
6.	HUB Program	Are HUB vendors/partners weighted higher in reviewing potential contract awards?	No, Texas does not have a Set-Aside program, nor does it have any additional evolution points or scoring evaluation method separate for HUB vendors.
7.	HUB Program	Veteran-owned businesses get no preference?	No, Texas does not have a Set-Aside program, nor does it have any additional evaluation points or scoring evaluation method separate for HUB vendors.
8.	Evaluations	Do you have weightage definitions for each of these exhibits which are exposed to vendors?	If you are referencing the Evaluation Weighted Matrix, for specific exhibits of a solicitation, DIR will determine the matrix during the planning phase. Each solicitation will have its own Evaluation Weighted Matrix and it will be provided to vendors under the RFO Solicitation Document .

	Subject	Vendor Question	DIR Answer
9.	Exhibit B Vendor Experience	Exhibit B -When answering Questions 4 and 5 are these only governments, school districts, etc. in Texas or is out-of-state experience considered for these questions?	The vendor responding to an RFO must answer the questions based on his own experience and it can be from any source, government or non-government. Unless the RFO specifically asks for Texas experience only. So always read each question carefully and reference the RFO instruction / Scope document prior to completing the other response forms.
10.	Exhibit B Vendor Experience	Exhibit B -For Question 5 (Sample form), what if funding was paid through a grant for an agency (like TEA)? Would that still count as sales for Texas State Agencies?	Exhibit B - Vendor History and Experience, Yes, the experience will count, and the funding source does not matter in this case.
11.	Exhibit B Vendor Experience	In Exhibit B, vendors are evaluated based on their responses to questions about their sales. It would seem to me that large firms would have a huge advantage here. How can small firms provide a competitive response to the solicitation when competing with companies with 10,000+ employees?	Exhibit B has several areas where information is requested regarding company sales, this is to demonstrate that your company has experience selling products and services detailed in the RFO Scope. (read each question carefully). If you do not have any experience in Government Market just indicated with NA. But you should be able to demonstrate sales experience in the overall market related to the RFO / Solicitation Scope and Requirements. The Government Procurement Competitive progress does not allow for evaluations where vendors responses are compared to each other, each vendor is evaluated based only on the response provided that are relevant information against the RFO/Solicitation Scope and Requirements.

	Subject	Vendor Question	DIR Answer
12.	Exhibit B Vendor Experience	Exhibit B - If a company does not have prior experience, is there still an opportunity for them to succeed in winning an award? What strategies can new companies use to break into this space?	Each Solicitation has an experience requirement. If a vendor does not meet the required experience, it is not recommended that you respond to such solicitation. Prior experience with DIR Customers, or Government sales, will not stop a vendor from being awarded a contract if the overall company experience meets the scope and requirements of the posted solicitation. In case the answer above is not what you asked, please re-phase your question in the next round.
13.	Vendor Experience	Will firms with previous DIR experience score higher than firms without DIR experience this time around?	No, DIR does not score vendors with DIR experience/current contract higher than vendors without DIR experience.
14.	Vendor Experience	I wanted to clarify something that was just said. It was stated that the state is looking for "new blood". Is this a new initiative? I am asking because the previous DBITS we submitted were not selected. The only negative comments our submission received were lack of work in Texas.	No, this is not a new initiative. DIR is always looking for new partnerships with vendors through new solicitation opportunities. I am sorry, but I am not qualified to speak on behalf of a past evaluation results or a vendor missing the competitive break, therefore for this upcoming DBITS contract the solicitation planning phase will be looking at a vendor experience in general government not necessary State of Texas. Keep in mind that this solicitation is still in the planning phase, and nothing is concrete yet. However, I will take this issue up with the planning group and will address it through the Solicitation RFO document at posting time, as well as during the Pre-Solicitation Conference.
15.	Experience	Are there any smaller opportunities for new/small businesses to build history with DIR?	To build history with DIR customer base a vendor first needs to have an awarded DIR Contract. Keep in mind that having a history or experience with DIR Customers is not a qualification for a Contract award.
16.	Evaluation	Are evaluators qualified to review applications? Are they experts on marketing? sales strategies?	First let's clarify that DIR does not have an application process for vendors qualifications. Each Solicitation have specific requirements, and each solicitation will have sufficient number of evaluators that understand the scope and requirements of each solicitation in order to evaluate each vendor's response.

	Subject	Vendor Question	DIR Answer
17.	Qualifications	DIR "wants new blood" but many solicitations I've seen have minimum qualifications of 3 years State government experience... these forces me into subcontracting (I am a HUB) for 2 more years before I can bid, right?	The DIR Cooperative Program (COOP) does not limit vendors to a specific number of years for experience on any of our COOP Solicitations, however if you do see one that has such requirement you may want to question why, and see if the Procurement Lead can justify or remove it, it will depend 100% on the type of solicitation, and requirements. Remember this only applies to the Cooperative Program Solicitations. DIR Does not know of any rule that says a vendor must have a certain number of years as a Sucontractor and a HUB to respond to a DIR Solicitation for the Cooperative Program. If this does not address your question, please re-phase it and ask again in the next round.
18.	Evaluation	As a new business I don't have any prior government contract experience to show, will that be considered against me during evaluation?	No, lack of government experience will not impact your evaluation scores, however make sure you have sufficient experience in relation to the RFO/Solicitation Scope and Requirements.
19.	Exhibit C Marketing Plan and Customer Support	In Exhibit C, vendors are evaluated based on their responses to questions about their ability to market the DIR contract. It would seem to me that large firms would have a huge advantage here. How can small firms provide a competitive response to marketing capabilities when competing with companies with 10,000+ employees?	In Government Procurement no one is evaluated against any other response, you are only evaluated based on the RFO/Solicitation Scope and Requirements and how you respond to each of the questions. DIR does not compare vendors response; each response has to be evaluated based only on the response documents provided. The large company and number of employees will not affect the evaluation scoring for a small business in Exhibit C.
20.	Evaluation	Will lack of work with DIR effect scoring and ranking?	No, there are no set a side evaluation points or score for current DIR vendors, all vendors must compete at the same level, and every response is evaluated based on each individual vendor's response.

	Subject	Vendor Question	DIR Answer
21.	Vendor Experience	As we prepare our bid for the DIR-CPO-TMP-593 RFO, could you please clarify how our previous experience serving the City of New York, along with our recent award from the University of Arizona under NAICS codes 541511, 541513, 541519, 541715, 518210, and 541530, will influence the evaluation of our proposal?	The vendor's history and experience will be evaluated as part of Exhibit B, whichever weight is given for this exhibit. Which is different for every RFO/Solicitation. The work you have done for New York will be part of the reference evaluation or part of the experience evaluation. There are no influences or set aside scoring for having government contracts during the evaluation process. Vendors are scored based on the information they provide through the response documents, and DIR evaluates based on such information.
22.	Evaluation	We appreciate your guidance in understanding how our background aligns with your evaluation criteria.	Vendors will fill out Exhibit B - History and Experience form to demonstrate that they meet the Scope and Requirements for the RFO/Solicitation. The scoring of your background history of your company answers the questions in exhibit B and are evaluated based on the weight assigned for each question. Your Background serves to show DIR that your firm is responsive and responsible to serve DIR customers
23.	Experience	Is it a requirement for a Vendor to have past/current work with a Texas State Agency to respond to the RFO?	No, anyone can respond, that meets the scope and requirements of the RFO.
24.	Experience	Will firms with previous DIR experience score higher than firms that do not?	No, there are no set a side evaluation points or score for current DIR vendors, all vendors must compete at the same level, and every response is evaluated based on each individual vendor's response.
25.	Experience	We appreciate the effort to increase the PARTNERSHIP aspect! Is there a preference for companies with a physical presence in Texas?	No, there are no set a side evaluation points or score for current DIR vendors, all vendors must compete at the same level, and every response is evaluated based on each individual vendor response.

	Subject	Vendor Question	DIR Answer
26.	Experience	Regarding the DIR experience scoring question. We had a previous debrief and the only negative comments were that our firm didn't have previous DIR experience. Will the selection criteria change this year?	The evaluation criteria and scores for this Solicitation have not been set as this solicitation is still in the planning phase currently. DIR will review all information and input provided during these marketing sessions to determine how experience is evaluated.
27.	HUB	Does Self Performance on HUB impact the proposal evaluation for the award, other than Pass/Fail?	No, there are no set a side evaluation points given for HUB Subcontracting Plan, this is a requirement form, and it is a PASS/FAIL criteria.
28.	Subcontractors	Do we discuss subcontractor qualifications, and experience in the other sections of the response?	No, the solicitation is about your company, Exhibit B is about your company History and Experience not your sub-contractors.
29.	Evaluation	General Question: My understanding is that DIR offers a period of debrief after a solicitation is awarded. In your years of experience as DIR procurement managers, have you ever happened to see one of the vendor debriefs uncover something like a genuine oversight or mistake by the evaluation team for the cooperative contract solicitation that ultimately led to DIR deciding to reverse their decision from "no award" to "yes award"?	During the Administrative, Financial and PDAA review vendors that get disqualified are provided with a detail reason why plus in all cases this disqualifications stand. During the Technical and pricing evaluations, there are several checks and balances along the way that catches errors, or misunderstandings and there is a period for discussions and corrections. Based on our process and how rigid the evaluation process is, there has not been a reversal decision during my time at DIR.
30.	Pricing Form	Some products have 100s of skus. To clarify can we do a general category example “laptop” with an average discount across all skus	Each RFO/Solicitation pricing requirements will provide detailed instructions on how price is going to be evaluated, entered into the spreadsheet and how it will be uploaded to BidStamp / VIS portal if is part of the evaluation process. Follow the directions, and when in doubt ask questions of the procurement lead.
31.	Evaluation	What are the scoring criteria for the DBITS solicitation?	The weighted evaluation criteria for this solicitation have not been determined as it is still in the planning phase.

	Subject	Vendor Question	DIR Answer
32.	Accessibility	Regarding the DIR-CPO-TMP-593 RFO, could you provide more details on the specific accessibility standards and requirements that proposals must meet? Additionally, how will adherence to these standards be evaluated during the selection process?	The RFO Scope has not been decided so I cannot tell what type of accessibility forms will be required, however this is a Pass/Fail evaluation criteria. No score is given for accessibility.
33.	Accessibility	Does the PDAA, VADSIR score, affect the vendor's selection score?	No, Accessibility is a PASS/FAIL evaluation and it will not affect the vendors' total scores.
34.	Evaluation	Can you clarify about the D&B score? You said vendors with score 9 or greater will be disqualified; which D&B measurement is that? Delinquency, failure, or SER?	DIR uses the Supplier Evaluation Risk (SER) measurement.
35.	Exceptions	If there are items that we would want to take exception to those that are on the sample contract, will we get a chance to do that for each individual contract later in other solicitations?	Vendors may propose exceptions to the identified documents within a solicitation. There are no rules about the sections in the Contract Language DIR cannot prohibit such request. However, keep in mind that certain areas of the contract template will be completed during negotiations. So keep your exceptions to actual Terms and Conditions not order of Precedence, or Administrative fee and other areas that are not actual exceptions.
36.	ESBD	ESBD has a "Awards No Solicitation" section - how can we take advantage of that	This Section of the ESBD purpose is to inform vendors when an RFO is completed and fully awarded.
37.	General	Which agencies have released BPAs under TX DIR contracts	Whether you are referencing BPAs as (Blanket Purchase Agreements) or (Business Process Automation); DIR does have a method to collect this type of information. However, you may request through the Open Records Information Act, what agencies may be planning to request these types of projects through the Legislative Budget Board from the Texas Agencies proposed LAR.

	Subject	Vendor Question	DIR Answer
38.	General	If you are not purchasing, what is the solicitation for?	The solicitation Response Training was geared for all DIR Cooperative Program future solicitations. This training used the DBITS platform due to the expecting number of response.
39.	General	What is an RFO = request for?	An RFO stands for Request for Offer which is the solicitation method required for Information Technology purchases.
40.	General	What goods and services are being requested?	The solicitation Response Training was geared for all DIR Cooperative Program future solicitations. This training used the DBITS platform due to the expecting number of response. The DBITS Solicitation will be for Deliverable Based Information Technology Services only.
41.	General	Are the solicitations easy to understand/read/comprehend?	Yes, and if not please use the Q&A time to ask questions that will help you prepare a correct response.
42.	General	Are the expectations realistic?	Yes, the key is to meet the scope of the solicitation.
43.	General	Are they meant for all small business (any one between one - 500 employees)?	The solicitations are written with the DIR customers in mind, and the opportunity to qualify for a DIR / Cooperative Program Master contract is open to all vendors and all company sizes.
44.	General	What is the timeline to each step of the process of solicitation?	The timeline for a solicitation varies depending solely on expected number of responses and the overall Scope requirements of a solicitation. In general, the Planning Phase takes approximately 2 months for large solicitations such as DBITS. The Posting period will be 5-8 weeks. The Evaluation Phase varies depending on the number of Responses. The sections of evaluation are: Administrative Review 5-7 days, The Financial review can take anywhere from 30 to 45 days. The Technical evaluation will take anywhere from 60-90 days depending on the number of responses received.

	Subject	Vendor Question	DIR Answer
45.	General	Just to make sure I am understanding correctly, if the service I offer does not have a current open solicitation available, I am not eligible to get listed on the DIR?	First Remember DIR does not have an eligible List of Vendors or Approved Vendor List. A vendor must respond to a solicitation and meet the Scope of a solicitation to be considered for a Cooperative Program master Contract. DIR Cooperative Program is a competitive solicitation program.
46.	General	So, are we applying to be a state vendor? where will the state contact us for goods and services?	No, the DIR Cooperative Program Master Contracts are not a State Vendors List to be contact for future purchases. DIR does not have an application process. DIR will Post Solicitations for vendor to respond and qualify to receive a Master Contract with the DIR Cooperative Program. Vendors are encouraged to Market their contracts to the thousands of Eligible Customer base and will be contacted by our customers via the Contract Contact Information posted to our website. DIR Cooperative Program is a competitive solicitation program.
47.	General	How is this different from ITSAC?	The ITSAC contracts are for DIR Customers to supplement their own staff. (So, employees on site for specific job descriptions that does not have an end date) DBITS is a Deliverable Based IT Services geared towards specific projects that requires an SOW, which will have a beginning and an end date.
48.	Negotiations	There are a lot of steps involved, do you have a simple checklist of steps to follow up to the final stage or negotiation?	The process requires a vendor to respond to a Solicitation, each solicitation will provide a check list for the necessary documents for a complete response. Once a Solicitation is opened the evaluations begin and what happens after the evaluations are concluded will be communicated by the Procurement Lead to the respondents.
49.	General	Can we bid on partial requirements - can we fulfill certain portions that we can fulfill only - would you accept partial bids?	Yes, most solicitations will communicate through the RFO Scope whether partial responses are allowed or not. The upcoming DBITS solicitations will have several categories and yes, vendors may propose to provide response to some of the categories (partial response)

	Subject	Vendor Question	DIR Answer
50.	Signatures	Are electronic signatures permissible?	Yes.
51.	CMBL	Where will find CMBL details	The Centralized Master Bidders List (CMBL) is part of the Comptroller's Office system that is connected to the ESBD notices via the NIGP code. Here is the link for additional information: https://comptroller.texas.gov/purchasing/vendor/cmbl/
52.	General	Is there a fee associated with DIR award? Are there a monthly fees total sales when you sell to DIR members? Even if we are awarded the cooperative, do we still need to submit competitive bids along with other awardees? How does DIR compare to Region 7, TIPS, and BuyBoard?	DIR does not have an associated cost for a DIR Cooperative Contract award. DIR does have a Sales Administrative Fee that is paid on a monthly basis based on your company sales. If a company does not have any sales, there is no fee. The DIR Cooperative Program is a Self-Served program where our customers deal directly with the awarded vendors. How a customer request quotes from vendors or how many quotes they request is entirely up to the customer internal procurement rules, regulations and Processes. i.e. A State Agency and a County or City do not have the same procurement requirements, as well as any of our other volunteer customers.
53.	General	What is the website for the CMBL vendor registration?	The Centralized Master Bidders List (CMBL) is part of the Comptroller's Office system that is connected to the ESBD notices via the NIGP code. Here is the link for additional information: https://comptroller.texas.gov/purchasing/vendor/cmbl/
54.	General	Is ITSAC annual, correct? Is that the same for DBITS?	DIR Cooperative Program contract terms are for 5 years so ITSAC and DBITS contract are in the same contract terms.

	Subject	Vendor Question	DIR Answer
55.	Exhibit B Vendor History and Experience	Exhibit B - 2) Technology Category: How can we distinguish between services and related services?	The RFO will have a definition section, and it will explain these two types of services. In general, Related Services refers to product Maintenance and Technical Support and sometime Training when is offered by the Manufacturer. Other Services references the type of services the vendor does with internal staff such as Implementation, integration, configuration etc. But again, it is always better to follow individual RFO definitions.
56.	Scope	We provide a lot of services that we believe would qualify us for this DIR solicitation, can we present multiple services in the application?	yes, any vendor can propose different services under the DBITS solicitation, just make sure it follows the categories, which will be identified in the RFO-Documents when this solicitation is posted.
57.	Exhibit B	Technology Category: " - WHERE is this Exhibit reference from - Are they referring to any document here? If yes, can you pls chare the document here?	Exhibit B, in general, is in relation to the Scope of a Solicitation, and whatever categories it pertains to the RFO - Scope posted. It varies from RFO to RFO depending on the what is required. I can share an example of one type, but it is not the same for all solicitations. Example: Software COTS categories were Software Licenses, SaaS = Software as a Service, or Related Services.
58.	General	Are these electronic forms or paper forms that we are filling?	DIR Forms/Solicitation Exhibits are provided in electronic form i.e. Word Document or Excel Spreadsheet (vendors may choose to fill out electronically, however the ones requiring signatures may need to be printed signed and uploaded. At this time DIR requires the response documents to be filled out and uploaded to the VIS portal response system.
59.	General	COOP and DIR, are they the same?	No, DIR and COOP are not the same thing. DIR is the Agency that provides the State of Texas Information Technology purchasing options and guidelines plus a lot of other services. The Cooperative Contracts is a program under the Chief Procurement Officer Division within DIR, that establishes master contracts to be used by State Agencies and the many authorized volunteer customers.

	Subject	Vendor Question	DIR Answer
60.	General	So, if we are a staffing consulting firm would we explain that as the type of consulting/staffing we do?	I am not sure what exactly type of Consulting your company do, however the first thing to verify is the scope of work on a solicitation, and that will help you determined if your company services are eligible to respond. (Staffing Consulting could mean a lot of things, and without the proper context it is hard to provide a direct answer.) Please re-phased and ask again in the next round.
61.	Exhibit B Vendor History and Experience	And are these years of experienced focus on Texas only? For example, Education, does that include Education organizations in Texas only or nationwide?	Under Exhibit B the vendor will demonstrate his company experience in relation to the categories that it is selecting to propose. Any question regarding sales and experience is not directed to only Texas unless the question itself says so. Again, this type of request will be based on the solicitation at hand scope and directions provided to vendors at the pre-proposal conference.
62.	Exhibit B Vendor History and Experience	If there has been no work done for a government agency or entity, how do we indicate services provided?	If the question is related to your experience in Government or public entity you may simply answer NA.
63.	Exhibit B Vendor History and Experience	Can I plan to bid only on a specific category in a RFP for example when the scope of the project includes technical work and service work, is it possible for me to only bid for the services part only?	First you must pay attention to the Solicitation Scope and Requirements, if it is a service only solicitation then you can respond with only services, but if a Solicitation requires products and services the Scope may not allowed for a services only response. A services only vendor may become a subcontractor under a prime vendor to provide the services while the prime vendor provides the products.
64.	General	What is DBIDS?	DBITS is a Deliverable Based IT Services geared towards specific projects that requires an SOW, a beginning and an end date. Please review the Pre-Solicitation notice for the NIGP codes and Categories that we are planning on soliciting.

	Subject	Vendor Question	DIR Answer
65.	Exhibit B Vendor History and Experience	For Exhibit B - If it is a teaming opportunity, do we combine experience or do we only provide experience details for the lead or prime?	A group of vendors cannot respond to a solicitation, there is a Prime vendor responding and they have the opportunity to recruit Subcontractors which will be documented in the HUB Subcontracting Plan. Remember, each Solicitation will provide vendors with detailed instructions as to what is required in the field of experience. However, understand that the Prime Vendor is who is being evaluated and the data provided should be for the Prime only.
66.	General	What if we worked as a sub only in government projects?	If you worked as a subcontractor and now is responding to a solicitation as a prime, and the work you did is relevant to the RFO Scope and categories such experience can be used, just make sure to specify that it was a sub-contracting experience.
67.	General	Can I plan to bid only on a specific category in a RFP for example when the scope of the project includes technical work and service work, is it possible for me to only bid for the services part only?	First you must pay attention to the Solicitation Scope and Requirements, if it is a service only solicitation than you can respond with only services, but if a Solicitation requires products and services the Scope may not allow for a service only response. A service only vendor may become a subcontractor under a prime vendor to provide the services while the prime vendor provides the products.
68.	General	Hi there! What if all our experience and clients were from working for other companies - not ours?	If you worked as a subcontractor/or employee and now is responding to a solicitation as a prime, and the work you did is relevant to the RFO Scope and categories such experience can be used, just make sure to specify where and how this experience relays to the Solicitation Scope.
69.	General	Can you share a sample response for a vendor submission From start to end As a new vendor to the submission of RFO.	You may request a previous vendor response file through the DIR Open Records Request which is govern by the Texas Public Information Act. Here is the link: https://dir.texas.gov/site-policies/texas-public-information-act

	Subject	Vendor Question	DIR Answer
70.	General	if I have any confusion/question related to RFO, who could be the best point of contact to reach out?	DIR assigns a Procurement Lead for each solicitation. When asking questions regarding an RFO/Solicitation reference the point of contact section.
71.	General	Can I request and courtesy review of my paperwork, if yes whom I should contact and ask for courtesy review?	DIR assigns a Procurement Lead for each solicitation. When requesting assistance regarding an RFO/Solicitation reference the point of contact section. For HUB Plan Review contact dir.hub@dir.texas.gov. For Accessibility assistance contact: statewideaccessibility@dir.texas.gov
72.	General	What to do then for Small Business that only provide services not sale product? Are we going to provide software we use knowing we do not have sales experience?	The key point to remember regarding providing Services Only is: 1. Make sure the RFO/Solicitation Scope and Requirements allows for services only response. 2. If the Scope and Requirements does not allow for services only respond small business should look into becoming a Subcontractor to provide services under a prime vendor.
73.	General	Is there any place where we can see all the RFO's from different state agencies like education; revenue; hospital etc.?	For the State of Texas vendors can go to the ESBD for view open solicitations. https://www.txsmartbuy.gov/esbd
74.	General	Can you share Texas franchise report link?	The comptrollers web site for Franchise Tax information is: https://comptroller.texas.gov/taxes/franchise/ The site used for checking the status of a Franchise Tax account is: https://mycpa.cpa.state.tx.us/coa/search.do?userType=private

	Subject	Vendor Question	DIR Answer
75.	General	Are purchasing thresholds for state agencies only? Do the thresholds apply to non-state agencies and will they have their own purchasing processes and still use DIR COOP contracts.	Every DIR Customer mandatory (State Agencies) and Volunteer customers such as County, City etc. Have their own set of procurement rules, regulations and internal policies and procedures. The State Agencies will first follow the minimum requirements of DIR Threshold and number of quotes required. The other customers will follow whatever Threshold set by their own organization when using the DIR Cooperative Contracts. (Remember a lot of our customers can go to the DIR Contract awarded vendor directly and buy what they need)
76.	General	Do we also need to add discount for services too? like if there's development or project management work involved, will that need to be discounted?	The RFO / Solicitation will have the requirements spelled out for pricing requirements. Professional Services Solicitation such as DBITS do not require pricing to be provided, therefore there is no discounted to negotiate. However, be mindful and be aware of each RFO/Solicitation Scope and requirements for pricing and discounts.
77.	General	Trying to understand the larger picture: We can bid for solicitations on ESBD, by registering through DIR Portal, and if we win the solicitation, are we considered an approved vendor for other future requirements?	No, that is not correct. A vendor will respond to a Cooperative Solicitation/RFO in order to compete for a DIR Cooperative Contract award. When a contract is awarded, this will make the vendor a DIR COOP Contract Holder, and eligible to sale and respond to the DIR approved customer list. Any vendor with or without a DIR COOP contract may respond to solicitations posted to the ESBD at any time.
78.	General	How do we market to DIR customers? - Directly, or are there other common methods?	Each vendor will market according to their company strategies, as a DIR COOP Contract Holder you can request to meet with customers, contact them via any avenue your company uses for marketing. The DIR Data portal does provide a list of customers contact information.

	Subject	Vendor Question	DIR Answer
79.	General	Is it possible to have the same products under two DIR contracts? For example, We sell recording licenses. Can they be under a contract for technology-based recording as well as a contract for software simultaneously?	Yes, a vendor may have as many contracts as they qualify for it. Once a vendor responds to an RFO and receives an award. DIR strongly recommends that vendors be selective as to how many contracts you want to maintain and keep up with all the requirements. Just be strategic when determining the number of solicitations, you are responding and possible number of contracts you can maintain.
80.	General	Could you please clarify your earlier comment on a vendor responding as a prime and a sub-contractor?	A prime vendor, let say vendor "X" can responded to a solicitations as a Prime vendor, which will be evaluated and if you make it to the negotiations phase you may be awarded a contract. Meanwhile in the same solicitation vendor "X" can have an agreement with other Primes let's say vendor "Y" and Vendor "Z" and Vendor "X" will be part of the Prime vendors HUB Plan. In this situation the Primes (Yand Z) are the one evaluated and getting a contract, the HUB plan allows the Primes (Y and Z) to use vendor "X" listed under their HUB plans to do the services under the awarded contracts as a subcontractor, which will be paid by the Primes and will take assignments from the Prime.
81.	General	Is this for IT companies only?	Yes, I am pretty sure if you are not an Information Technology Services Company this Solicitation does not apply to you.
82.	General	What percentage of DBITS partners on the previous contract actually got work under the vehicle?	Out of 95 Active Contracts 66% generated a total of $236,031,693.87 and these will continue to generated sales for approximately 1 to 2 years before the contracts expires.
83.	General	Do you have goals for numbers of contracts to award?	Not at this time, that decision is made based on number of responses that makes it to the final evaluation phase and are withing the competitive break.
84.	General	Explain the difference between a reference or project that is government versus non-government, Is there a precedence?	Please re-phase this question. For a short definition of each customer base check out the DIR customer eligibility page at: https://dir.texas.gov/it-solutions-and-services/customer-eligibility

	Subject	Vendor Question	DIR Answer
85.	General	Will invitations for the DBIDs come to those attending today's meeting? Someone forward me this meeting email.	Solicitation Notices are sent out by the ESBD, based on your CMBL registration, and as a courtesy DIR will send out notices to the CMBL active vendor list as well as to the vendor approved supplemental vendor list. DIR encourages vendors to visit the ESBD on a daily basis to keep up with solicitations that applies to your company.
86.	General	We did not receive the pre-solicitation notice. Is there a way to ensure we receive the Solicitation/Pre-Proposal notifications?	You must be a CMBL active vendor to receive formal notices from the ESBD. The DIR courtesy notices goes out to the CMBL list as well as current vendors with contract, and any vendor that requested to be on the supplemental list.
87.	General	So, DUNS registration is required? or can we use CAGE code?	DIR internal process has determined that for our solicitations the Financial Stability Review will be done through the Duns and Bradstreet report. DIR will not use CAGE for Financial reviews at this time.
88.	General	Everybody has gone away with using DUNS. Why are you still using it?	DIR internal process has determined that for our solicitations the Financial Stability Review will be done through the Duns and Bradstreet report.
89.	General	Past customers are busy. They don't respond to references quickly. How does slow references impact the application?	First and Foremost, DIR does not have an Application Program for Vendors. Every vendor must respond to a Solicitation to be considered for a Cooperative Contract award. References when requested as part of a Solicitation become part of the Exhibit B Vendor History and Experience evaluation score. (If DIR does not receive references for a vendor, that does not penalize the vendor scoring)
90.	General	Is there a price cap on DIR Coop Solicitations?	For the State Agencies there is 10-million-dollar threshold that requires them to go through a regular procurement advertising process. These will be posted to the ESBD.
91.	General	What's the frequency to publish solicitations? sometimes I don't see solicitation for weeks.	DIR Cooperative Program has a Solicitation Schedule for each Physical Year, and they are posted in accordance with the Schedule approved by DIR upper management. See DIR Schedule of Solicitation Opportunities | Texas Department of Information Resources.

	Subject	Vendor Question	DIR Answer
92.	General	Are the open solicitations based on the codes you have provided in CMBL?	Yes, any Texas Solicitation or request for quotes will have an NIGP code that relates to purchase of what is being requested.
93.	General	When can we expect the solicitations to be posted?	Early December 2024. Unless Management determines to wait due to the upcoming legislative session.
94.	General	Are notices of upcoming solicitations or renewals for active contract awardees sent out to notify when a contract is coming up for renewal?	DIR COOP Procurement will send out notices to vendors as a courtesy, remember DIR is not responsible for notifying vendors. As a courtesy we will take all the current awarded vendor list in the system, and the respondents from the last solicitation that did not get a contract, and add to the CMBL active vendors list to send out notices for Pre-solicitation, Conferences, Market engagements etc. In order to receive the correct notices a vendor must: 1. Know their own RFO Number from which the contract was awarded (we published this along with the Pre-Solicitation notice) and 2. Vendors must keep all contact information throughout the systems updated. The Contract Management Team (CMO) does provide vendors with the accurate notices based on DIR Terms and Conditions. Renewal notices will go out within 90 days prior to expiration date. Extension and Termination are 60 days. Regardless of any notices, vendors are responsible and should be aware of their contract terms and inquire about it any time.
95.	General	If your company is already in DBITS they don't need to participate in this Re-Solicitation, correct?	NO, that is not correct. By having a current DBITS contract makes it so you must respond to this solicitation if you plan to continue serving your current customers.

	Subject	Vendor Question	DIR Answer
96.	General	Hourly rates are not allowed on DBITs. How do we handle when an agency requests hourly rates on their DBITs SOW solicitation?	The Statement I made that in the DBITS solicitation hourly rates and pricing was not going to be evaluated or requested, because this is a service solicitation with too many variables to consider for pricing. However, when a customer requests a quote along with an SOW vendors will provide pricing according to the SOW requirements and customers' directions.
97.	General	You mentioned that the DBITS solicitation will be different this year. Where will it be different?	This has not been completely determined; however, one area that is underway is the DIR Standard Terms and Conditions that incorporates changes since 2021. The other changes that may occur have not been determined as the planning phase is still underway.
98.	General	If DBITS is only for services, i.e., it does not include hardware or software, why is a VPAT required?	This solicitation is still in the planning phase and there has not been a decision made as to what type of Accessibility forms will be required, at this time we know that PDAA will be required of all respondents, and VADSIR will be required for any vendors proposing development categories.
99.	General	If DBITS is only for services, i.e., it does not include hardware or software, why is a VPAT required?	This solicitation still in the planning phase and there has not been a decision made as to what type of Accessibility forms will be required, at this time we know that PDAA will be required of all respondents, and VADSIR will be required for any vendors proposing development categories.
100.	General	The bulk of the work that our company does is providing network connectivity. Will there be opportunities for us to bid on the structured cabling portions of these jobs?	No, Cabling Services is not a category under this solicitation. DIR does have a separate application for these services. The new cabling products and services solicitation will start planning activities late in FY2025, the solicitation will be posted in FY2026.

	Subject	Vendor Question	DIR Answer
101.	General	Often, our responses rely on the Q&A. Will there be a due date on the Answers to be given? Will there be indications on if the answers are delayed - will the due date be extended.	Every solicitation have a Q&A period and an addendum posted shortly after the Pre-Solicitation Conference. Depending on the number of questions coming in DIR will post additional addendums to cover all questions received up to the due date of the Q&A period set by the solicitation requirements. DIR will determine an extension of the RFO/Solicitation closing date is needed based on many factors.
102.	General	Not really sure why ERP was called out separately.	The categories shown on the Pre-Solicitation Notice as just that a sample of what could be incorporated into the new solicitation. There are plans to define and combine categories in a way that makes sense to the industry as part of the planning phase.
103.	General	When will the solicitation open?	The RFO/solicitation will open approximately 8 weeks from the posting date. Currently the posting date is planned for early December.
104.	General	How do we find out if there are any projects in IBM Tririga implementations, upgrades and production support available and when they might come out? Some of the departments are currently using IBM Tririga.	DIR does not have the ability to provide information on what our customers are planning to procure through the Cooperative Program Contracts. The best way to stay on top of upcoming solicitations is to visit the ESBD regularly and to make sure you have the correct NIGP for search reasons.
105.	General	We haven't seen any implementation or upgrades or production support for IBM TRIRIGA software which is used by state currently. Is this outside of DIR, can you let us know if there is a different channel to receive these RFP's. Thank you	The best way to stay on top of upcoming solicitations is to visit the ESBD regularly and to make sure you have a CMBL active registration and have the correct NIGP codes identified so that the system may send you notices when such solicitations/RFO are posted. Also, you can determined who has the IBM brand on their Software awarded contracts and see about becoming a Subcontractor to do the services for a prime vendor. Remember RFP (Request for Proposals) are used for the purchase of Commodities and Services not related to Information Technology. RFO (Request for Offers) is what is used for Information Technology related purchases.

	Subject	Vendor Question	DIR Answer
106.	General	What characteristics of a marketing plan have been successful for incumbent vendors?	That is not the information I can provide at this time, you can request this information based on the Texas Public Information Act, through the DIR Open Records portal for the top scoring vendors for Exhibit C Marketing Plan and Customer Support for RFO 553. Link to the DIR open records request https://texasdir.mycusthelp.com/WEBAPP/_rs/(S(mmcz5bvpgefwwg0pxr4cizrd))/supporthome.aspx.
107.	General	If our company is headquartered outside of Texas, but has offices that we do business from in Texas, how should we provide those different addresses (Headquarters vs. local office)	Under Exhibit A Respondent Information form there are places for vendors to list all their facilities serving the Texas customer base. However, vendors must list their corporate address in the Exhibit A, Question #6 Principal Place of Business (Corporate Address).
108.	General	So, use Other to indicate services provided to Private commercial companies?	This question is not clear, therefore please rephase and ask again during the next round.
109.	General	Question 5 has Texas State Agencies repeated.	This question is not clear, therefore please rephase and ask again during the next round.
110.	General	The categories listed on the slide were combined in the previous solicitation into 4 main categories. Will that be the same in the new procurement?	The RFO scope has not been decided yet, but we are planning to use the current combined categories as a starting point.
111.	General	Can you let us know if the categories will change, or if they will reflect the 4 categories under the current DBITS contract?	The RFO scope has not been decided yet, but we are planning to use the current combined categories as a starting point.

	Subject	Vendor Question	DIR Answer
112.	General	Can a newly formed Joint Venture qualify for award based on the fund and past performance of the two JV partner companies. Duns do not fund*	Two companies cannot get together and solicit a contract response to a solicitation. One or the other must be the prime and the other the subcontractor. There is no joint solicitation response within the program. If the Joint Venture is formed as an entity with the Texas Secretary of State, they could possibly submit the bid in the name of the Joint Venture and explain each partner's roles/expertise, but we can only contract with one entity.
113.	General	Will the training slides and Conference recordings links to YouTube be shared with the attendees?	Yes, an Email was sent out 10/29/2024, to all attendees with the following links and PDF files of the Slides. https://youtu.be/t6zma-4LmKE Oct 28, 2024, DBITS Vendor Marketing Forum, https://youtu.be/BJ5eesF08S0 Oct 11, 2024, Responding to the COOP Solicitations (Session 1) https://youtu.be/pXs_7YI6YS8 Oct 11, 2024, Responding to the COOP Solicitations / BIDSTAMP (Session 2) - The October 15th Session was not recorded due to Technical difficulties. DIR Held two major events in October not related to this solicitation or trainings. 1. DIR Discover was held on 10/22/24 and 2) DIR Connect was held on 10/23/2024. These events were available to current vendors holding a DIR Contract to rent a booth and interact with our customers. These events are held every two years. For more information on DIR upcoming events visit the DIR site calendar of events at https://dir.texas.gov/events

	Subject	Vendor Question	DIR Answer
114.	General	NIGP code training would be helpful!	DIR Cooperative Program will be providing some type of training on the NIGP Codes and how it is used within the State of Texas procurement. However, meanwhile vendors may check out the Comptrollers web site for additional information and FAQs. https://comptroller.texas.gov/purchasing/nigp/
115.	General	Is there any plan to schedule training sessions for new/small businesses focused on sub-contracting and networking with Prime's?	This is something I can proposed to Management, and the HUB office but as of today I do not know of any such training.
116.	General	Can DIR help an agency with SOW response formats? I understand that DIR has to approve agencies SOW, but several SOW response requirements many times are repetitive or unclear. Need better organization in the SOW response format. It is very time consuming for a vendor to respond to an SOW with unclear instructions.	DIR understands and recognize that our customer will need additional training on preparing SOW for specific projects. At this time there are several options under discussion by the legislative and DIR management, requesting that a Certification for IT procurement be required of all procurement personnel that works with Information Technology purchases of any kind. Meanwhile if a SOW is not clear please reach the DIR SOW review team to request clarification and assistance in communicating issues with our customers.
117.	General	Is there any training videos that covers marketing and best practices?	No, unfortunately DIR does not offer such training. But it is a good topic to suggest for future trainings.
118.	Accessibility	Who would be the contact to get assistance on the VPAT? And PDAA	Contact statewideaccessibility@dir.texas.gov and copy the DIR procurement lead.

	Subject	Vendor Question	DIR Answer
119.	Accessibility	For the PDAA metrics we don't want a 0 score. Is there a minimum goal score?	There is not a minimum score. When completing the PDAA, consider the following: •Ensure that your PDAA is complete. Do not skip sections or leave score fields blank. •If a section does not apply to you, enter a score of zero. •Answer all appropriate questions including sub questions within a section. •Scoring is based on numeric values and will automatically total at the bottom of the form. •Even organizations with an immature accessibility policy have a score greater than zero.
120.	Accessibility	I think you mentioned this but want to confirm. VPATS are for products, not services, correct?	Correct. The VPAT is for products not services. Products require an Accessibility Conformance Report (ACR) for each product offering. The ACR is derived from testing a product against WCAG standards and completing a Voluntary Product Accessibility Template (VPAT) which records how the product conforms to the WCAG 2.1 AA success criteria. A blank VPAT was included in the solicitation.
121.	Accessibility	Can you explain VPATS again? Is there a form to be downloaded now or does each manufacturer have to supply their own form? This was confusing.	The VPAT is for products not services. Products require an Accessibility Conformance Report (ACR) for each product offering. The ACR is derived from testing a product against WCAG standards and completing a Voluntary Product Accessibility Template (VPAT) which records how the product conforms to the WCAG 2.1 AA success criteria. A blank VPAT was included in the solicitation. Manufacturers should complete the VPAT. Resellers should request the ACRs from the manufacturers listed in the solicitation response. The vendor responding to this solicitation is responsible for providing an ACR for each product listed in the solicitation response.
122.	HUB	Do you accept TX HUB and Houston Minority business development counsel certifications?	DIR recognizes the State of Texas HUB certification.

	Subject	Vendor Question	DIR Answer
123.	HUB	Is there data available that shows areas where spending is not being met on an annual basis by minority business?	Copies of annual and semi-annual agency reporting is located on the Comptroller's website and other financial information data.texas.gov.
124.	HUB	Is partnering with a HUB a requirement?	The State of Texas HUB program is a Good Faith Effort.
125.	HUB	Using the DBITS as an example, are HUB firms allowed on the initial contract proposal team and will the qualifications of those firms be considered in the evaluation of the overall team or will only the qualifications of the Prime firm considered.	All vendors you plan to utilize in fulfillment of a contract should you be awarded are to be listed on the HUB Subcontracting Plan. In regard to the Evaluation, the vendor qualifications under a HUB plan is part of the vendor history and experience evaluation.
126.	HUB	What does not enough workshare for a HUB mean when an organization is a Texas HUB on the CMBL?	Need more information to give an accurate answer.
127.	HUB	Are there any upcoming webinar on HUB HSP? where can we see any past videos on HUB	DIR HUB has videos posted to the DIR YouTube on how to complete each Method of the HUB Subcontracting Plan.
128.	HUB	Can you type the hub one on one link in here please?	The HUB mailbox is: dir.hub@dir.texas.gov
129.	HUB	Is it mandatory to have a hub company as a partner while applying for a solicitation?	The State of Texas HUB program is a Good Faith Effort.
130.	HUB	Is Method B required even if you are self-performing?	If you intend to self-perform a contract, should you be awarded, you will complete the self-performing Method, completing Sections 1,2,3, and 4.
131.	HUB	When competing for a response for DBITS, is the HUB subcontracting plan the only section where we discuss subcontractors?	Yes. When completing the HUB Subcontracting Plan, you will list all vendors you plan to utilize in fulfillment of a contract, HUB and non-HUB.

	Subject	Vendor Question	DIR Answer
132.	HUB	My company is a Service-Disabled Veteran Owned Business. Is that included in your HUB program?	Texas Government Code, https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2161.htm Yes, service-disabled veterans is an eligible category under the HUB certification.
133.	HUB	Does the HUB plan information need to be submitted before the RFO release? Or do we submit by the DUE date for our response.	A complete, signed HUB Subcontracting Plan is a required document due with your proposal/bid response. The HSP is a pass/fail document.
134.	HUB	where can we get detailed info on HUB reporting requirements?	For HUB specific information, please reach out to the DIR HUB office, dir.hub@dir.texas.gov or visit the Comptroller's website https://comptroller.texas.gov/purchasing/vendor/hub/forms.php.

Addendum 1 Attachment Documents:

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

ttendee Report

eport Generated: 3/5/2025 16:01

Topic	Actual Start Time	Actual Duration (minutes)	# Registered	# Cancelled	Unique Viewers	Total Users	Max Concurrent Views	Enable Registration
DBITS Pre-Solicitation Conference DIR-CPO-TMP-593	3/4/2025 13:26	147	456	0	382	538	399	Yes

ttendee Details

Attended	Organization	User Name (Original Name)	First Name	Last Name	Email	Address	City	Country	Zip/Postal Code	State Province	Phone	Industry	Job Title	Registration Time	Approval Status	Join Time	Leave Time	Time in Session (minutes)	Is Guest
Yes	Atos	margie powers	margie	powers	margarita.powers@atos.net	9500 Metrick Boulevard	Austin	US	78758	TX	5123503185	Government - State & Local	Account Executive	2/20/2025 8:37	approved	3/4/2025 14:01	3/4/2025 15:01	61	Yes
No	SignatureAdvisoryPartners.com	Dillon	Dillon	Becker	dillon.becker@signatureadvisorypartners.com	8710 Dietz Elkhorn Road	Boerne	US	78015	TX	5128787455	Consulting	Co-Founder	2/20/2025 10:33	approved	--	--	--	--
Yes	SignatureAdvisoryPartners.com	Hershel Becker	Hershel	Becker	Hershel.Becker@signatureadvisorypartners.com	10952 FM 2621	Brenham	US	77833	TX	5128783936	Consulting	CEO	2/20/2025 10:34	approved	3/4/2025 14:01	3/4/2025 15:28	87	Yes
Yes	SignatureAdvisoryPartners.com	Hershel Becker	Hershel	Becker	Hershel.Becker@signatureadvisorypartners.com											3/4/2025 14:02	3/4/2025 15:17	76	Yes
Yes	Presidio Networks Solutions Group, LLC	Charlie Pierce	Charlie	Pierce	cpierce@presidio.com	3340 Peachtree Rd., Suite 2700	Atlanta	US	30326	GA	7062489556	High Tech - Other	National Capture Manager	2/20/2025 13:56	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Kapsch TrafficCom	Brenda Brady	Brenda	Brady	brenda.brady@kapsch.net	409 Ladysmith Drive	Simpsonville	US	29681	SC	864-906-5722	Transportation & Distribution	Sr. Solution Consultant	2/20/2025 15:50	approved	3/4/2025 14:12	3/4/2025 15:53	101	Yes
Yes	Indigo Beam	Marcelo Cazini	Marcelo	Cazini	marcelo.cazini@indigobeam.com	10375 Richmond Ave #850	Houston	US	77429	TX	713.335.1557	Consulting	VP of Sales and Operations	2/20/2025 15:54	approved	3/4/2025 14:01	3/4/2025 14:59	58	Yes
Yes	Indigo Beam	Marcelo Cazini	Marcelo	Cazini	marcelo.cazini@indigobeam.com											3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Indigo Beam	Marcelo Cazini	Marcelo	Cazini	marcelo.cazini@indigobeam.com											3/4/2025 14:01	3/4/2025 15:00	60	Yes
Yes	Indigo Beam	Marcelo Cazini	Marcelo	Cazini	marcelo.cazini@indigobeam.com											3/4/2025 14:01	3/4/2025 15:30	89	Yes
Yes	Indigo Beam	Marcelo Cazini	Marcelo	Cazini	marcelo.cazini@indigobeam.com											3/4/2025 15:16	3/4/2025 15:26	10	Yes
Yes	MTX Group, Inc	Chris Schonhoff	Chris	Schonhoff	chris.schonhoff@mtxb2b.com	6303 Cowboys Way, Suite 400	Frisco	US	75034	TX	2142632255	Consulting	Client Partner	2/20/2025 16:07	approved	3/4/2025 14:18	3/4/2025 14:33	16	Yes
Yes	MTX Group, Inc	Chris Schonhoff	Chris	Schonhoff	chris.schonhoff@mtxb2b.com											3/4/2025 14:10	3/4/2025 14:18	8	Yes
Yes	RFD & Associates, Inc.	Tom Lynch	Tom	Lynch	tlynch@rfdinc.com	3267 Bee Caves Rd, Suite 107-61	Austin	US	78746	TX	5124269613	High Tech - Other	Client Engagement Manager	2/20/2025 16:37	approved	3/4/2025 14:01	3/4/2025 15:11	70	Yes
Yes		Tom Lynch	Tom	Lynch	tlynch@rfdinc.com											3/4/2025 15:10	3/4/2025 15:53	43	Yes
Yes	DSTC, LLC	Dionne Smith	Dionne	Smith	dionne.smith@dstcllc.com	1910 Pacific Ave Ste 2000	Dallas	US	75201	TX	3013168202	Consulting	Principal	2/20/2025 17:51	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Ardent Technologies INC	Vas Appalaneni	Vas	Appalaneni	txbids@ardentinc.com	6234, Far Hills Avenue	Dayton	US	45459	OH	9373121345	Software - Other	CEO	2/21/2025 5:57	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	V Group Inc.	Brijesh Ravi	Brijesh	Ravi	brijeshr@vgroupinc.com	379 Princeton Hightstown Road, Bldg. 3 Unit 2A	East Windsor	US	8520	NJ	6098300199	Consulting	Manager - IT Consulting Services	2/21/2025 8:01	approved	3/4/2025 14:01	3/4/2025 14:53	53	Yes
Yes		Brijesh Ravi	Brijesh	Ravi	brijeshr@vgroupinc.com											3/4/2025 14:26	3/4/2025 14:38	12	Yes
Yes	Enterprise Solutions, Inc	JiAe Sohn	JiAe	Sohn	jsohn@enterprisesolutions.net	3110 Fairview Park Dr., Ste 120	Falls Church	US	22042	VA	8603387862	Consulting	Program Director	2/21/2025 8:54	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	StaffingAI	Mohit Goyal	Mohit	Goyal	mo@staffingai.co	3103 Bee Caves Rd, Suite 135	Rollingwood	US	78746	TX	5122178318	Consulting	CEO	2/21/2025 9:17	approved	3/4/2025 14:03	3/4/2025 15:18	76	Yes
Yes	Loblolly Consulting	Jerry Malott	Jerry	Malott	jmalott@loblollyconsulting.com	1401 Lavaca St, #624	Austin	US	78701	TX	5123205421	Consulting	President	2/21/2025 9:18	approved	3/4/2025 14:05	3/4/2025 15:53	108	Yes
Yes	CHANDRA TRECHNOLOGIES INC	ANNA RAMACHANDRAN	ANNA	RAMACHANDI	anna@chandratech.com	708 HEARTLAND TRL STE 3800	MADISON	US	53717	WI	6088369922	Government - State & Local	DIRECTOR - OPERATIONS	2/21/2025 9:19	approved	3/4/2025 14:03	3/4/2025 15:53	110	Yes
Yes		ANNA RAMACHANDRAN	ANNA	RAMACHANDI	anna@chandratech.com											3/4/2025 14:01	3/4/2025 14:03	3	Yes
No	Claritics LLC	Robel	Robel	Gebremichael	robel.gebremichael@claritics.com	9614 Sandia Springs Cir	Cypress	US	77433	TX	9524869533	High Tech - ISP	CEO	2/21/2025 9:19	approved	--	--	--	--
Yes	Spruce Technology, Inc.	Jose Ortiz	Jose	Ortiz	jortiz@sprucetech.com	1149 Bloomfield Ave., Suite G	Clifton	US	7866	NJ	862-225-9302	High Tech - ISP	Director of Proposal Management	2/21/2025 9:22	approved	3/4/2025 14:01	3/4/2025 15:00	60	Yes
No	Tucker-Reeves Associates, LLC	Gregory	Gregory	Reeves	Greggreeves@tralic.com	2405 IH35 South	New Braunfels	US	78749	TX	512-761-1839	High Tech - Other	VP Growth & Busy Development	2/21/2025 9:23	approved	--	--	--	--
No	TEKsystems	Mike	Mike	Ricks	mricks@teksystems.com	8300 North Mopac Expressway, Ste. 350	Austin	US	78681	TX	512-813-2153	Consulting	Director	2/21/2025 9:24	approved	--	--	--	--
No	Info-Tech Research Group	Andrew	Andrew	Smith	asmith@infotech.com	3960 Howard Hughes Parkway, Suite 500	Las Vegas	US	89169	NV	1-888-670-8889	Consulting	Bids & Contracts Manager	2/21/2025 9:24	approved	--	--	--	--
Yes	ESI	Joey Rosel	Joey	Rosel	jrosel@enterprisesolutions.net	3110 Fairview Park Dr Ste 120	Falls Church	US	22042-4536	VA	855-374-4663 x705	Consulting	Business Development Analyst	2/21/2025 9:24	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	Nipun Systems Inc	Hari	Hari	Maralla	hari@nipunsys.com	10105 swan valley lane	austin	US	78759	TX	5124668357	Consulting	President	2/21/2025 9:25	approved	--	--	--	--
Yes	Info-Tech Research Group	Rachel Fazakas	Rachel	Fazakas	rfazakas@infotech.com	3960 Howard Hughes Parkway, Suite 500	Las Vegas	US	89169	NV	1-888-670-8889	Consulting	Bids & Contracts Specialist	2/21/2025 9:25	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Xpedient Technologies LLC	Rajini Balakrishnan	Rajini	Balakrishnan	rajini@xpedienttech.com	4199 Woodhaven Trl	Round Rock	US	78665	TX	512-550-1519	Consulting	Director	2/21/2025 9:26	approved	3/4/2025 14:01	3/4/2025 15:01	61	Yes
Yes		Rajini Balakrishnan	Rajini	Balakrishnan	rajini@xpedienttech.com											3/4/2025 15:02	3/4/2025 15:40	38	Yes
Yes		Rajini Balakrishnan	Rajini	Balakrishnan	rajini@xpedienttech.com											3/4/2025 15:40	3/4/2025 15:53	13	Yes
No	TEKsystems	Jennifer	Jennifer	Siler	jesiler@teksystems.com	7437 Race Road	Hanover	US	21076	MD	4105407700	Other	Sr Proposal Manager	2/21/2025 9:28	approved	--	--	--	--
Yes	EY	Matthew Green	Matthew	Green	matthew.green1@ey.com	401 Congress Ave	Austin	US	78739	TX	5127716987	Government - State & Local	Executive Director	2/21/2025 9:29	approved	3/4/2025 14:01	3/4/2025 14:18	17	Yes
No	TEKsystems Global Services, LLC	Joe	Joe	Bellon	jobellon@teksystems.com	8300 N Mopac Expy, Suite 350	Austin	US	78759	TX	3146205470	High Tech - Other	Client Partner - Texas Public Sector	2/21/2025 9:30	approved	--	--	--	--
Yes	Eight Eleven Group	Steven Gooch	Steven	Gooch	sgooch@brooksource.com	3755 S Capital of TX Hwy	Austin	US	78704	TX	979-777-7063	Consulting	Account Executive	2/21/2025 9:32	approved	3/4/2025 14:01	3/4/2025 15:09	69	Yes
Yes		Steven Gooch	Steven	Gooch	sgooch@brooksource.com											3/4/2025 15:09	3/4/2025 15:49	40	Yes
Yes	Curtis Consulting	Yuri Curtis	Yuri	Curtis	yc@yuricurtis.com	4006 Tidewater Dr.	Houston	US	77045	TX	713-252-8665	Consulting	CEO & Principal Consultant	2/21/2025 9:33	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Cooper Consulting Company	Melynda Caudle	Melynda	Caudle	caudle@cooperconsulting.com	1701 Crossing Pl, 101	Austin	US	78741	TX	5125271000	Consulting	President	2/21/2025 9:33	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	Ibeify	Kalada	Kalada	Opuiyo	kalada@ibeify.io	2105 couch st Unit C	Houston	US	77008	TX	2407157810	High Tech - Other	CEO	2/21/2025 9:35	approved	--	--	--	--
No	PRIMUS Global Services, Inc.	Robert	Robert	Lyon	rob@primsuglobal.com	1431 Greenway Drive, Suite 750	Irving	US	75038	TX	978-430-8422	High Tech - Other	CRO	2/21/2025 9:35	approved	--	--	--	--
Yes	iDominium Corporation	Shahab Kazim	Shahab	Kazim	shahab@idominium.com	12603 Southwest Freeway, STE 515	Stafford	US	77477	TX	713-333-4360	Software - Other	Principal Consultant	2/21/2025 9:37	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Quick Response Systems, Inc	Yinka Adeyemo	Yinka	Adeyemo	yinka@qrsystems.com	701 Dalworth st	Grand Prairie	US	75050	TX	9722639111	High Tech - Hardware	SE	2/21/2025 9:39	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	PRIMUS Global Services, Inc.	Nirav (Nick) Zaveri	Nirav (Nick)	Zaveri	nick@primusglobal.com	1431 Greenway Drive, STE # 750	Irving	US	75038	TX	4052135530	Other	Director - Client Services	2/21/2025 9:41	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	Bresatech	Kristen	Kristen	Young	kristen.young@bresatech.com	6860 Dallas Pkwy #200	Plano	US	75024	TX	4696780190	Support Outsourcing	SVP of Sales and Operations	2/21/2025 9:41	approved	--	--	--	--
Yes	Loblolly Consulting	Jeff Schmitt	Jeff	Schmitt	jschmitt@loblollyconsulting.com	1401 Lavaca St., #624	Austin	US	78701	TX	512.222.5884	Consulting	Chief Delivery Officer	2/21/2025 9:41	approved	3/4/2025 14:01	3/4/2025 14:02	1	Yes
Yes		Jeff Schmitt	Jeff	Schmitt	jschmitt@loblollyconsulting.com											3/4/2025 14:02	3/4/2025 15:53	111	Yes
Yes	Executive Information Systems, LLC	Jonathan Ward	Jonathan	Ward	jward@execinfosys.com	6903 Rockledge Drive, Suite 760	Bethesda	US	20817	MD	301-581-1097	Software - Other	Director of Contracts	2/21/2025 9:42	approved	3/4/2025 14:01	3/4/2025 14:30	29	Yes
Yes	HT Staffing Solutions	Anne Walker	Anne	Walker	anne.walker@htstaffingsolutions.com	7718 Wood Hollow Drive Suite 100	Austin	US	78731	TX	5128722201	Support Outsourcing	Vice President	2/21/2025 9:42	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	TEKsystems Global Services	Lionel Kidd	Lionel	Kidd	lkidd@teksystems.com	5205 N O'Connor Rd Suite 300	Irving	US	75039	TX	(972) 481-7000	High Tech - ISP	Solution Executive	2/21/2025 9:48	approved	3/4/2025 14:02	3/4/2025 15:00	59	Yes
Yes	ALCON DTS	Eduardo Contreras	Eduardo	Contreras	econtreras@alcondts.com	5900 Balcones Drive #240	Austin	US	78731	TX	5128926900	High Tech - Other	CEO	2/21/2025 9:48	approved	3/4/2025 14:01	3/4/2025 15:53	113	Yes
Yes	Slalom	Lilliana Jindia	Lilliana	Jindia	lilliana.jindia@slalom.com	5742 Fox Hunt Ln	West Blomfield	US	48322	MI	7346802302	Consulting	Pursuit Manager	2/21/2025 9:50	approved	3/4/2025 14:42	3/4/2025 15:02	21	Yes
Yes		Lilliana Jindia	Lilliana	Jindia	lilliana.jindia@slalom.com											3/4/2025 14:01	3/4/2025 14:42	41	Yes
Yes		Lilliana Jindia	Lilliana	Jindia	lilliana.jindia@slalom.com											3/4/2025 15:02	3/4/2025 15:53	52	Yes
Yes		Lilliana Jindia	Lilliana	Jindia	lilliana.jindia@slalom.com											3/4/2025 14:15	3/4/2025 15:22	68	Yes
No	KPMG	Chad	Chad	Lersch	clersch@kpmg.com	6920 Larue Belle Cove	Austin	US	78739	TX	7133494120	Consulting	Director	2/21/2025 9:51	approved	--	--	--	--
No	Texas Department of Information Resources	Mark	Mark	Marsh	mark@msmnetsecurity.com	4400 State Hwy 121, Ste 300-1265	Lewisville, TX	US	75650	TX	3129928900	High Tech - Other	President/CEO	2/21/2025 9:51	approved	--	--	--	--
Yes	Mando Technologies Inc	Prashanth Chinta	Prashanth	Chinta	gov@mando.inc	4645, Wyndham Ln, STE 170A	Frisco	US	75033	TX	9453484181	Consulting	President	2/21/2025 9:56	approved	3/4/2025 14:03	3/4/2025 15:53	110	Yes
Yes	Cooper Consulting Company	Robin Walton	Robin	Walton	robin@cooperconsulting.com	1705 Crossing PL #101A	Austin	US	78741	TX	512-527-1000	Consulting	Human Resources	2/21/2025 10:01	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	Applied Curiosity	Sid	Sid	Atkinson	sid@appliedcuriosity.ai	15516 Brodick Dr	Austin	US	78717	TX	5126197796	Consulting	Co-Founder and CEO	2/21/2025 10:02	approved	--	--	--	--
Yes	Symbio	Shaun Daly	Shaun	Daly	shaun.daly@symbioecosystems.com	1401 Lavaca	Austin	US	78701	TX	2144503947	Consulting	President	2/21/2025 10:04	approved	3/4/2025 14:02	3/4/2025 15:42	100	Yes
No	Sunny Pathway, LLC DBA Internet IT	Timothy	Timothy	Bell	tim@internetit.net	7722 Bayou Green Lane	Sugar Land	US	77479	TX	9726724005	Support Outsourcing	CEO	2/21/2025 10:04	approved	--	--	--	--
Yes	System Soft Technologies	Daniel Budd	Daniel	Budd	daniel.budd@sstech.us	5850 Granite Parkway	Plano	US	75024	TX	469-450-5645	High Tech - Other	VP	2/21/2025 10:05	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	CGI	Karen Smith	Karen	Smith	karen.m.smith@cgi.com	2500 Bee Caves Rd	Austin	US	78745	TX	5126261338	Consulting	Director	2/21/2025 10:07	approved	3/4/2025 14:01	3/4/2025 15:29	89	Yes
Yes		Karen Smith	Karen	Smith	karen.m.smith@cgi.com											3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes		Karen Smith	Karen	Smith	karen.m.smith@cgi.com											3/4/2025 14:05	3/4/2025 15:53	109	Yes
No	Applied Decision Technologies Inc	Ram	Ram	Pandit	Rpandit@adectec.com	1810 Briergate Drive	Duluth	US	30097	GA	7707891975	Software - Other	CEO	2/21/2025 10:08	approved	--	--	--	--
Yes	Verdtek, Inc	Dan Treviño	Dan	Treviño	dan.trevino@verdtek.com	7000 N MOPAC Expressway Suite 200	Austin	US	78731	TX	7372360593	Education	Director of Business Development	2/21/2025 10:11	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	IntegrateUs LLC	Sai Kumar	Sai	Kumar	diritsac@integrateus.com	600 Congress Ave, Fl 14 Austin TX 78701	Austin	US	78701	TX	5129483141	Software - Other	Manager	2/21/2025 10:16	approved	3/4/2025 14:01	3/4/2025 15:31	91	Yes
Yes		Sai Kumar	Sai	Kumar	diritsac@integrateus.com											3/4/2025 15:31	3/4/2025 15:53	22	Yes
Yes		Sai Kumar	Sai	Kumar	diritsac@integrateus.com											3/4/2025 14:08	3/4/2025 15:03	56	Yes
Yes	Verdtek, Inc.	Nenad Otanjac	Nenad	Otanjac	nenad.otanjac@verdtek.com	7000 N Mopac Expy	Austin	US	78731	TX	737-236-0551	High Tech - Other	President	2/21/2025 10:24	approved	3/4/2025 14:01	3/4/2025 14:49	48	Yes
Yes		Nenad Otanjac	Nenad	Otanjac	nenad.otanjac@verdtek.com											3/4/2025 14:48	3/4/2025 15:28	40	Yes
Yes	SMX	Shelly Reade	Shelly	Reade	sreade@smxtech.com	12950 Worldgate Dr. Ste 450	Herndon	US	20170	VA	727-215-0427	Government - State & Local	Sr. Director	2/21/2025 10:38	approved	3/4/2025 14:02	3/4/2025 15:53	111	Yes
Yes	Austin Data Logics	John Speer	John	Speer	john@austindatalogics.com	11109 EDGECOMB CV	AUSTIN	US	78737-3510	TX	5124234892	High Tech - Other	CEO	2/21/2025 10:40	approved	3/4/2025 14:46	3/4/2025 15:53	67	Yes
Yes	C&T Information Technology Consulting, Inc.	Jennifer Conway	Jennifer	Conway	sales@candttech.com	601 Quail Valley Drive	Georgetown	US	78633	TX	5126100040	Consulting	Director of Operations	2/21/2025 10:43	approved	3/4/2025 14:01	3/4/2025 14:02	1	Yes
Yes		Jennifer Conway	Jennifer	Conway	sales@candttech.com											3/4/2025 14:05	3/4/2025 15:28	83	Yes
Yes	California Creative Solutions	James Easley	James	Easley	jeasley@ccsglobaltech.com	4010 Wild Turkey Dr	Hickory Creek	US	75065	TX	214-709-2445	High Tech - Hardware	Sr Account Manager	2/21/2025 10:47	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	StaffingAI	Amy	Amy	Degner	amydegner@gmail.com	4301 Charlemagne Ct	AUSTIN	US	78727	TX	5126565173	Support Outsourcing	Operations Director	2/21/2025 10:47	approved	--	--	--	--
No	Inventive Patriots, LLC	Melanie	Melanie	Hellmann	melanie.hellmann@inventive.io	13316 Craven Ln	Manor	US	78653	TX	5127668284	Software - Other	Business Development	2/21/2025 10:53	approved	--	--	--	--
Yes	System Soft Technologies	Rakshanda Nausheen	Rakshanda	Nausheen	rakshanda.nausheen@sstech.us	3000 Bayport Drive Suite #840	Tampa	US	33607	FL	7277230801	Consulting	Proposal Manager	2/21/2025 10:54	approved	3/4/2025 14:02	3/4/2025 15:53	112	Yes
Yes	Allied Consultants, Inc.	Tava Michalik	Tava	Michalik	tmichalik@alliedconsultants.com	1304 West Avenue	Austin	US	78701	TX	5124706942	Government - State & Local	Solution Specialist	2/21/2025 11:01	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Optimum Technology, Inc.	Greg Davda	Greg	Davda	greg.davda@otech.com	9922 Brewster Lane	Powell	US	43065	OH	6147851110	Software - Other	Chief Business Development Officer	2/21/2025 11:04	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Akshar IT Solutions LLC	Celeste Flores	Celeste	Flores	celeste.flores@aksharstaffing.com	17806 IH10W, Suite 327	San Antonio	US	78257	TX	7263482595	Other	Director of Strategic Procurement/Accounts	2/21/2025 11:05	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	AT&T	Linda	Linda	Lopez	ll786n@att.com	9505 Arboretum Blvd	Austin	US	78759	TX	2104609842	Telecommunications	Regional Director	2/21/2025 11:07	approved	--	--	--	--
Yes	Document Logistix	Dan Chiappe	Dan	Chiappe	dan.chiappe@document-logistix.com	19301 W. State Hwy 29	Liberty Hill	US	78641	TX	512-345-4600	Software - Other	Director of Sales	2/21/2025 11:08	approved	3/4/2025 14:01	3/4/2025 15:01	60	Yes
Yes	LaMels Services	Melvin Johnson	Melvin	Johnson	Melvin.johnson@lamelsservices.com	4 Carol Lane	Texarkana	US	75501	TX	9037482103	High Tech - Hardware	Sr VP, Operations	2/21/2025 11:10	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	ResoluteGuard	Jeff Schobel	Jeff	Schobel	jschobel@resoluteguard.com	417 Crescent Pky	Sea Girt	US	8750	NJ	888-728-6030	High Tech - Other	CEO	2/21/2025 11:16	approved	3/4/2025 14:01	3/4/2025 14:57	57	Yes
Yes	Capitol Systems, Inc.	David Baley	David	Baley	dbaley@capsysinc.com	1405 Shelton Ranch Road	Dripping Springs	US	78620	TX	5129636906	High Tech - Other	VP Sales & Marketing	2/21/2025 11:19	approved	3/4/2025 14:56	3/4/2025 15:00	5	Yes
		David Baley	David	Baley	dbaley@capsysinc.com											3/4/2025 14:01	3/4/2025 14:24	23	Yes
		David Baley	David	Baley	dbaley@capsysinc.com											3/4/2025 14:24	3/4/2025 14:31	8	Yes
		David Baley	David	Baley	dbaley@capsysinc.com											3/4/2025 14:31	3/4/2025 14:34	4	Yes
		David Baley	David	Baley	dbaley@capsysinc.com											3/4/2025 14:35	3/4/2025 14:56	22	Yes
		David Baley	David	Baley	dbaley@capsysinc.com											3/4/2025 14:56	3/4/2025 15:00	5	Yes
		David Baley	David	Baley	dbaley@capsysinc.com											3/4/2025 15:00	3/4/2025 15:04	4	Yes
		David Baley	David	Baley	dbaley@capsysinc.com											3/4/2025 15:00	3/4/2025 15:04	4	Yes
		David Baley	David	Baley	dbaley@capsysinc.com											3/4/2025 15:04	3/4/2025 15:53	49	Yes
		David Baley	David	Baley	dbaley@capsysinc.com											3/4/2025 15:04	3/4/2025 15:53	49	Yes
		David Baley	David	Baley	dbaley@capsysinc.com											3/4/2025 14:17	3/4/2025 14:24	7	Yes
		David Baley	David	Baley	dbaley@capsysinc.com											3/4/2025 14:24	3/4/2025 14:56	33	Yes
No	Mighty Citizen	Danny	Danny	Cox	dcox@mightycitizen.com	450 Sinclair St	Reno	US	89501	NV	3128337995	Advertising/Marketing/PR	VP Client Engagement	2/21/2025 11:19	approved	--	--	--	--
No	Accenture	Ruthann	Ruthann	Bertrand	ruthann.bertrand@accenture.com	712 Mercer Place	Huntersville	US	28078	NC	704-562-8265	Consulting	Sr. Contract Manager	2/21/2025 11:22	approved	--	--	--	--

Yes	LaMels Services	LaTonya Johnson	LaTonya	Johnson	Latonya.johnson@lamelsservices.com	4 Carol Lane	Texarkana	US	75501	TX	9032775617	High Tech - Hardware	CEO	2/21/2025 11:25	approved	3/4/2025 14:01	3/4/2025 14:26	25	Yes
Yes		LaTonya Johnson	LaTonya	Johnson	Latonya.johnson@lamelsservices.com											3/4/2025 15:38	3/4/2025 15:40	2	Yes
Yes		LaTonya Johnson	LaTonya	Johnson	Latonya.johnson@lamelsservices.com											3/4/2025 15:46	3/4/2025 15:48	2	Yes
Yes		LaTonya Johnson	LaTonya	Johnson	Latonya.johnson@lamelsservices.com											3/4/2025 15:49	3/4/2025 15:49	0	Yes
Yes		LaTonya Johnson	LaTonya	Johnson	Latonya.johnson@lamelsservices.com											3/4/2025 14:29	3/4/2025 15:38	70	Yes
Yes	Vinnove	Claudia Lazaneo	Claudia	Lazaneo	claudia@vinnove.com	10127 Morocco St #102, San Antonio,	San Antonio	US	78216	TX	2106085173	Software - Other	CEO	2/21/2025 11:27	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes		Claudia Lazaneo	Claudia	Lazaneo	claudia@vinnove.com											3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes		Claudia Lazaneo	Claudia	Lazaneo	claudia@vinnove.com											3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	Vinnove	James	James	Lazaneo	james@vinnove.com	10127 Morocco St #102	San Antonio	US	78216	TX	2107275904	Software - Other	COO	2/21/2025 11:32	approved	--	--	--	--
Yes	Gainwell Technologies	Jennifer Bierman	Jennifer	Bierman	jennifer.bierman@gainwelltechnologies.com	8911 North Capitol of Texas Hwy	Austin	US	78759	TX	773.575.4404	Consulting	General Manager	2/21/2025 11:39	approved	3/4/2025 14:50	3/4/2025 15:53	63	Yes
Yes	International projects consultancy Services	vineeth vannala	vineeth	vannala	vineethv@ipcs.net	600 South highway 169	minneapolis	US	55426	MN	9525414888	Software - Other	Account executive	2/21/2025 11:41	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes		vineeth vannala	vineeth	vannala	vineethv@ipcs.net											3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	AETOS LLC	Jenny Acot	Jenny	Acot	jacot@aetosllc.com	2160 Astoria Circle #303	Herndon	US	20170	VA	7036231016	Government - Federal	VP of Business Growth	2/21/2025 11:43	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	TinixImpacts	Patrick Ayeni	Patrick	Ayeni	patrickayeni@tinixImpacts.com	1309 Red Stag Pl	Round Rock	US	78665	TX	7346047160	High Tech - Hardware	Managing Partner	2/21/2025 11:49	approved	3/4/2025 14:12	3/4/2025 15:53	101	Yes
Yes	Accenture	Evelyn Davies	Evelyn	Davies	evelyn.davies@accenture.com	2001 Market St	Philadelphia	US	19103	PA	(301) 404-7133	Consulting	Contract Manager	2/21/2025 11:53	approved	3/4/2025 14:01	3/4/2025 15:09	69	Yes
Yes		Evelyn Davies	Evelyn	Davies	evelyn.davies@accenture.com											3/4/2025 15:34	3/4/2025 15:53	19	Yes
Yes	SMX. LLC	Sharonette Montgomery	Sharonette	Montgomery	smontgomery@smxtech.com	10621 Smith Pond Lane	Manassas	US	20112	VA	5716064900	Other	Small Business Liaison Officer	2/21/2025 12:12	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	SMX	Michael Shingledecker	Michael	Shingledecker	mshingledecker@smxtech.com	12950 Worldgate Drive; Suite 450	Herndon	US	20170	VA	(571) 385-0822	High Tech - Other	VP, Procurement	2/21/2025 12:13	approved	3/4/2025 14:01	3/4/2025 15:30	90	Yes
Yes		Michael Shingledecker	Michael	Shingledecker	mshingledecker@smxtech.com											3/4/2025 15:52	3/4/2025 15:52	1	Yes
Yes	Creoal, a wholly owned subsidiary of SMX Technologies	Dawn Lawson	Dawn	Lawson	Dawn.Lawson@Creoal.com	Creoal.com	Newtown	US	18940	PA	816-665-7871	Software - Finance	Business Development / Oracle Relationship Manager	2/21/2025 12:17	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	KPMG	DeAnna	DeAnna	Bennett	deannabennett@kpmg.com	811 Main	Houston	US	77002	TX	3466569238	Consulting	Advisory Managing Director	2/21/2025 12:18	approved	--	--	--	--
Yes	California Creative Solutions Inc.	Kelyn Martinez	Kelyn	Martinez	gov@ccsglobaltech.com	13475 Danielson Street Suite 230	Poway	US	92064	CA	(858) 435-4857	Other	Bid Management Manager	2/21/2025 12:30	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes		Kelyn Martinez	Kelyn	Martinez	gov@ccsglobaltech.com											3/4/2025 14:05	3/4/2025 15:53	108	Yes
Yes	CDW	Michelle McDaniel	Michelle	McDaniel	michelle.mcdaniel@cdwg.com	10100 Reunion Place, Suite 500	San Antonio	US	78216	TX	2103698086	VAR/Systems Integrator	Contract Manager	2/21/2025 12:33	approved	3/4/2025 15:36	3/4/2025 15:53	17	Yes
Yes		Michelle McDaniel	Michelle	McDaniel	michelle.mcdaniel@cdwg.com											3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes		Michelle McDaniel	Michelle	McDaniel	michelle.mcdaniel@cdwg.com											3/4/2025 15:36	3/4/2025 15:53	95	Yes
Yes		Michelle McDaniel	Michelle	McDaniel	michelle.mcdaniel@cdwg.com											3/4/2025 14:02	3/4/2025 15:53	111	Yes
No	SIG	David	David	Miley	miley@sigcorp.com	PO Box 16990	San Diego	US	92176	CA	7174243164	Education	VP of Sales	2/21/2025 12:37	approved	--	--	--	--
No	Dominus Gray	Odie	Odie	Gray	odie.gray@dominusgray.com	5866 East Post Oak Lane	Houston	US	77055	TX	7136592586	Consulting	CEO	2/21/2025 12:38	approved	--	--	--	--
No	DigiSolve Solutions	George	George	Assenheimer	George.Assenheimer@digisolvesolutions.com	437 Mescalero Trl	Blanco	US	78606-2239	TX	8172915375	Government - State & Local	President	2/21/2025 12:39	approved	--	--	--	--
Yes	Centex Technologies	Courtney Kissel	Courtney	Kissel	courtney@centextech.com	501 N 4th Street	Killeen	US	76522	TX	2542134740	High Tech - Other	Director of Operations	2/21/2025 12:41	approved	3/4/2025 14:15	3/4/2025 15:53	98	Yes
No	American Unit Inc	Robert	Robert	Kashamalla	robert@americanunit.com	2901 N Dallas Pkwy, Suite 333	Plano	US	75093	TX	(214)275-9162	Software - Other	Sr Client Engagement Manager	2/21/2025 12:49	approved	--	--	--	--
Yes	Maddisoft	Ashish Sawhney	Ashish	Sawhney	Ashish.s@maddisoft.com	2900 Wilcrest Dr., Ste 405	Houston	US	77042	TX	7132316644	Consulting	Director-Sales	2/21/2025 12:51	approved	3/4/2025 14:01	3/4/2025 14:22	22	Yes
Yes		Ashish Sawhney	Ashish	Sawhney	Ashish.s@maddisoft.com											3/4/2025 14:22	3/4/2025 15:53	91	Yes
Yes	KPMG	Sylvia Wade	Sylvia	Wade	sylviawade@kpmg.com	139 Cherry Blossom Ct	Garner	US	27529	NC	7347472532	Consulting	Senior Associate	2/21/2025 12:55	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	American Unit Inc	Sreedhar N	Sreedhar	N	sreedhar.n@americanunit.com	2901 N Dallas PKwy Suite 333	Plano	US	75093	TX	2146149026	Software - Other	Business Development Manager	2/21/2025 12:56	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	SMX Tech.	Greg Nellis	Greg	Nellis	gnellis@smxtech.com	321 Thais Rd.	Averill Park	US	12018	NY	5184242639	VAR/Systems Integrator	Business Development Director	2/21/2025 12:58	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	SteelToad Consulting LLC	Julie Sheehan	Julie	Sheehan	julie@steeltoad.com	5520 Research Park Drive, Suite 100	Baltimore	US	21228	MD	2403516431	High Tech - Other	Cyber Teams and Business	2/21/2025 13:04	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	Greenaway's Lab Essential Testing & Screening LLC	Aisha	Aisha	Greenaway	greenawayslab@outlook.com	13700 Veterans Memorial STE 240B	Houston	US	77014	TX	346-379-6917	Hospital, Clinic, Doctor Office	CEO	2/21/2025 13:16	approved	--	--	--	--
Yes	Accenture LLP	Mia Howard	Mia	Howard	mia.howard@accenture.com	323 Congress Ave	Austin	US	78701	TX	512-582-4228	Consulting	Contract Manager	2/21/2025 13:35	approved	3/4/2025 14:01	3/4/2025 15:09	69	Yes
Yes		Mia Howard	Mia	Howard	mia.howard@accenture.com											3/4/2025 15:14	3/4/2025 15:53	39	Yes
Yes	The Evolvers Group, L.P.	Rohan Kumar Sinha	Rohan Kumar	Sinha	rfps@evolversgroup.com	1011 Surrey Lane, Building 200	Flower Mound	US	75022	TX	214-884-8390	Consulting	Contracts Specialist	2/21/2025 13:40	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Digerati Systems Inc	Sunita Mantena	Sunita	Mantena	hr@digerati-systems.com	8501 Wade Blvd, suite 520	Frisco	US	75034	TX	214 618 0202	Software - Other	HR Manager	2/21/2025 13:50	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes		Sunita Mantena	Sunita	Mantena	hr@digerati-systems.com											3/4/2025 14:31	3/4/2025 15:53	82	Yes
Yes		Sunita Mantena	Sunita	Mantena	hr@digerati-systems.com											3/4/2025 14:21	3/4/2025 14:31	11	Yes
Yes	V3Main Technologies, Inc.	Mike Keplinger	Mike	Keplinger	Mike.Keplinger@v3main.com	3215 Brinmont Place Ln	Katy	US	77494	TX	281-394-0509	High Tech - Other	Bids Manager	2/21/2025 14:13	approved	3/4/2025 14:03	3/4/2025 15:53	110	Yes
Yes	Accenture	Madison Cottingham	Madison	Cottingham	madison.r.cottingham@accenture.com	323 Congress Avenue	Austin	US	78741	TX	6306398498	Consulting	Contract Manager	2/21/2025 14:39	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Supremus Group LLC	Bob MEHTA	Bob	MEHTA	bob@hipaatraining.net	4261 E university Dr, Suite 30-164	Prosper	US	75071	TX	5158654591	Consulting	Director	2/21/2025 15:09	approved	3/4/2025 14:16	3/4/2025 15:08	53	Yes
No	Esolvit, Inc.	Jugna	Jugna	Shah	jugna@esolvit.com	11675 Jollyville Road Suite152	Austin	US	78759	TX	512-589-4499	Software - Other	Director of HR	2/21/2025 15:44	approved	--	--	--	--
Yes	Esolvit, Inc.	Harish Mummadi	Harish	Mummadi	harish@esolvit.com	11675 Jollyville Road Suite 152	Austin	US	78759	TX	512-768-5509	Software - Other	HR Specialist	2/21/2025 15:46	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes		Harish Mummadi	Harish	Mummadi	harish@esolvit.com											3/4/2025 14:01	3/4/2025 15:10	70	Yes
Yes		Harish Mummadi	Harish	Mummadi	harish@esolvit.com											3/4/2025 14:03	3/4/2025 15:53	110	Yes
Yes		Harish Mummadi	Harish	Mummadi	harish@esolvit.com											3/4/2025 15:16	3/4/2025 15:53	37	Yes
Yes	Accenture	Meg Hare	Meg	Hare	meg.hare@accenture.com	323 Congress AVe.	austin	US	78701	TX	5122996420	Consulting	Managing Director	2/21/2025 15:50	approved	3/4/2025 14:01	3/4/2025 15:22	81	Yes
Yes		Meg Hare	Meg	Hare	meg.hare@accenture.com											3/4/2025 15:22	3/4/2025 15:31	9	Yes
No	Esolvit, Inc.	Usha	Usha	Boddapu	usha@esolvit.com	11675 Jollyville Road Suite 152	Austin	US	78759	TX	512-350-9564	Software - Other	CEO/Founder	2/21/2025 15:52	approved	--	--	--	--
No	Esolvit, Inc.	Akshita	Akshita	Boddapu	akshita@esolvit.com	11675 Jollyville Road Suite 152	Austin	US	78759	TX	512-350-9564	Software - Other	Director of Operations	2/21/2025 15:54	approved	--	--	--	--
Yes	Sanborn Geospatial	james curtin	james	curtin	jcurtin@sanborn.com	1935 Jamboree Drive, suite 100	Colorado Springs	US	80138	CO	8007262676	Other	EVP BD & Strategy	2/21/2025 16:07	approved	3/4/2025 14:02	3/4/2025 15:43	101	Yes
Yes	Optimum Technology, Inc.	Shelby Craft	Shelby	Craft	shelby.craft@otech.com	9922 Brewster Lane	Powell	US	43065	OH	614-785-1110	Software - Other	Business Intelligence Analyst	2/21/2025 16:30	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Blue Lotus Technology LLC	Ming Luong	Ming	Luong	ming.luong@bluelotustech.net	2340 E. Trinity Mills Rd. #300	Carrollton	US	75006	TX	2143902085	High Tech - Other	President	2/21/2025 16:51	approved	3/4/2025 14:04	3/4/2025 15:53	109	Yes
No	AGESS, LLC	Gerda	Gerda	Sessions	gerda.sessions@gmail.com	2716 Sorano Avenue	Round Rock	US	78665	TX	512-507-7351	Consulting	Owner	2/21/2025 17:21	approved	--	--	--	--
Yes	Tharseo IT	Amit Bahadur	Amit	Bahadur	abahadur@tharseoit.com	1205 Marion Barry Avenue Rd SE. STE 203	Washington	US	20020	DC	2029933972	Software - Other	President	2/21/2025 17:49	approved	3/4/2025 14:02	3/4/2025 14:36	34	Yes
Yes		Amit Bahadur	Amit	Bahadur	abahadur@tharseoit.com											3/4/2025 14:36	3/4/2025 15:00	25	Yes
Yes		Amit Bahadur	Amit	Bahadur	abahadur@tharseoit.com											3/4/2025 15:25	3/4/2025 15:49	25	Yes
Yes	Ernst & Young	Cameron Rowlan	Cameron	Rowlan	cameron.rowlan@ey.com	12707 Silicon Dr	San Antonio	US	78249	TX	8323393166	Government - State & Local	Senior Consultant	2/22/2025 13:30	approved	3/4/2025 14:01	3/4/2025 15:53	113	Yes
No	MagRabbit	Tommy	Tommy	Hodinh	thodinh@magrabbit.com	10809 Roy Butler Dr	Austin	US	78613	TX	5129935730	Consulting	CEO	2/22/2025 21:16	approved	--	--	--	--
Yes	BKJ Global Management Consulting LLC	Shanita Johnson	Shanita	Johnson	sjohnson@bkjgmc.com	2600 S. Loop West Suite #289	Houston	US	77054	TX	281-402-2511	Consulting	President	2/23/2025 14:18	approved	3/4/2025 14:01	3/4/2025 15:40	100	Yes
Yes	BuzzClan, LLC	Shipra Sahay	Shipra	Sahay	presales@buzzclan.com	2300 Olumpus Dr #271349	Flower Mound	US	75027 0407	TX	I69-663-0450 *110	Other	Senior Manager-Technical Proposals	2/24/2025 5:01	approved	3/4/2025 14:01	3/4/2025 14:25	25	Yes
Yes		Shipra Sahay	Shipra	Sahay	presales@buzzclan.com											3/4/2025 14:26	3/4/2025 15:00	34	Yes
Yes	Emids	Andrea Carbert	Andrea	Carbert	andrea.carbert@emids.com	318 Seaboard Lane, Suite 110	Franklin	US	37067	TN	613-700-1874	Software - Healthcare	Presales Lead	2/24/2025 5:58	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Freeit Data Solutions, Inc.	Dulari von Christierso	Dulari	von Christierso	dulari@freeitdata.com	900 E 6th St, Ste 102	Austin	US	78702	TX	4083986640	VAR/Systems Integrator	COO	2/24/2025 8:13	approved	3/4/2025 14:01	3/4/2025 14:58	58	Yes
No	V Group Inc.	Vineeta	Vineeta	Wadhwani	vineetaw@vgroupinc.com	379 Princeton-Hightstown Rd Building 3, Suite 2A	East Windsor	US	8520	NJ	609-371-5400	Software - Other	Bid Manager	2/24/2025 8:24	approved	--	--	--	--
Yes	TEKsystems Global Services, LLC	Stacy Hein	Stacy	Hein	shein@teksystems.com	7437 Race Road	Hanover	US	21076	MD	(410) 540-7700	Other	Proposal Manager	2/24/2025 8:35	approved	3/4/2025 14:02	3/4/2025 15:53	111	Yes
No	V Group Inc.	Vijay	Vijay	Palandurkar	vijayk@vgroupinc.com	379 Princeton Hightstown Road	East Windsor	US	8550	NJ	6093715400	Software - Other	CEO	2/24/2025 8:45	approved	--	--	--	--
Yes	V Group Inc.	Sandeep Soman	Sandeep	Soman	sandeeps@vgroupinc.com	379 Princeton-Hightstown Rd Building 3, Suite 2A	East Windsor	US	8520	NJ	2029181314	Software - Other	Manager - Strategic Accounts	2/24/2025 8:45	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	V Group Inc.	Tajinder Singh	Tajinder	Singh	tajinders@vgroupinc.com	379 Princeton-Hightstown Road, Building 3, Suite 2	East Windsor	US	8520	NJ	i093715400 ext 31	Other	Proposal Writer	2/24/2025 8:45	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Ferrilli	Milagros Liriano	Milagros	Liriano	miliriano@ferrilli.com	4 Kings Highway	Haddonfield	US	8033	NJ	2014866633	Education	Business Development Coordinator	2/24/2025 8:49	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	V Group Inc.	Minha	Minha	Basu	minhab@vgroupinc.com	379 Princeton Hightstown Road, Bldg. 3 Suite 2A	East Windsor	US	8520	NJ	609-371-5400	Consulting	Proposal Writer	2/24/2025 8:54	approved	--	--	--	--
Yes	PMCS Services	Sirisha Indupalli	Sirisha	Indupalli	Dir@pmcsservices.com	600 Congress Ave, Fl 14	Austin	US	78701	TX	(512) 948-3144	Consulting	Talent Acquisition Specialist	2/24/2025 8:59	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes		Sirisha Indupalli	Sirisha	Indupalli	Dir@pmcsservices.com											3/4/2025 14:13	3/4/2025 15:01	48	Yes
Yes		Sirisha Indupalli	Sirisha	Indupalli	Dir@pmcsservices.com											3/4/2025 15:07	3/4/2025 15:53	46	Yes
Yes	V Group Inc.	Swapnil Verma	Swapnil	Verma	swapnilv@vgroupinc.com	379 Princeton-Hightstown Rd Building 3, Suite 2A	East Windsor	US	8520	NJ	609-371-5400	Consulting	Proposal Writer	2/24/2025 9:02	approved	3/4/2025 14:13	3/4/2025 15:00	47	Yes
Yes		Swapnil Verma	Swapnil	Verma	swapnilv@vgroupinc.com											3/4/2025 15:14	3/4/2025 15:53	39	Yes
Yes		Swapnil Verma	Swapnil	Verma	swapnilv@vgroupinc.com											3/4/2025 14:01	3/4/2025 14:13	12	Yes
No	V Group In.	Mukesh	Mukesh	Jatav	mukeshj@vgroupinc.com	379 Princeton-Hightstown Road, Building 3, Suite 2	East Windsor	US	8520	NJ	860 789 0199	High Tech - Other	Manager	2/24/2025 9:06	approved	--	--	--	--
No	Bresatech LLC	Matt	Matt	Bomberger	matt.bomberger@bresatech.com	6860 N Dallas Parkway Suite 200	Plano	US	75024	TX	2144352731	High Tech - Other	SVP of Sales and Operations	2/24/2025 9:15	approved	--	--	--	--
Yes	Innova Solutions, Inc.	Raghav Aggarwal	Raghav	Aggarwal	raghav.aggarwal@innovasolutions.com	1455 Lincoln Parkway East, Suite 450	Atlanta	US	30346	GA	213-797-4537	Consulting	Manager	2/24/2025 9:17	approved	3/4/2025 14:01	3/4/2025 15:00	60	Yes
Yes	Neviton Technologies Inc	Ruchi Mahindra	Ruchi	Mahindra	ruchi.mahindra@neviton.com	abcd	seattle	US	98074	WA	4252334002	Support Outsourcing	Director-Business Development	2/24/2025 9:21	approved	3/4/2025 14:02	3/4/2025 15:52	111	Yes
Yes		Ruchi Mahindra	Ruchi	Mahindra	ruchi.mahindra@neviton.com											3/4/2025 15:50	3/4/2025 15:53	3	Yes
Yes	V Group Inc.	Vaibhav Ranjan	Vaibhav	Ranjan	vaibhavr@vgroupinc.com	379 Princeton-Hightstown Rd Building 3, Suite 2A I	East Windsor	US	8520	NJ	609-371-5400	Consulting	Proposal Writer	2/24/2025 9:28	approved	3/4/2025 14:01	3/4/2025 15:01	61	Yes
No	XOI Consulting, LLC	Alexandria	Alexandria	Falls	alexandria@xoiconsulting.com	9100 Southern Creek Ct	Brookshire	US	77423	TX	2104120133	Consulting	Owner	2/24/2025 9:54	approved	--	--	--	--
Yes	Launch Consulting	Travis Hill	Travis	Hill	THill@launchcg.com	6537 Bethel St	Cocoa	US	32927	FL	3212985535	Consulting	Proposal Manager	2/24/2025 10:06	approved	3/4/2025 14:02	3/4/2025 15:00	59	Yes
Yes	Strata Information Group	David Perry	David	Perry	david.perry@sigcorp.com	PO Box 16990	San Diego	US	92176	CA	5129648218	Consulting	Account Executive	2/24/2025 10:20	approved	3/4/2025 14:01	3/4/2025 15:41	101	Yes
Yes	TEKsystems	Savannah Hawn	Savannah	Hawn	scarrollgonzal@teksystems.com	8300 N Mopac Expy, Suite #350	Austin	US	78759	TX	5124061890	Other	Account Executive	2/24/2025 10:32	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	GJ Cloud Solutions Inc.	Mark Smith	Mark	Smith	marks@gjcloudsolutions.com	511 East John Carpenter Freeway, Suite 500	Irving	US	75062	TX	214-317-5552	Consulting	Head of Sales and Marketing	2/24/2025 10:41	approved	3/4/2025 14:01	3/4/2025 15:08	67	Yes
Yes		Mark Smith	Mark	Smith	marks@gjcloudsolutions.com											3/4/2025 14:01	3/4/2025 15:01	60	Yes
Yes		Mark Smith	Mark	Smith	marks@gjcloudsolutions.com											3/4/2025 14:04	3/4/2025 14:07	3	Yes
Yes	CGI	Parissa Taylor	Parissa	Taylor	parissa.taylor@cgi.com	3500 Bee Caves Road, Building 3, Suite 100	Austin	US	78746	TX	5126328003	Consulting	Proposal Manager	2/24/2025 11:15	approved	3/4/2025 14:01	3/4/2025 15:51	111	Yes
Yes	App Maisters Inc	Ben Erwin	Ben	Erwin	ben.erwin@appmaisters.com	11111 Katy Fwy Suite 910	Houston	US	77079	TX	(281)-299-3152	Software - Other	Business Analyst	2/24/2025 11:17	approved	3/4/2025 14:20	3/4/2025 14:38	19	Yes
Yes		Ben Erwin	Ben	Erwin	ben.erwin@appmaisters.com											3/4/2025 14:39	3/4/2025 15:00	22	Yes
Yes	AT&T	Marcus Montemayor	Marcus	Montemayor	marcus.montemayor@att.com	9505 Arboretum Blvd. 9th Floor	Austin	US	78759	TX	5124399533	Telecommunications	Strategic Account Director	2/24/2025 11:31	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Brio Services, LLC	Mark Wehmeyer	Mark	Wehmeyer	mark.wehmeyer@brio-consulting.com	11152 Westheimer #685	Houston	US	77042	TX	5204909710	Other	President	2/24/2025 11:34	approved	3/4/2025 14:01	3/4/2025 14:06	6	Yes
Yes		Mark Wehmeyer	Mark	Wehmeyer	mark.wehmeyer@brio-consulting.com											3/4/2025 14:04	3/4/2025 15:53	109	Yes
Yes	Nordstar Group	Frank Parent	Frank	Parent	fparent@nordstargroup.com	7044 Empire Central Drive	Houston	US	77040	TX	346-229-5368	High Tech - Other	Sr. Account Rep	2/24/2025 13:26	approved	3/4/2025 14:01	3/4/2025 14:24	24	Yes
Yes	Shannon Kelley Consulting	Shannon Kelley	Shannon	Kelley	shannon@shannonkelleyconsulting.com	6656 Ruxton Lane	Austin	US	78749	TX	512-784-7496	Consulting	Principal	2/24/2025 14:56	approved	3/4/2025 14:10	3/4/2025 14:19	10	Yes
Yes		Shannon Kelley	Shannon	Kelley	shannon@shannonkelleyconsulting.com											3/4/2025 14:24	3/4/2025 15:31	67	Yes
Yes		Shannon Kelley	Shannon	Kelley	shannon@shannonkelleyconsulting.com											3/4/2025 14:03	3/4/2025 14:10	7	Yes
Yes		Shannon Kelley	Shannon	Kelley	shannon@shannonkelleyconsulting.com											3/4/2025 15:34	3/4/2025 15:53	19	Yes
Yes	Presidio	Karen Sherrod	Karen	Sherrod	ksherrod@presidio.com	4211 W.Boyscout Blvd, Suite 680	Tampa	US	33607	FL	3013132055	VAR/Systems Integrator	Sr. Proposal Manager	2/24/2025 15:09	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	Stellar Services, Inc.	Chuck	Chuck	Romoser	cromoser@stellar4.com	New York	New York	US	10018	NY	6097526424	Software - Other	Senior Vice President	2/24/2025 15:32	approved	--	--	--	--
Yes	Fidelity Partners Services, LLC	Randal LeBlanc	Randal	LeBlanc	randal.leblanc@fidelitypartners.org	7551 Callaghan Road, Suite 300	San Antonio	US	78132	TX	2108224005	Government - Federal	Director for Program Management	2/24/2025 15:33	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Cayuse Civil Services	Cody Lee	Cody	Lee	cody.lee@cayusegov.com	3141 Renmuir Drive	Prosper	US	75078	TX	2146085262	High Tech - ISP	Director of Sales	2/24/2025 15:48	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	AT&T	John Ford	John	Ford	jf879v@att.com	9505 Arboretum Blvd	Austin	US	78759	TX	737-867-0929	Telecommunications	Senior Client Solutions Executive	2/24/2025 16:02	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes		John Ford	John	Ford	jf879v@att.com											3/4/2025 14:12	3/4/2025 15:29	77	Yes

Yes	The Ford Consulting Group, LLC	Dawn Ford	Dawn	Ford	dawn@thefordconsultinggroup.com	1 Bellwood Cv	The Hills	US	78738	TX	5129701256	Consulting	President	2/24/2025 16:08	approved	3/4/2025 14:01	3/4/2025 14:05	5	Yes
Yes	Rex Black, Inc	Dena Pauletti	Dena	Pauletti	dpauletti@rexblack.com	8060 Fallow Run	LaRue	US	75770	TX	2104145620	Software - Other	Systems Engineer	2/24/2025 16:15	approved	3/4/2025 14:01	3/4/2025 14:59	59	Yes
Yes	AT&T Consulting	christopher Cote	christopher	Cote	cc6618@att.com	3229 Southland blvd	San Angelo	US	76904	TX	3252621392	Consulting	Capture Manager	2/24/2025 16:19	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	E-Consulting, Inc	Sapna Bagaria	Sapna	Bagaria	sapna@e-consultinginc.com	1215 Backbay Drive	Irving	US	75063	TX	972-373-9592	Consulting	Director	2/24/2025 21:50	approved	3/4/2025 14:54	3/4/2025 15:53	59	Yes
Yes		Sapna Bagaria	Sapna	Bagaria	sapna@e-consultinginc.com											3/4/2025 14:06	3/4/2025 14:54	48	Yes
Yes	IntelliTek	Taylor Overos	Taylor	Overos	toveros@intellidyne-llc.com	3138 Eakin Park Court	Fairfax	US	22031	VA	4344015527	Government - Federal	Joint Venture Manager	2/24/2025 22:57	approved	3/4/2025 14:08	3/4/2025 15:53	105	Yes
Yes		Taylor Overos	Taylor	Overos	toveros@intellidyne-llc.com											3/4/2025 14:20	3/4/2025 15:53	93	Yes
No	BuzzClan, LLC	Shipra	Shipra	Sahay	shipra.sahay@buzzclan.com	2300 Olumpus Dr #271349	Flower Mound	US	75027 0407	TX	I69-663-0450 *110	Other	Senior Manager-Technical Proposals	2/25/2025 3:56	approved	--	--	--	--
Yes	BuzzClan, LLC	Smita Saini	Smita	Saini	smita.saini@buzzclan.com	2300 Olumpus Dr #271349	Flower Mound	US	75027 0407	TX	I69-663-0450 *110	Other	Presales Manager	2/25/2025 4:01	approved	3/4/2025 14:01	3/4/2025 14:54	54	Yes
Yes	Ivoyant LLC	Sheetal Vignan	Sheetal	Vignan	sheetalv@ivoyant.com	1155 Perimeter Center West Suite 600 Atlanta, GA	Atlanta	US	30338	GA	770-274-4336	Software - Other	Operations	2/25/2025 5:27	approved	3/4/2025 14:01	3/4/2025 15:03	62	Yes
Yes	Ivoyant LLC	Sonya Beredimas	Sonya	Beredimas	sonya@ivoyant.com	1155 Perimeter Center West Suite 600 Atlanta, GA	Atlanta	US	30338	GA	(678)674-3937	Software - Other	COO	2/25/2025 5:29	approved	3/4/2025 14:01	3/4/2025 15:00	60	Yes
Yes	SOAL Technologies	Amin Jabrani	Amin	Jabrani	ajabrani@soaltech.com	8870 Business Park Dr.	Austin	US	78759	TX	6783144682	Government - State & Local	CRO	2/25/2025 5:41	approved	3/4/2025 14:07	3/4/2025 15:53	106	Yes
Yes	SOAL Technologies	Ahmed Moledina	Ahmed	Moledina	amoledina@soaltech.com	8870 Business Park Drive Suite 200 Austin, TX	Austin	US	78759	TX	512-413-0397	Government - State & Local	CEO	2/25/2025 5:42	approved	3/4/2025 14:01	3/4/2025 15:01	61	Yes
No	Thoughtworks Federal, LLC.	Mike	Mike	OBrien	mike.obrien@thoughtworks.com	200 E Randolph St	Chicago	US	60601	IL	57121683681	Consulting	Head of State, Local and Education	2/25/2025 6:34	approved	--	--	--	--
Yes	Beacon Systems	Harvey Kuncewiecki	Harvey	Kuncewiecki	harvey@beacongov.com	9900 W Sample Rd	Coral Springs	US	33065	FL	9493098245	Government - State & Local	Account Manager	2/25/2025 7:44	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	UNIQUE System Skills LLC	Swati Kangle	Swati	Kangle	swati.kangle@systemskills.com	547 Amherst St, Unit 201, Nashua, NH	Nashua	US	3063	NH	978-995-4972	Other	POC - Consultant	2/25/2025 8:06	approved	3/4/2025 14:03	3/4/2025 15:53	110	Yes
Yes	netlogx, LLC	Beth Clark	Beth	Clark	bclark@netlogx.com	429 E Vermont Street, Ste 208	Indianapolis	US	46202	IN	727-455-2860	Consulting	Business Development Consultant	2/25/2025 9:40	approved	3/4/2025 14:03	3/4/2025 15:53	110	Yes
Yes	Dexian	Jack Mingus	Jack	Mingus	jack.mingus@dexian.com	8270 Greensboro Drive, Suite 1000	McLean	US	22102	VA	804-683-7455	Support Outsourcing	Senior Proposal Manager	2/25/2025 9:40	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	KNOWLEDGEWAVE	Eric Sokolowski	Eric	Sokolowski	ESOKOLOWSKI@Knowledgewave.com	PO Box 4179	Burlington	US	5406	VT	802-864-0454	Education	CEO	2/25/2025 9:55	approved	3/4/2025 14:01	3/4/2025 15:02	61	Yes
Yes	Core Consulting, Inc.	Matthew Roberts	Matthew	Roberts	mroberts@coremgmt.com	4101 Cox Rd. Ste 130	Glen Allen	US	23060	VA	8045654503	Consulting	President	2/25/2025 10:24	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Core Consulting, Inc.	David Domster	David	Domster	ddomster@coremgmt.com	4101 Cox Road	Glen Allen	US	23060	VA	804-314-1287	Consulting	Sr. Consultant / Account Manager	2/25/2025 10:38	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	SMX	Saieh Bijani	Saieh	Bijani	sbijani@smxtech.com	12950 Worldgate Dr	Herndon	US	20190	VA	7036385030	Software - Other	Proposal Manager	2/25/2025 10:55	approved	3/4/2025 14:01	3/4/2025 15:34	94	Yes
Yes	Carahsoft Technology Corporation	Marissa Dever	Marissa	Dever	Marissa.Dever@carahsoft.com	11493 Sunset Hills Road, Suite 100	Reston	US	20190	VA	703.230.7496	VAR/Systems Integrator	Senior Proposal Coordinator	2/25/2025 11:40	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Kevin Mitch Group Inc.	Dr. Victoria Okotie	Dr. Victoria	Okotie	kmg@kevinmitchgroup.com	6922 Red Oak Dr	Katy	US	77493	TX	832-692-0356	High Tech - Other	CEO	2/25/2025 13:19	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	HRZ Solutions LLC, DBA Dream Beyond Tech	Ali	Ali	Kitabi	ali.kitabi@letsdreambeyond.com	7838 Connemara Dr	Cypress	US	77433	TX	7138258463	Software - Other	CEO	2/25/2025 13:45	approved	--	--	--	--
Yes	Peraton	Keri McClellan	Keri	McClellan	keri.mcclellan@peraton.com	1805 Ratliff Ridge	Arlington	US	76012	TX	817-239-2796	High Tech - ISP	Account Executive	2/25/2025 14:34	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Infojini Inc.	Sandeep Harjani	Sandeep	Harjani	statebids@infojinisconsulting.com	10015 Old Columbia Road, Suite B 215, Columbia,	Columbia	US	21046	MD	4432570086	Other	President	2/25/2025 15:10	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes		Sandeep Harjani	Sandeep	Harjani	statebids@infojinisconsulting.com											3/4/2025 14:02	3/4/2025 14:04	3	Yes
Yes		Sandeep Harjani	Sandeep	Harjani	statebids@infojinisconsulting.com											3/4/2025 14:05	3/4/2025 15:53	108	Yes
Yes	Unisys Corporation	Brent Mears	Brent	Mears	brent.mears@unisys.com	19518 Summit Glory Trail	Spicewood	US	78669	TX	5122139258	Consulting	Sr Sales Executive	2/25/2025 15:23	approved	3/4/2025 14:01	3/4/2025 15:02	62	Yes
Yes		Brent Mears	Brent	Mears	brent.mears@unisys.com											3/4/2025 15:02	3/4/2025 15:53	51	Yes
No	Accenture	Nowlin	Nowlin	Jendrzey	nowlin.e.jendrzey@accenture.com	4114 Edwards Mountain Drive	Austin	US	78731	TX	210-685-3099	Government - State & Local	Account Management	2/25/2025 16:53	approved	--	--	--	--
Yes	Accenture	Schanen Mickolas	Schanen	Mickolas	schanen.mickolas@accenture.com	5205 North O'Connor Boulevard	Irving	US	75039	TX	469-445-3492	Consulting	Proposal Manager	2/25/2025 16:57	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Nava PBC	Kristine Fisher	Kristine	Fisher	kristinefisher@navapbc.com	601 13th Street, NW, 12th Floor	Washington	US	20005	DC	916-835-2820	High Tech - ISP	Sr. Client Solutions Manager	2/25/2025 18:05	approved	3/4/2025 14:01	3/4/2025 14:03	3	Yes
Yes		Kristine Fisher	Kristine	Fisher	kristinefisher@navapbc.com											3/4/2025 14:04	3/4/2025 14:57	54	Yes
Yes		Kristine Fisher	Kristine	Fisher	kristinefisher@navapbc.com											3/4/2025 14:05	3/4/2025 14:57	53	Yes
No	Ivoyant LLC	Shrigowri	Shrigowri	S Kulkarni	shrigowrik@ivoyant.com	155 Perimeter Center West, Suite 600	Atlanta	US	30338	GA	'+91 9964797352	Software - Other	Proposal writer	2/25/2025 23:28	approved	--	--	--	--
Yes	Tech Nation	Mike Hicks	Mike	Hicks	mmmike999@yahoo.com	404 Rio Grande Street	Austin	US	78701	TX	512-242-4021	High Tech - Other	Partner	2/26/2025 1:38	approved	3/4/2025 14:03	3/4/2025 14:03	1	Yes
Yes		Mike Hicks	Mike	Hicks	mmmike999@yahoo.com											3/4/2025 14:04	3/4/2025 14:05	1	Yes
Yes		Mike Hicks	Mike	Hicks	mmmike999@yahoo.com											3/4/2025 14:59	3/4/2025 15:00	1	Yes
Yes		Mike Hicks	Mike	Hicks	mmmike999@yahoo.com											3/4/2025 15:00	3/4/2025 15:02	3	Yes
Yes		Mike Hicks	Mike	Hicks	mmmike999@yahoo.com											3/4/2025 14:08	3/4/2025 14:51	44	Yes
Yes	Compu-Vision Consulting Inc.	Kasturi Mahajan	Kasturi	Mahajan	rfp@compuvis.com	2050 Route 27; Suite 202	North Brunswick	US	8902	NJ	732-422-1500	Other	RFP Specialist	2/26/2025 4:16	approved	3/4/2025 14:01	3/4/2025 15:50	110	Yes
Yes	Clarity Partners	Rodney Zech	Rodney	Zech	r.zech@claritypartners.com	20 N Clark St, Suite 3600	Chicago	US	60602	IL	3129200550	Consulting	Managing Partner	2/26/2025 8:35	approved	3/4/2025 14:01	3/4/2025 14:32	32	Yes
Yes		Rodney Zech	Rodney	Zech	r.zech@claritypartners.com											3/4/2025 14:45	3/4/2025 15:01	16	Yes
Yes		Rodney Zech	Rodney	Zech	r.zech@claritypartners.com											3/4/2025 15:15	3/4/2025 15:53	38	Yes
Yes	Department of Information Resources	James Devine	James	Devine	james.devine@dir.texas.gov	300 W. 15th Street, Suite 1300	Austin	US	78701	TX	512-475-4639	Other	Contract Administration Manager	2/26/2025 8:54	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Nava PBC	Jillian Koesterer	Jillian	Koesterer	jillianKoesterer@navapbc.com	809 New Jersey Ave SE	Washington	US	20003	DC	8453672748	Government - State & Local	Business Development Analyst	2/26/2025 9:32	approved	3/4/2025 14:01	3/4/2025 15:01	60	Yes
Yes		Jillian Koesterer	Jillian	Koesterer	jillianKoesterer@navapbc.com											3/4/2025 15:15	3/4/2025 15:53	38	Yes
Yes	eSystems, Inc.	Ernie DeHoyos	Ernie	DeHoyos	ernie.dehoyos@esystems-inc.com	4250 US HWY 1, Suite 105	Monmouth Junction	US	8852	NJ	2102519830	Government - State & Local	Vice President	2/26/2025 10:14	approved	3/4/2025 14:01	3/4/2025 14:59	59	Yes
Yes		Ernie DeHoyos	Ernie	DeHoyos	ernie.dehoyos@esystems-inc.com											3/4/2025 15:27	3/4/2025 15:53	26	Yes
Yes	McLane Technology Partners, LLC	Sammie Hodges	Sammie	Hodges	sammie.hodges@mclanetech.com	4001 Central Pointe Parkway, Bldg 100	Temple	US	76504	TX	254-771-6233	Software - Other	President	2/26/2025 10:19	approved	3/4/2025 14:05	3/4/2025 15:53	108	Yes
Yes	RESPEC Company, LLC	Michelle Pettit	Michelle	Pettit	michelle.pettit@respec.com	815 E. Front Street, Suite 3	Missoula	US	59802	MT	4062404045	Other	Proposal Coordinator	2/26/2025 11:32	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Clarity Partners	Robyn Kaufman	Robyn	Kaufman	r.kaufman@claritypartners.com	20 N Clark St	Chicago	US	60602	IL	3129200550	Consulting	Senior Operations Specialist	2/26/2025 13:03	approved	3/4/2025 14:02	3/4/2025 15:53	111	Yes
Yes	Liona Enterprises	Abby Hawthorne	Abby	Hawthorne	ahawthorne@lionaenterprises.com	1001 East B Street	Belleville	US	62220	IL	6189785668	Other	Proposal Writer	2/26/2025 13:21	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Government Contractinc	Oliver B	Oliver	B	oliver.bashir@governmentcontractinc.com	651 N Broad St Suite 205, Middletown	DE 19709, United States	US	19709	DE	7325682208	Government - State & Local	Business Development	2/26/2025 13:43	approved	3/4/2025 14:03	3/4/2025 15:53	110	Yes
No	Deloitte	Candice	Candice	Woodruff	cwoodruff@deloitte.com	500 W. 2nd Street, Suite 1600	Austin	US	78701	TX	512-809-8930	Consulting	Client Relationship Executive	2/26/2025 13:52	approved	--	--	--	--
Yes	Public Consulting Group	Ravi Peri	Ravi	Peri	rperi@pcgus.com	19809 Isle of glass st	Pflugerville	US	78660	TX	8646502625	Consulting	Business Architect	2/26/2025 14:35	approved	3/4/2025 14:05	3/4/2025 15:00	55	Yes
Yes	Prudent Technologies & Consulting	Dustin Ellis	Dustin	Ellis	dustin.ellis@prudentconsulting.com	8721 Fenton Drive	Austin	US	78736	TX	5127383520	Consulting	Sr. Account Manager	2/26/2025 15:06	approved	3/4/2025 14:01	3/4/2025 15:47	107	Yes
Yes		Dustin Ellis	Dustin	Ellis	dustin.ellis@prudentconsulting.com											3/4/2025 14:01	3/4/2025 15:48	107	Yes
No	Prudent Technologies & Consulting	Gid	Gid	Lockhart	glockhart@prudentconsulting.com	1505 LBJ Freeway, Suite 327	Dallas	US	75234	TX	214-223-4218	Consulting	VP	2/26/2025 15:09	approved	--	--	--	--
No	Prudent Technologies & Consulting	Praveen	Praveen	Panchakarla	praveen@prudentconsulting.com	1505 LBJ Freeway, Suite 327	Dallas	US	75234	TX	281-451-9919	Consulting	CEO	2/26/2025 15:12	approved	--	--	--	--
Yes	CSG Government Solutions	Brooke Austin	Brooke	Austin	baustin@csgdelivers.com	180 N. Stetson Ave. Suite 3200	Chicago	US	60601	IL	720271108	Consulting	Marketing and Sales Enablement Coordinator	2/26/2025 16:44	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Amsys Innovative Solutions	Angela Olivito	Angela	Olivito	aolivito@amsysis.com	10101 Southwest Freeway STE #570	Houston	US	77074	TX	3462573539	High Tech - Other	Chief of Staff	2/26/2025 17:20	approved	3/4/2025 14:01	3/4/2025 15:42	102	Yes
Yes	The Greentree Group	Jennifer Shaefer	Jennifer	Shaefer	jshaefer@greentreegroup.com	1360 Technology Court	Beavercreek	US	45430	OH	9374905512	Consulting	Contracts Manager	2/27/2025 7:10	approved	3/4/2025 14:08	3/4/2025 15:53	105	Yes
Yes	Abacus Service Corporation	Sai Kumar M	Sai	Kumar M	sai@abacusservice.com	25925 Telegraph Rd., Suite 110	Southfield	US	48033	MI	947-216-2128	Government - State & Local	Proposal Writer	2/27/2025 8:34	approved	3/4/2025 14:01	3/4/2025 15:04	63	Yes
Yes	Enterprise Solutions Inc	David Fernandez	David	Fernandez	dfernandez@enterprisesolutions.net	3110 Fairview Park Dr Ste 120	Falls Church	US	22042	VA	2027587961	Other	Business Analyst	2/27/2025 8:41	approved	3/4/2025 14:20	3/4/2025 15:53	93	Yes
Yes	Smartbridge	Tim Luzano	Tim	Luzano	tluzano@smartbridge.com	2050 W Sam Houston Pkwy	Houston	US	77042	TX	812-987-3713	Consulting	Senior Manager	2/27/2025 8:44	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Ferrilli	Dr. Lauraly DuBois	Dr. Lauraly	DuBois	ldubois@ferrilli.com	5910 Jackie Ln	Indianapolis	US	46221	IN	615-881-4933	Other	Enterprise Solution Architect	2/27/2025 8:46	approved	3/4/2025 14:03	3/4/2025 15:30	87	Yes
Yes	HealthTech Solutions, LLC	Garrett Kasey	Garrett	Kasey	garrett.kasey@healthtechsolutions.com	2030 Hoover Blvd.	Frankfort	US	40601	KY	270-765-8751	Consulting	Consultant	2/27/2025 9:01	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Sierra-Cedar	Shelley Mahannah	Shelley	Mahannah	shelley.mahannah@sierra-cedar.com	1255 Alderman Drive	Alpharetta	US	30005	GA	678-256-2296	Consulting	Sales Support	2/27/2025 9:45	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	Peraton Inc.	adam	adam	kiefer	adam.d.kiefer@peraton.com	12975 Worldgate Drive	Herndon	US	20170	VA	703-615-2185	Government - State & Local	Director, Contracts	2/27/2025 12:49	approved	--	--	--	--
Yes	Smartronix, LLC	Dominique Mitchell	Dominique	Mitchell	dmitchell@smxtech.com	44150 Smartronix Way Ste 200	Hollywood	US	20636	MD	5718954529	Consulting	Contracts Specialist	2/27/2025 12:51	approved	3/4/2025 14:02	3/4/2025 15:53	111	Yes
No	SMX	margaux	margaux	thenault-taylor	mthenaulttaylor@smxtech.com	44150 Smartronix Way, Suite 200	Hollywood	US	20636	MD	1-571-307-2506	Other	Contracts Manager	2/27/2025 13:00	approved	--	--	--	--
Yes	Konica Minolta	Daniel Shifflett	Daniel	Shifflett	dshifflett@kmbs.konicaminolta.us	1595 Spring Hill Rd	Vienna	US	22182	VA	7035777007	High Tech - Hardware	Government Contracts Specialist	2/27/2025 14:18	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Mainline Information Systems	Natalia smith	Natalia	smith	natalia.smith@mainline.com	10861 Basal Edge Rd	Helotes	US	78023	TX	303-854-4250	VAR/Systems Integrator	Public Space AE	2/27/2025 14:18	approved	3/4/2025 14:01	3/4/2025 15:15	74	Yes
Yes		Natalia smith	Natalia	smith	natalia.smith@mainline.com											3/4/2025 15:17	3/4/2025 15:20	3	Yes
Yes		Natalia smith	Natalia	smith	natalia.smith@mainline.com											3/4/2025 15:20	3/4/2025 15:53	33	Yes
Yes	Parsolvo LLC	Taylor Cook	Taylor	Cook	taylor.cook@parsolvo.com	13435 South View Rd	Newburg	US	20664	MD	3017103342	Consulting	Business Solutions Specialist	2/27/2025 14:22	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Parsolvo	Michael Graham	Michael	Graham	michael.graham@parsolvo.com	18310 Mossy Creek Ln	Richmond	US	77407	TX	832-782-0604	VAR/Systems Integrator	CTO	2/27/2025 14:27	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes		Michael Graham	Michael	Graham	michael.graham@parsolvo.com											3/4/2025 14:05	3/4/2025 15:53	108	Yes
No	CSG Government Solutions	Caitlin	Caitlin	Swieca	cswieca@csgdelivers.com	180 N. Stetson Ave., Ste. 3200	Chicago	US	60601	IL	7735771303	Government - State & Local	Marketing and Sales Enablement Lead	2/27/2025 14:53	approved	--	--	--	--
Yes	Ernst & Young	Edwin Aidoo	Edwin	Aidoo	edwin.s.aidoo@ey.com	1775 Tysons Blvd	McLean	US	22102	VA	8042692590	Government - Federal	Senior Manager	2/27/2025 15:22	approved	3/4/2025 14:01	3/4/2025 15:53	113	Yes
Yes	Zaavya	Ahmer Siddiqui	Ahmer	Siddiqui	ahmer@zaavya.com	816 Winding Ridge Trail	Southlake	US	76092	TX	262-510-9286	Consulting	CEO	2/27/2025 15:31	approved	3/4/2025 14:01	3/4/2025 15:29	89	Yes
Yes	Parsolvo	Tim Barto	Tim	Barto	Tim.barto@parsolvo.com	11726. WICKCHESTER LN	Houston	US	77043	TX	8328788140	Consulting	COO	2/27/2025 15:34	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	JMT Technology Group	Emily Woodward	Emily	Woodward	ewoodward@jmt.com	4700 Falls of Neuse Rd Suite 100	Raleigh	US	27609	NC	9842694929	Software - Other	Marketing Manager	2/27/2025 16:00	approved	3/4/2025 14:01	3/4/2025 15:53	113	Yes
Yes		Emily Woodward	Emily	Woodward	ewoodward@jmt.com											3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	JMT Technology Group	Maria Gruzynski	Maria	Gruzynski	mmartin@jmttg.com	40 Wight Ave	Hunt Valley	US	21030	MD	4108914432	Software - Other	Director of Technology Business Development	2/27/2025 16:04	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	JMT Technology Group	Bob	Bob	Plizska	bplizska@jmttg.com	1600 Market St # 520,	Philadelphia	US	19103	PA	2154964738	Software - Other	Deputy Practice Leader	2/27/2025 16:08	approved	--	--	--	--
Yes	JMT Technology Group	Phill Izenson	Phill	Izenson	pizenson@jmttg.com	4215 Worth Ave #230	Columbus	US	43219	OH	6149423673	Software - Other	Director of Software Solutions	2/27/2025 16:10	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
Yes	Risun solutions	Anusha Meena Dhanapalan	Anusha Meena	Dhanapalan	meena@risunsolutions.com	828 highland hills drive	Frisco	US	75036	TX	8132051189	High Tech - Other	Manager	2/27/2025 16:27	approved	3/4/2025 14:01	3/4/2025 15:52	112	Yes
Yes		Anusha Meena Dhanapalan	Anusha Meena	Dhanapalan	meena@risunsolutions.com											3/4/2025 14:01	3/4/2025 15:49	109	Yes
No	Conduent	Kim	Kim	Day	kim.day@conduent.com	3112 Windsor Rd	Austin	US	78703	TX	5129176226	Government - State & Local	Sr. Business Development Consultant	2/27/2025 18:36	approved	--	--	--	--
Yes	Trigyn Technologies, Inc.	Kun-Hur Chen	Kun-Hur	Chen	Kun-Hur.Chen@Trigyn.com	100 Metroplex Drive, Suite 301	Edison	NJ	8817	NJ	732-777-4612	Consulting	Proposal Manager	2/28/2025 7:04	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	Konica Minolta	Sunny	Sunny	Kim	sunny.kim@kmbs.konicaminolta.us	1595 Spring Hill Rd	Vienna	US	22182	VA	703-760-3588	Support Outsourcing	State Contract Specialist	2/28/2025 7:22	approved	--	--	--	--
Yes	Konica Minolta	Desiree Zuccaro	Desiree	Zuccaro	dzuccaro@kmbs.konicaminolta.us	1595 Spring Hill Rd	Vienna	US	22182	VA	703-760-3583	Support Outsourcing	Manager, Government Contracts	2/28/2025 7:25	approved	3/4/2025 14:01	3/4/2025 14:58	58	Yes
No	Tech Valley Talent LLC	Renee	Renee	Roth-O'Neil	tech@techvtal.com	20 Prospect Street, Bldg 1, Ste 200	Ballston Spa	US	12020	NY	18-882-0001 ext 11	High Tech - Other	CEO/President	2/28/2025 7:26	approved	--	--	--	--
Yes	Konica Minolta	Liz Strahle	Liz	Strahle	LStrahle@kmbs.konicaminolta.us	100 Williams Drive	Ramsey	US	22182	NJ	201-934-5213	Support Outsourcing	State Contract Specialist	2/28/2025 7:28	approved	3/4/2025 14:01	3/4/2025 15:01	61	Yes
Yes		Liz Strahle	Liz	Strahle	LStrahle@kmbs.konicaminolta.us											3/4/2025 15:06	3/4/2025 15:51	46	Yes
Yes	Tech Valley Talent LLC	Rene Guzek	Rene	Guzek	rguzek@techvtal.com	20 Prospect St, Bldg 1, Ste 200	Ballston Spa	US	12020	NY	18-882-0001 ext 11	High Tech - Other	Director of Operations	2/28/2025 7:29	approved	3/4/2025 14:01	3/4/2025 14:11	11	Yes
Yes		Rene Guzek	Rene	Guzek	rguzek@techvtal.com											3/4/2025 14:11	3/4/2025 15:53	102	Yes
Yes	Tech Valley Talent LLC	Andrea Cavalluzzo	Andrea	Cavalluzzo	acavalluzzo@techvtal.com	20 Prospect St, Bldg 1, Ste 200	Ballston Spa	US	12020	NY	518-882-0001	High Tech - Other	PMO Deputy Director/Data Management Practice Lead	2/28/2025 7:35	approved	3/4/2025 14:01	3/4/2025 15:01	61	Yes
Yes	Konica Minolta	Jake Martinez	Jake	Martinez	jake.martinez@kmbs.konicaminolta.us	4730 N 16th Street	Phoenix	US	85014	AZ	480-258-0878	Support Outsourcing	IIM Account Executive	2/28/2025 7:37	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes
No	Konica Minolta	Mike	Mike	Thomas	Michael.Thomas@kmbs.konicaminolta.us	485 Lexington Avenue	New York	US	10017	NY	631-748-6971	Support Outsourcing	IIM Sales Director	2/28/2025 7:40	approved	--	--	--	--
Yes	Konica Minolta	Paul Campana	Paul	Campana	pcampana@kmbs.konicaminolta.us	1 Sansome Street	San Francisco	US	94104	CA	650-581-2261	Support Outsourcing	Region Director, Public Sector	2/28/2025 7:42	approved	3/4/2025 14:01	3/4/2025 15:04	63	Yes
Yes	DevCare Solutions Ltd	Sandra Simpson	Sandra	Simpson	sandy@devcare.com	579 Executive Campus Dr, Suite 370,	Westerville	US	43082	OH	740-881-0625	Consulting	Director, Sales	2/28/2025 9:06	approved	3/4/2025 14:01	3/4/2025 14:46	46	Yes
Yes	Futran Solutions Inc	Priyadarshan Patil	Priyadarshan	Patil	government@futransolutions.com	1235 US Highway 1 STE 2100, Edison, NJ 08837	Edison	US	2100	NJ	(917)-587-9909	Software - Other	Managing Partner	2/28/2025 9:08	approved	3/4/2025 14:01	3/4/2025 14:04	3	Yes
Yes		Priyadarshan Patil	Priyadarshan	Patil	government@futransolutions.com											3/4/2025 15:23	3/4/2025 15:53	30	Yes
Yes		Priyadarshan Patil	Priyadarshan	Patil	government@futransolutions.com											3/4/2025 14:05	3/4/2025 15:21	76	Yes
No	TechStar Group	Sravan	Sravan	Kumar	government@techstargroup.com	209 State Highway 121 Bypass, Suite 36 Lewisville,	Lewisville	US	75067	TX	1972756-1300	Software - Other	Client Partner	2/28/2025 9:12	approved	--	--	--	--
No	Maganti IT Resources, LLC	Prasad	Prasad	Maganti	govt@mitresource.com	21 State Street, Waterbury, CT 06702	Waterbury	US	6702	CT	203 567 0098	Software - Other	Managing Partner	2/28/2025 9:15	approved	--	--	--	--
No	Intone Networks, Inc	Ashok	Ashok	Panigrahi	Govrfp@intone.com	10 Austin Ave, Iselin, NJ 08830	Iselin	US	8830	NJ	732 688 8893	Software - Other	Vice President Sales Operations	2/28/2025 9:16	approved	--	--	--	--
Yes	Sabot Consulting	Christopher Eaves	Christopher	Eaves	chris@sabotconsulting.com	101 Parkshore Dr Ste 100	Folsom	US	95630	CA	9167167117	Consulting	President	2/28/2025 9:27	approved	3/4/2025 14:37	3/4/2025 15:46	70	Yes
Yes	CAI	Li Lin	Li	Lin	liwen.lin@cai.io	700 Prides Crossing	Newark	US	19713	DE	3029430102	Consulting	Director of Public Sector	2/28/2025 10:09	approved	3/4/2025 14:03	3/4/2025 14:33	31	Yes

No	Sabot Consulting	Jason	Jason	Gentry	jason@sbotconsulting.com	101 Parkshore Dr.	Folsom	US	95630	CA	8884472268	Consulting	Director	2/28/2025 10:28	approved	--	--	--	--	
No	NextGen Information Services	Javier	Javier	Hernandez Ba	javierh@nextgen-is.com	680 Craig Rd Suite 305	St Louis	US	63141	MO	3147200830	Consulting	Head of Operations	2/28/2025 11:24	approved	--	--	--	--	
Yes	Peraton	Mike Cummins	Mike	Cummins	michael.cummins@peraton.com	801 Pheasant Mdw	Liberty Hill	US	78642	TX	2149529560	Government - State & Local	Program Manager	2/28/2025 11:26	approved	3/4/2025 14:01	3/4/2025 15:00	60	Yes	
Yes	Bahwan CyberTek Inc	Muhammad Azharuddin N	Muhammad Azha	N	muhammad.azharuddin@bahwancybertek.com	420, North 20th Street, Suite 220 , Birmingham, AL	Alabama	US	35203	AL	508-652-0001	Software - Other	Presales Consultant	2/28/2025 12:48	approved	3/4/2025 14:03	3/4/2025 14:34	32	Yes	
Yes	CSG Government Solutions	Jennifer Kaufman	Jennifer	Kaufman	jkaufman@csgdelivers.com	180 N. Stetson Ave, Suite 3200	Chicago	US	60601	IL	312-810-7603	Consulting	Senior Marketing and Sales Enablement Coordinator	2/28/2025 12:49	approved	3/4/2025 14:02	3/4/2025 15:53	111	Yes	
Yes	Apex Systems, LLC	Koehler Andermatt	Koehler	Andermatt	kandermatt@apexsystems.com	408 Houston St.	Castroville	US	78009	TX	2104229799	Consulting	Client Director	2/28/2025 12:55	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes		Koehler Andermatt	Koehler	Andermatt	kandermatt@apexsystems.com											3/4/2025 14:01	3/4/2025 14:59	58	Yes	
Yes		Koehler Andermatt	Koehler	Andermatt	kandermatt@apexsystems.com											3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	United Data Technologies	Leisa Sims	Leisa	Sims	lsims@udtonline.com	600 Congress Ave	Austin	US	78701	TX	5012695240	VAR/Systems Integrator	Senior Account Manager	2/28/2025 14:35	approved	3/4/2025 14:01	3/4/2025 14:40	39	Yes	
Yes		Leisa Sims	Leisa	Sims	lsims@udtonline.com											3/4/2025 14:37	3/4/2025 14:40	3	Yes	
Yes	Voyatek	Nino DePaola	Nino	DePaola	nino.depaola@voyatek.com	50 Broad Street	New York	US	10001	NY	9175921124	Consulting	Director	2/28/2025 15:13	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes		Nino DePaola	Nino	DePaola	nino.depaola@voyatek.com											3/4/2025 14:01	3/4/2025 15:53	112	Yes	
No	Voyatek	Kevin	Kevin	Meldorf	kevin.meldorf@voyatek.com	9175 Guilford Rd # 218	Columbia	US	21046	MD	240-801-6140	Consulting	VP, Strategy	2/28/2025 15:28	approved	--	--	--	--	
Yes	Sendero Consulting	George Hyde	George	Hyde	george.hyde@senderoconsulting.com	827 W. 12th Street 315	Austin	US	78701	TX	2148438917	Consulting	Senior Manager	2/28/2025 16:45	approved	3/4/2025 14:01	3/4/2025 14:30	30	Yes	
Yes	Crayon Software Experts LLC	Margarita Apodaca	Margarita	Apodaca	margarita.apodaca@crayon.com	12221 Merit Drive, Suite 1400	Dallas	US	75251	TX	469-699-8094	High Tech - Other	Bid Specialist Lead	2/28/2025 17:07	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes		Margarita Apodaca	Margarita	Apodaca	margarita.apodaca@crayon.com											3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	MVS360, LLC	Pardha Jasti	Pardha	Jasti	pardha.jasti@mvs360.com	14425 Falcon Head Blvd	Austin	US	78738	TX	512-234-3567	Software - Other	President	2/28/2025 22:56	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
No	ProSkill Solutions, Inc	Angelique	Angelique	Ward	angela.ward@proskillsolutions.com	723 W University Ste 110 # 269	Georgetown	US	78626	TX	979-276-6101	Software - Other	IT Projects Director	3/1/2025 16:34	approved	--	--	--	--	
Yes	NextGen information services	Aziz sharif	Aziz	Sharif	azizs@nextgen-is.com	St Louis	St Louis	US	630101	MO	3147560649	Consulting	Account manager	3/3/2025 5:31	approved	3/4/2025 14:02	3/4/2025 15:53	111	Yes	
Yes		Aziz Sharif	Aziz	Sharif	azizs@nextgen-is.com											3/4/2025 14:15	3/4/2025 15:53	98	Yes	
Yes	HCL Technologies	Suresh Tangella	Suresh	Tangella	Suresh.Tangell@hcltech.com	1055 Hunters Creek Dr	Rockwall	US	75087	TX	2488088606	Government - State & Local	Director	3/3/2025 6:28	approved	3/4/2025 14:02	3/4/2025 14:48	46	Yes	
Yes	Kapsch TrafficCom USA, Inc	Elizabeth Haugh	Elizabeth	Haugh	elizabeth.haugh@kapsch.net	3810 Concorde Parkway, Suite 1000	Chantilly	US	20151	VA	703-597-5269	Transportation & Distribution	VP	3/3/2025 7:15	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
No	Compu-Vision Consulting, Inc.	Christopher	Christopher	Byram	cbyram@navitassols.com	2050 Route 27 Suite 202	North Brunswick	US	8902	NJ	7324221500	Consulting	VP of Business Development - Enterprise Accounts	3/3/2025 7:24	approved	--	--	--	--	
Yes	Compu-Vision Consulting, Inc.	Michael Cox	Michael	Cox	mcox@navitassols.com	2050 Route 27 Suite 202	North Brunswick	US	8902	NJ	732-422-1500	Consulting	Director of Sales	3/3/2025 7:30	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Sales Executive - State of Texas	Richard Andrews	Richard	Andrews	richard.andrews@htcinc.com	104 Kollmeyer Circle	Austin	US	78734	TX	5125855272	Consulting	Director	3/3/2025 8:01	approved	3/4/2025 14:01	3/4/2025 15:02	62	Yes	
Yes	CoreSphere	Sohrab Zibaii	Sohrab	Zibaii	sohrab.zibaii@coresphere.com	6700A Rockledge Dr Suite 220	Bethesda	US	20817	MD	6192140218	Consulting	Business Development	3/3/2025 8:02	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	HTC Global Services, Inc.	Michelle Hooker	Michelle	Hooker	michelle.hooker@htcinc.com	3270 West Big Beaver Road	Troy	US	48084	MI	4077210285	High Tech - Other	Senior Manager, Proposal Development	3/3/2025 8:11	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
No	Serigor, Inc.	Deva	Deva	Kumar	dkale@serigor.com	400 East Pratt Street, Suite 800	Baltimore	US	21202	MD	443-692-7351	Software - Other	Senior Proposal Manager	3/3/2025 8:40	approved	--	--	--	--	
Yes	Serigor, Inc.	Aditya Kamani	Aditya	Kamani	akamani@serigor.com	400 East Pratt Street, Suite 800	Baltimore	US	21202	MD	'+14434782789	Consulting	Technical Writer	3/3/2025 8:47	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Gartner	Tori Vogel	Tori	Vogel	tori.vogel@gartner.com	2500 Bee Caves Road, Building 3 Suite 300	Austin	US	78746	TX	5127126189	Consulting	Associate Director	3/3/2025 9:07	approved	3/4/2025 14:11	3/4/2025 15:44	94	Yes	
No	CoreSphere	Jay	Jay	Majmudar	jay.majmudar@coresphere.com	6700A Rockledge Dr Suite 220	Bethesda	US	20817	MD	(301) 830-4035	Consulting	Director	3/3/2025 9:19	approved	--	--	--	--	
No	Omm IT Solutions (Omm Inc.)	Saikat	Saikat	Bose	saikat.bose@ommincorp.com	10320 Little Patuxent Pkwy, Suite 200	Columbia	US	21044	MD	410-344-2512	Consulting	Bid & Proposal Analyst	3/3/2025 9:24	approved	--	--	--	--	
Yes	HTC Global Services	Lee Carter	Lee	Carter	lee.carter@htcinc.com	3270 W. Big Beaver Road	Troy	US	48084	MI	2487862500	VAR/Systems Integrator	SVP	3/3/2025 9:28	approved	3/4/2025 14:06	3/4/2025 14:30	25	Yes	
Yes	AT&T	Sonia Cardenas	Sonia	Cardenas	sc5467@att.com	9505 Arboretum Blvd	Austin	US	78759	TX	512-914-5503	Government - State & Local	CSE III	3/3/2025 9:36	approved	3/4/2025 14:15	3/4/2025 15:53	98	Yes	
Yes	Loblolly Consulting	mike cardwell	mike	cardwell	mcardwell@loblollyconsulting.com	1401 lavaca st #624	austin	US	78701	TX	5127961485	High Tech - Other	Customer Success Director	3/3/2025 9:54	approved	3/4/2025 14:01	3/4/2025 15:10	70	Yes	
Yes	Integris Applied	Perry Pascual	Perry	Pascual	perry.pascual@integrisapplied.com	18 Shawnee Ridge Ct	The Woodlands	US	77382	TX	(804) 426-1565	Consulting	Senior Advisor	3/3/2025 9:57	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	R Systems Inc	Mayur Shinde	Mayur	Shinde	mayur.shinde@rsystems.com	El Dorado Hills, CA 95762	El Dorado Hills	US	95762	CA	916-573-1316	Software - Other	Team Lead, Presales	3/3/2025 10:00	approved	3/4/2025 14:23	3/4/2025 15:53	90	Yes	
Yes	HTC Global Services Inc.	Carrie Christoph	Carrie	Christoph	carrie.c@htcinc.com	3270 Big Beaver Road	Troy	US	48084	MI	2482292974	High Tech - Other	Proposal Manager	3/3/2025 10:03	approved	3/4/2025 14:01	3/4/2025 15:01	61	Yes	
Yes		Carrie Christoph	Carrie	Christoph	carrie.c@htcinc.com											3/4/2025 15:05	3/4/2025 15:53	48	Yes	
Yes	ISF, Inc.	J. Brad Harris	J. Brad	Harris	bharris@isf.com	1108 Lavaca Street, #516	Austin	US	78701	TX	850-671-1099	Consulting	Chief Revenue Officer	3/3/2025 10:16	approved	3/4/2025 14:11	3/4/2025 15:41	91	Yes	
Yes	Trigyn Technologies, Inc.	Marc Poole	Marc	Poole	marc.poole@trigyn.com	100 Metroplex Drive, Suite 301	Edison	US	8817	NJ	732-777-4615	High Tech - Other	Sr. Proposal Writer	3/3/2025 10:24	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	HTC Global Services	Prakash Tamhaney	Prakash	Tamhaney	prakash.tamhaney@htcinc.com	3270 Big Beaver Rd	Troy	US	48302	MI	248.786.2500	Consulting	Vice President	3/3/2025 10:28	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Enterprise Solutions Incorporated	Michael Lee	Michael	Lee	mlee@enterprisesolutions.net	3110 Fairview Park Drive Suite 120	Falls Church	US	22042	VA	7038648921	Software - Other	Vice President	3/3/2025 10:33	approved	3/4/2025 14:01	3/4/2025 15:00	59	Yes	
Yes	SAS	Jennifer Graham	Jennifer	Graham	jennifer.graham@sas.com	2105 Woodland Ave	Raleigh	US	27608	NC	91990903111	Software - Other	Proposal Manager	3/3/2025 10:38	approved	3/4/2025 14:01	3/4/2025 14:56	55	Yes	
Yes	Stragistics Technology, Inc.	Perjeah Dhevun	Perjeah	Dhevun	pdhevun@stragistics.com	6800 Poplar Ave, Ste 200	Memphis	US	38138	TN	901-309-5550	High Tech - Other	Special Projects	3/3/2025 10:43	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Stragistics Technology, Inc.	Alex Berroa	Alex	Berroa	aberroa@stragistics.com	6800 Poplar Ave, Ste 200	Memphis	US	38138	TN	901-309-5550	High Tech - Other	Sr. Technical Sales Director	3/3/2025 11:06	approved	3/4/2025 14:01	3/4/2025 15:37	96	Yes	
No	Stragistics Technology, Inc.	Joe	Joe	Sanders	jsanders@stragistics.com	6800 Poplar Ave, Ste 200	Memphis	US	38138	TN	901-309-5550	High Tech - Other	Director of Technology Solutions	3/3/2025 11:08	approved	--	--	--	--	
No	Stragistics Technology, Inc.	Hughetta	Hughetta	Dudley	hdudley@stragistics.com	6800 Poplar Ave, Ste 200	Memphis	US	38138	TN	901-309-5550	High Tech - Other	President/CEO	3/3/2025 11:10	approved	--	--	--	--	
No	R Systems	Saurav	Saurav	Yadav	saurav.yadav@rsystems.com	5000 Windplay Dr, El Dorado Hills	El Dorado Hills	US	95762	CA	(916) 573 1383	Software - Other	Associate Director	3/3/2025 11:11	approved	--	--	--	--	
Yes	DevCare Solutions	Keerthana Ramesh	Keerthana	Ramesh	keerthana@devcare.com	579 Executive Campus Drive, Suite 370	Westerville	US	43082	OH	(614)-697-1461	Software - Other	Assistant Manager-Business Development	3/3/2025 11:24	approved	3/4/2025 14:01	3/4/2025 14:56	56	Yes	
Yes	BerryDunn	Kristine McNeil	Kristine	McNeil	kmcneil@berrydunn.com	2211 Congress Street	Portland	US	4102	ME	207-541-2368	Consulting	Business Development Manager	3/3/2025 11:40	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	SAS	Timothy Adams	Timothy	Adams	tim.adams@sas.com	10484 Potter Rd.	Flushing	US	48433	MI	810657607	Government - State & Local	Principal Industry Consultant	3/3/2025 11:43	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Integris Applied	Tim Ryckman	Tim	Ryckman	tim.ryckman@integrisapplied.com	82 Shawnee Ridge Ct	The Woodlands	US	77382	TX	2483219959	Consulting	Managing Director	3/3/2025 11:44	approved	3/4/2025 14:02	3/4/2025 15:53	111	Yes	
No	Allyant	Anna	Anna	Surratt	asurratt@allyant.com	2212 Watersglen Dr	Apex	US	27502	NC	2529031375	Government - State & Local	Director	3/3/2025 12:04	approved	--	--	--	--	
Yes	Tech Valley Talent LLC	Kevin Carpenter	Kevin	Carpenter	kcarpenter@techvtal.com	20 Prospect Street, Bldg 1, Ste 200	Ballston Spa	US	12020	NY	518-882-0001	High Tech - Other	Business Development Executive	3/3/2025 12:09	approved	3/4/2025 14:27	3/4/2025 14:59	33	Yes	
Yes	Oracle America, Inc.	Joseph Green	Joseph	Green	joseph.green.ii@oracle.com	7604 Technology Way	Denver	US	80237	CO	7203475008	High Tech - Other	Master Business Proposal Specialist	3/3/2025 12:13	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
No	General Dynamics Information Technology	Joshua	Joshua	Hoeft	joshua.hoeft@gdit.com	3150 Fairview Park Dr	Falls Church	US	22042	VA	512-230-5284	VAR/Systems Integrator	Director	3/3/2025 12:23	approved	--	--	--	--	
Yes	R Systems Inc.	Praveen Rajora	Praveen	Rajora	praveen.rajora@rsystems.com	5000 Windplay Drive, Suite 5,	El Dorado Hills	US	95762	CA	165731178 xtn:444	Consulting	Director - Public Sector Services	3/3/2025 12:26	approved	3/4/2025 14:21	3/4/2025 15:53	93	Yes	
Yes	NTT DATA Americas, Inc.	Robert de Cardenas	Robert	de Cardenas	Robert.deCardenas@nttdata.com	7950 Legacy Drive, Suite 1100	Plano	US	75024	TX	850-766-6007	Support Outsourcing	Vice President - SLED	3/3/2025 12:26	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Ensono	Robert Duncan	Robert	Duncan	robert.duncan@ensono.com	22915 Chaus Ct	Katy	US	77494	TX	7136281278	High Tech - Other	Account Exec	3/3/2025 12:27	approved	3/4/2025 14:04	3/4/2025 15:53	109	Yes	
Yes	xFact Inc	Patrick McNamara	Patrick	McNamara	patrick.mcnamara@xfact.com	120 Water Street	North Andover	US	1845	MA	781-983-6920	High Tech - Other	Senior Manager	3/3/2025 12:36	approved	3/4/2025 14:01	3/4/2025 15:42	102	Yes	
Yes	NTTDATA	Fred Boley	Fred	Boley	fred.boley@nttdata.com	7950 Legacy Dr 11th Floor	Plano	US	75024	TX	2142937612	Government - State & Local	Sr Executive Director	3/3/2025 12:36	approved	3/4/2025 14:02	3/4/2025 15:03	61	Yes	
No	NTT DATA	Yza	Yza	Shady	yza.shady@nttdata.com	1660 International Dr	McLean	US	22102	VA	703-470-1892	Government - State & Local	proposal manager	3/3/2025 12:39	approved	--	--	--	--	
Yes	GDIT	Robin Peshak	Robin	Peshak	RobinS.Peshak@gdit.com	174 Wagon Way	Bastrop	US	78602	TX	802-233-6859	VAR/Systems Integrator	Sr. Solution Expert	3/3/2025 12:44	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	GDIT	Thomas Silvious	Thomas	Silvious	thomas.silvious@gdit.com	150 Broadway	Menands	US	12204	NY	518-469-8947	VAR/Systems Integrator	Director	3/3/2025 12:56	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Harmony Technology Services	Krista Goff	Krista	Goff	krista.goff@harmonytechnologyservices.com	500 West Seventh St, Suite 700	Fort Worth	US	76102	TX	8178219733	Consulting	Sr Director	3/3/2025 13:28	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Maximus	Paul Graeber	Paul	Graeber	paulgraeber@maximus.com	5902 Rain Creek Pkwy	Austin	US	78759	TX	5127877656	Other	Regional Vice President	3/3/2025 13:38	approved	3/4/2025 14:01	3/4/2025 14:20	20	Yes	
Yes	Insight	Ryan Miller	Ryan	Miller	ryan.miller@insight.com	401 N. Front St	Columbus	US	43231	OH	6142027471	Consulting	Sr. Mgr.	3/3/2025 13:39	approved	3/4/2025 14:02	3/4/2025 15:53	111	Yes	
Yes	Ensono	Frank Rowland	Frank	Rowland	frank.rowland@ensono.com	3333 Finley Rd	Downers Grove	US	20191	VA	630.944.2339	High Tech - Other	Proposal Manager	3/3/2025 13:41	approved	3/4/2025 14:03	3/4/2025 15:53	110	Yes	
Yes	Maximus	David Vineyard	David	Vineyard	davidvineyard@maximus.com	731 Autumn Oaks Drive	Allen	US	75002	TX	972-529-8965	Consulting	Proposal Manager	3/3/2025 13:42	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	TechSur Solutions LLC	Vishal Luthra	Vishal	Luthra	vishal.luthra@techsur.solutions	13873 Park Center Road	Herndon	US	20171	VA	7036099691	Consulting	Chief Growth Officer	3/3/2025 13:57	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Enterprise Solutions Intelligence, Inc.	Roberto Llames	Roberto	Llames	rllames@enterprisesolutions.net	3110 Fairview Park Dr Ste 120	Falls Church	US	22042	VA	7034039592	Consulting	President	3/3/2025 15:01	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	PriceSenz	Athira Prasanna	Athira	Prasanna	aprasanna@pricesenz.com	PriceSenz, 17250 Dallas Pkwy	Dallas,	US	75248	TX	469-361-8886	Other	Presales Associate	3/3/2025 15:06	approved	3/4/2025 14:04	3/4/2025 14:09	6	Yes	
Yes		Athira Prasanna	Athira	Prasanna	aprasanna@pricesenz.com											3/4/2025 14:08	3/4/2025 15:53	105	Yes	
Yes	Sunrise Systems Inc	Jim Biles	Jim	Biles	jim.b@sunrisesys.com	105 Fieldcrest Ave, Suite 504	Edison	US	8837	NJ	7323954380	Software - Other	Business Development Manager	3/3/2025 15:18	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	CoreSphere LLC	Rebecca Kwon	Rebecca	Kwon	rebecca.kwon@coresphere.com	6700A Rockledge Drive	Bethesda	US	20817	MD	2159135540	High Tech - ISP	Proposal Manager	3/3/2025 15:39	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Luna Data Solutions	Jaime Witts	Jaime	Witts	jaime@lunadatasolutions.com	1408 W. Koenig Ln Ste A	Austin	US	78745	TX	512-828-7906	Consulting	Operations Team Lead	3/3/2025 15:40	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Luna Data Solutions, Inc.	Dana Jones	Dana	Jones	dana@lunadatasolutions.com	PO Box 140393	Austin	US	78714	TX	512-784-7208	Consulting	CEO	3/3/2025 15:41	approved	3/4/2025 14:21	3/4/2025 15:53	92	Yes	
Yes	Nelnet Government Services	John Vialpando	John	Vialpando	NDSITBusinessDiversification@nelnet.net	121 S 13th St	Lincoln	US	68508	NE	3036965562	Government - State & Local	IT Director	3/3/2025 16:16	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Stragistics Technology Inc.	Beverley Jones	Beverley	Jones	bjones@stragistics.com	6800 Poplar Avenue Ste 200	Memphis	US	38138	TN	9017296435	Consulting	IT Recruiter	3/3/2025 16:22	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	KPMG	Sam Schornack	Sam	Schornack	sschornack@kpmg.com	111 Congress Ave	Austin	US	78701	TX	5125429406	Consulting	Senior Associate	3/3/2025 16:36	approved	3/4/2025 14:03	3/4/2025 14:10	7	Yes	
Yes		Sam Schornack	Sam	Schornack	sschornack@kpmg.com											3/4/2025 14:07	3/4/2025 15:41	94	Yes	
No	RESPEC	Jon	Jon	Davis	jon.davis@respec.com	700 International Parkway, Suite 100	Richardson	US	75081	TX	2145053652	Consulting	Senior Director	3/3/2025 17:25	approved	--	--	--	--	
Yes	Amzur Technologies Inc.	SUNIL KODI	SUNIL	KODI	SUNIL.KODI@AMZUR.COM	Vizag	Vizag	IN	530016	Other	91 8790201219	Software - Healthcare	Associate Director	3/3/2025 18:24	approved	3/4/2025 14:01	3/4/2025 14:29	29	Yes	
Yes	Kandha Consulting corp	Anitha Krishnaraj	Anitha	Krishnaraj	Anitha@kandha.co	1217 Sampley Lane	Leander	US	78641	TX	8283842136	Consulting	Operations consultant	3/4/2025 0:26	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Information Resource Group, Inc. (IRG)	Sonakshi Mandloi	Sonakshi	Mandloi	txreq@irginc.net	1617 Southridge Dr., Ste. 200	Jefferson City	US	65109	MO	5732984474	Consulting	Manager	3/4/2025 4:09	approved	3/4/2025 14:06	3/4/2025 15:53	107	Yes	
Yes		Sonakshi Mandloi	Sonakshi	Mandloi	txreq@irginc.net											3/4/2025 14:01	3/4/2025 15:08	67	Yes	
Yes		Sonakshi Mandloi	Sonakshi	Mandloi	txreq@irginc.net											3/4/2025 14:01	3/4/2025 15:01	60	Yes	
Yes		Sonakshi Mandloi	Sonakshi	Mandloi	txreq@irginc.net											3/4/2025 15:06	3/4/2025 15:29	24	Yes	
No	Savvy consultimg	Sanjay	Sanjay	Mittal	Mittal.sanjay@gmail.com	5632 Belstead lane	Glen allen	US	23059	VA	8046871300	Software - Finance	Director	3/4/2025 4:20	approved	--	--	--	--	
Yes	Maverick Labs	Manish Jain	Manish	Jain	manish@mavericklabs.cloud	B-203, Aparna Sarovar Grande	Hyderabad	IN	500019	Other	'+91-7720077549	Support Outsourcing	Principal Solution Architect	3/4/2025 5:58	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Mainline Information Systems	Jonathan Real	Jonathan	Real	jon.c.real@gmail.com	8779 MEADOW FLOWER LN	Pensacola	US	32514	FL	8087250517	Consulting	Solutions Architect	3/4/2025 6:40	approved	3/4/2025 14:01	3/4/2025 14:46	46	Yes	
Yes	Neos consulting	Richard Carter	Richard	Carter	Richard.carter@neosconsulting.com	1600 Barton springs	Austin	US	78704	TX	5127992360	High Tech - Other	Vp	3/4/2025 6:48	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Conduent	Susan Cotten	Susan	Cotten	susan.cotten@conduent.com	Conduent	St. Augustine	US	32080	FL	904.689.5813	Software - Healthcare	Senior Capture Manager Consultant	3/4/2025 7:35	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	Sourcing Advisory Services, LLC	Lynn McNeal	Lynn	McNeal	lynn.mcneal@integrisapplied.com	1117 Rosecliff Drive	Waxhaw	US	28173	NC	4435624111	Consulting	Director of Admin	3/4/2025 7:39	approved	3/4/2025 14:01	3/4/2025 14:50	49	Yes	
Yes	Kyndryl	Hollon Stevens	Hollon	Stevens	hollon.stevens@kyndryl.com	1 vanderbilt ave	New york	US	10017	NY	571.623.9411	Consulting	Partner	3/4/2025 7:51	approved	3/4/2025 14:01	3/4/2025 15:00	60	Yes	
Yes	Maximus	Denise Mikin	Denise	Mikin	DeniseMikin@Maximus.com	1600 Tysons Bou1600 Tysons Boulevard, #1400	McLean	US	22102	VA	703-251-8500	Consulting	Director	3/4/2025 8:03	approved	3/4/2025 14:02	3/4/2025 14:45	44	Yes	
Yes	DIR	Pete Casals	Pete	Casals	pete.casals@dir.texas.gov	300 W. 15TH ST Suite 1300	Austin	US	78701	TX	(512) 475-4669	Government - State & Local	Procurement Lead	3/4/2025 8:04	approved	3/4/2025 14:02	3/4/2025 15:53	111	Yes	
No	Vendorship Inc.	Ananya	Ananya	Garg	ananya@vendorship.net	925 NorthPoint Parkway, Suite 130	Alpharetta	GE	30005	Other	770 285 7238	Government - State & Local	Proposal Manager	3/4/2025 8:06	approved	--	--	--	--	
Yes	Kyndryl INC	Sunit Patke	Sunit	Patke	sunit.patke@kyndryl.com	1 Vanderbilt Ave	New York	US	10017	NY	5174108624	Other	Director, Enterprise Architect	3/4/2025 8:11	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	dir	Alondra Trejo	Alondra	Trejo	alondra.trejo@dir.texas.gov	300 w 15th st	Austin	US	78725	TX	na	Government - State & Local	intern	3/4/2025 8:16	approved	3/4/2025 14:03	3/4/2025 15:53	110	Yes	
Yes	Strategic Partnerships, Inc.	Dallas Richard	Dallas	Richard	drichard@spartnerships.com	7500 Rialto Boulevard Building 2, Suite #145	Austin	US	78735	TX	512-531-3900	Consulting	Sr. Consultant	3/4/2025 8:39	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	AHEAD	Karen Ziliak	Karen	Ziliak	karen.ziliak@ahead.com	1243 Peden St	Houston	US	77006	TX	2817726720	VAR/Systems Integrator	Client Director	3/4/2025 8:44	approved	3/4/2025 14:01	3/4/2025 15:34	94	Yes	
Yes	SoftSages LLC	Deeksha Jha	Deeksha	Jha	rfp@softsages.com	20, Mystic Lane, 2nd Floor	Malvern	US	19355	PA	484-321-8314	Other	RFP Associate	3/4/2025 8:46	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	SoftSages LLC	Deeksha Jha	Deeksha	Jha	rfp@softsages.com											3/4/2025 14:01	3/4/2025 15:53	112	Yes	
No	Beacon Systems, Inc.	Gourab	Gourab	Aich	gourab.aich@radiant.digital	9900 W. Sample Road, Suite 204	Coral Springs	US	33065	FL	(954) 426-1171	Software - Other	Sr. Proposal Writer	3/4/2025 8:50	approved	--	--	--	--	
Yes	Beacon Systems, Inc.	Venkatesh Gorantla	Venkatesh	Gorantla	venkatesh.gorantla@radiant.digital	9900 W. Sample Road, Suite 204	Coral Springs	US	33065	FL	(954) 426-1171	Software - Other	Proposal Writer	3/4/2025 8:53	approved	3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	FedTec, LLC	Parminder Kaur	Parminder	Kaur	stateproposals@fedtec.com	1950 Opportunity Way, Suite 1300	Reston	US	20190	VA	425-998-6876	Consulting	Director	3/4/2025 8:56	approved	3/4/2025 14:41	3/4/2025 15:05	24	Yes	
Yes	FedTec, LLC	Parminder Kaur	Parminder	Kaur	stateproposals@fedtec.com											3/4/2025 14:30	3/4/2025 14:41	12	Yes	
Yes	FedTec, LLC	Parminder Kaur	Parminder	Kaur	stateproposals@fedtec.com											3/4/2025 14:01	3/4/2025 15:53	112	Yes	
Yes	FedTec, LLC	Parminder Kaur	Parminder	Kaur	stateproposals@fedtec.com											3/4/2025 14:02	3/4/2025 14:30	28	Yes	
Yes	Resource Informatics Group, Inc	Krishna Garimella	Krishna	Garimella	gov@rigusinc.com	400 E Royal Ln, Suite 218,	Irving, TX	US	75039	TX	309 648 8607	Consulting	Director of Sales	3/4/2025 9:00	approved	3/4/2025 14:22	3/4/2025 14:27	5	Yes	
Yes	Resource Informatics Group, Inc	Krishna Garimella	Krishna	Garimella	gov@rigusinc.com											3/4/2025 14:01	3/4/2025 14:16	16	Yes	
Yes	Resource Informatics Group, Inc	Krishna Garimella	Krishna	Garimella	gov@rigusinc.com											3/4/2025 14:19	3/4/2025 15:32	73	Yes	

Yes	Resource Informatics Group, Inc	Krishna Garimella	Krishna	Garimella	gov@rigusinc.com												3/4/2025 14:46	3/4/2025 14:49		4	Yes
Yes	Resource Informatics Group, Inc	Krishna Garimella	Krishna	Garimella	gov@rigusinc.com												3/4/2025 14:01	3/4/2025 14:10		9	Yes
Yes	Resource Informatics Group, Inc	Krishna Garimella	Krishna	Garimella	gov@rigusinc.com												3/4/2025 14:10	3/4/2025 14:18		9	Yes
Yes	Resource Informatics Group, Inc	Krishna Garimella	Krishna	Garimella	gov@rigusinc.com												3/4/2025 14:19	3/4/2025 14:22		4	Yes
Yes	Resource Informatics Group, Inc	Krishna Garimella	Krishna	Garimella	gov@rigusinc.com												3/4/2025 14:34	3/4/2025 14:36		3	Yes
Yes	Resource Informatics Group, Inc	Krishna Garimella	Krishna	Garimella	gov@rigusinc.com												3/4/2025 14:36	3/4/2025 14:44		9	Yes
Yes	Resource Informatics Group, Inc	Krishna Garimella	Krishna	Garimella	gov@rigusinc.com												3/4/2025 14:50	3/4/2025 15:02		13	Yes
Yes	Resource Informatics Group, Inc	Krishna Garimella	Krishna	Garimella	gov@rigusinc.com												3/4/2025 15:33	3/4/2025 15:53		20	Yes
Yes	Vendorship	Arman Aarif	Arman	Aarif	arman@vendorship.net	Tech Alpharetta 2972 Webb Bridge Rd, Suite 102 A	Alpharetta	US	30009	GA	404.982.4070	Consulting	Research Analyst	3/4/2025 9:04	approved		3/4/2025 14:01	3/4/2025 15:29		89	Yes
Yes	BDO USA	Chad Brunner	Chad	Brunner	cbrunner@bdo.com	330 North Wabash, Suite 3200	Chicago	US	60611	IL	312-240-1237	Government - State & Local	Bid Manager	3/4/2025 9:36	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	PARSOLVO	Joseph Janecka	Joseph	Janecka	joseph.janecka@parsolvo.com	20642 Bandrock Terrace	Richmond	US	77407	TX	7038618123	Consulting	CEO	3/4/2025 9:36	approved		3/4/2025 14:06	3/4/2025 15:53		107	Yes
Yes	Gainwell Technologies	Shannon Glasscock	Shannon	Glasscock	shannon.glasscock@gainwelltechnologies.com	13641 Sunrise Ln	Monmouth	US	97361	OR	503.428.6197	VAR/Systems Integrator	Solutions Consultant	3/4/2025 9:39	approved		3/4/2025 14:01	3/4/2025 14:22		22	Yes
No	Bdo	Suzannah	Suzannah	Fogle	Sfogle@bdo.com	58 Ivy Way	Atlanta	US	30342	GA	4043409500	Consulting	Bd	3/4/2025 9:58	approved		--	--	--	--	--
Yes	Random Bit LLC	Susanne Ungerer	Susanne	Ungerer	susanne@randombitcorp.com	2610 W. Roosevelt Blvd, Suite C	Monroe	US	28110	NC	7042071716	Consulting	CEO	3/4/2025 9:59	approved		3/4/2025 14:01	3/4/2025 15:14		73	Yes
Yes	CherryRoad Technologies	Jessica Krattiger	Jessica	Krattiger	jkrattiger@cherryroad.com	6 Upper Pond Rd. 2nd Floor	Parsippany	US	7054	NJ	2623702929	Consulting	Sales Executive	3/4/2025 10:02	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	Random Bit	Lori Morrow	Lori	Morrow	lori.morrow@randombitcorp.com	2610 W. Roosevelt Blvd.	Monroe	US	28110	NC	19802392993	Consulting	CAO	3/4/2025 10:04	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
No	Konica Minolta	Thomas	Thomas	Cutler	TCutler@kmbs.konicaminolta.us	1595 Spring Hill Rd	Vienna	US	22182	VA	7275428472	Support Outsourcing	Director Strategic Government Alliance	3/4/2025 10:05	approved		--	--	--	--	--
No	Gainwell Technologies	Brandon	Brandon	Hwang	Brandon.Hwang@gainwelltechnologies.com	1877 N Winnebago Ave	Chicago	US	60647	IL	3127201777	Government - State & Local	Director	3/4/2025 10:08	approved		--	--	--	--	--
No	Crescens Inc.	Sophia	Sophia	Samuel	sophia@crescensinc.com	1200 Route 22 East, Suite 2000-2176	Bridgewater	US	8807	NJ	732-322-0543	Consulting	CEO	3/4/2025 10:23	approved		--	--	--	--	--
No	Crescens Inc	Kesia	Kesia	Shining	projects@crescensinc.com	1200 Route 22 East, Suite 2000-2176	Bridgewater	US	8807	NJ	9626793494	Consulting	Proposal writer	3/4/2025 10:25	approved		--	--	--	--	--
Yes	Vivid GovTech	Cynthia Smith	Cynthia	Smith	Cynthias@vividgovtech.com	15305 Dallas Parkway 12th Floor #3819	Addison	US	75001	TX	9164740903	Consulting	Procurement Manager	3/4/2025 10:30	approved		3/4/2025 14:01	3/4/2025 15:30		89	Yes
Yes	NTT DATA	Amanda Koslow	Amanda	Koslow	amanda.kozlowski@nttdata.com	NTT DATA	Plano	US	25404	TX	410 781 4912	Other	Proposal Manager	3/4/2025 10:42	approved		3/4/2025 14:01	3/4/2025 14:10		9	Yes
Yes	Kyndryl	Valeria Esquivel	Valeria	Esquivel	valeria.esquivel.morales@kyndryl.com	AFZ American Free-Trade Zone, Building F31	Heredia	CR	1370	Other	88942263	Consulting	Proposal Contract Manager - Bid Manager	3/4/2025 10:46	approved		3/4/2025 14:01	3/4/2025 14:19		19	Yes
Yes	Kyndryl	Valeria Esquivel	Valeria	Esquivel	valeria.esquivel.morales@kyndryl.com												3/4/2025 14:17	3/4/2025 15:53		96	Yes
Yes	Future Point of View	Joe McIntosh	Joe	McIntosh	joemcintosh@fpov.com	3856 S Blvd Suite 100	Edmond	US	73013	OK	405-824-3793	High Tech - Other	Government Practice Lead	3/4/2025 10:46	approved		3/4/2025 14:01	3/4/2025 15:50		110	Yes
Yes	GWT	Jim Towle	Jim	Towle	jim.towle@gainwelltechnologies.com	unknown	TBD	US	80023	CO	3039496903	Accounting	Comp Ana	3/4/2025 10:48	approved		3/4/2025 14:01	3/4/2025 14:39		38	Yes
Yes	SAS Institute	Patrick Fariss	Patrick	Fariss	patrick.fariss@sas.com	304 Las Colinas Dr.	Georgetown	US	78628	TX	512-591-6529	Education	Texas Education Manager	3/4/2025 11:06	approved		3/4/2025 14:01	3/4/2025 14:31		30	Yes
Yes	Sendero Consulting	samuel sharpe	samuel	sharpe	samuel.sharpe@senderoconsulting.com	2100 Ross Ave #400	Dallas	US	75201	TX	8309982006	Consulting	Consulting Manager	3/4/2025 11:17	approved		3/4/2025 14:01	3/4/2025 15:10		70	Yes
Yes	Sendero Consulting	samuel sharpe	samuel	sharpe	samuel.sharpe@senderoconsulting.com												3/4/2025 15:10	3/4/2025 15:15		5	Yes
Yes	Sendero Consulting	samuel sharpe	samuel	sharpe	samuel.sharpe@senderoconsulting.com												3/4/2025 15:15	3/4/2025 15:17		3	Yes
Yes	Liona Enterprises	Micah Dickson	Micah	Dickson	mdickson@lionaenterprises.com	308 Reading Rd.	Cincinnati	US	45202	OH	5133045576	High Tech - Other	Director of Strategic Capture	3/4/2025 11:19	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	PYXIS Management Consulting Group LLC	Swati Lohia	Swati	Lohia	slohia@pyxismcg.com	25 Woodland Dr	Alamo	US	94507	CA	9165491222	Consulting	Senior Manager	3/4/2025 11:48	approved		3/4/2025 14:02	3/4/2025 15:29		88	Yes
Yes	Guidehouse	Nazrine Dillard	Nazrine	Dillard	ndillard@guidehouse.com	111 Congress Avenue, Suite 2500	Austin	US	78701	TX	512-493-5496	Other	Managing Consultant	3/4/2025 11:52	approved		3/4/2025 14:01	3/4/2025 15:37		96	Yes
Yes	Vendorship Inc	Vidya Poojari	Vidya	Poojari	vidya@vendorship.net	925 North Point Parkway, Alpharetta GA,	Alpharetta	GE	30005	Other	'+1 678.208.8956	Other	Proposal Research Analyst	3/4/2025 12:00	approved		3/4/2025 14:05	3/4/2025 14:07		2	Yes
Yes	Vendorship Inc	Vidya Poojari	Vidya	Poojari	vidya@vendorship.net												3/4/2025 14:12	3/4/2025 14:22		10	Yes
Yes	Accenture	Kathy Rooney	Kathy	Rooney	kathryn.rooney@accenture.com	5th Avenue	Collegeville	US	19426	PA	267-216-0427	Consulting	Contract Manager	3/4/2025 12:02	approved		3/4/2025 14:03	3/4/2025 15:13		71	Yes
Yes	Accenture	Kathy Rooney	Kathy	Rooney	kathryn.rooney@accenture.com												3/4/2025 15:13	3/4/2025 15:53		40	Yes
No	TransReach Talent LLC	Venkat	Venkat	Yellaula	Govt@transreach.com	97 Church lane, North Brunswick NJ 08902	North Brunswick	US	8902	NJ	'+1 609 906 4838	Other	Managing Drector	3/4/2025 12:04	approved		--	--	--	--	--
Yes	American Unit Inc.,	Linda Montgomery	Linda	Montgomery	Linda.montgomery@americanunit.com	2901 N. Dallas Pkwy Suite 333	Plano	US	75093	TX	972 398 3312	High Tech - Other	Talent Acquisition	3/4/2025 12:05	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	American Unit Inc.,	Linda Montgomery	Linda	Montgomery	Linda.montgomery@americanunit.com												3/4/2025 14:21	3/4/2025 15:53		92	Yes
Yes	Amazon Web Services	Josh Woods	Josh	Woods	jshuwo@amazon.com	133 Mindy Way	Liberty Hill	US	78642	TX	2487199991	Government - State & Local	Consulting Services Advisor	3/4/2025 12:14	approved		3/4/2025 14:01	3/4/2025 15:34		93	Yes
Yes	Amazon Web Services	Josh Woods	Josh	Woods	jshuwo@amazon.com												3/4/2025 15:34	3/4/2025 15:53		19	Yes
Yes	PI R-Square Solutions LLC	Seena Rajeev	Seena	Rajeev	govt@pirsquaresolutions.com	2475 Northwinds Parkway, Suite #200, Alpharetta ,	Alpharetta	US	30009	GA	'+1 404-666-0805	Software - Other	Chairman	3/4/2025 12:18	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	Info-Tech	Libby Liewald	Libby	Liewald	lliewald@infotech.com	3960 Howard Hughes Parkway	Las Vegas	US	89169	CA	9258789464	Consulting	Director	3/4/2025 12:23	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	Aakash	Bhargav Khatri	Bhargav	Khatri	bhargaav@aakash.com	701 Brazos St	Austin	US	78701	TX	9173064996	Software - Other	Business Manager	3/4/2025 12:35	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	Info-Tech Research Group	Darren Devereaux	Darren	Devereaux	ddevereaux@infotech.com	1225 South Clark Street	Arlington	US	22202	VA	1 (888) 670-8889	Consulting	Vice President	3/4/2025 12:36	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	Arthur Lawrence Management LLC	ravi s	ravi	s	govt@arthurlawrence.net	1500 citywest blvd	houston	US	77042	TX	8329694817	Consulting	Director	3/4/2025 12:38	approved		3/4/2025 14:01	3/4/2025 15:02		61	Yes
Yes	TxOnesource	Dave Ballinger	Dave	Ballinger	dave.ballinger@txonesource.com	108 Taylors Cove	Buda	US	78610-3215	TX	5124685256	Government - State & Local	Senior consultant	3/4/2025 12:52	approved		3/4/2025 14:01	3/4/2025 14:59		59	Yes
Yes	Cayuse Civil Services	Maurice Williams	Maurice	Williams	maurice.williams@cayusegov.com	72632 Coyote Rd	Pendleton	US	97229	OR	5413107234	Government - State & Local	Solutions Architect	3/4/2025 12:56	approved		3/4/2025 14:01	3/4/2025 14:56		56	Yes
Yes	Gainwell Technologies	Mike McGinnis	Mike	McGinnis	mike.mcginnis@gainwelltechnologies.com	39446 Farmhill Dr.	Sterling Heights	US	48313	MI	2485218638	Software - Healthcare	Sales Support Specialist	3/4/2025 12:57	approved		3/4/2025 14:23	3/4/2025 15:53		91	Yes
Yes	Launch Consulting Group	Davood Ghods	Davood	Ghods	daghods@launchcg.com	3013 Douglas Blvd	Roseville	US	95661	CA	9162052124	Consulting	Managing Director	3/4/2025 13:02	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	Launch Consulting Group	Davood Ghods	Davood	Ghods	daghods@launchcg.com												3/4/2025 14:12	3/4/2025 14:20		9	Yes
Yes	Forrester	Sckilayre Eberhardy	Sckilayre	Eberhardy	seberhardy@forrester.com	1533 N 116 St	Wauwatosa	US	53226	WI	608-799-8639	Government - Federal	Operations Specialist	3/4/2025 13:02	approved		3/4/2025 14:01	3/4/2025 15:00		59	Yes
Yes	Forrester Research	Taylor Hilliard	Taylor	Hilliard	thilliard@forrester.com	60 Acorn Park Dr	Cambridge	US	2140	MA	408-792-6300	Consulting	Associate Capture Manager	3/4/2025 13:03	approved		3/4/2025 14:01	3/4/2025 14:29		29	Yes
Yes	Forrester Research	Drew Jaehnig	Drew	Jaehnig	djaehnig@forrester.com	4551 Cooper rd	eden	US	21822	MD	5406716671	Government - Federal	Capture Manager	3/4/2025 13:04	approved		3/4/2025 14:03	3/4/2025 14:16		13	Yes
Yes	Forrester Research	Drew Jaehnig	Drew	Jaehnig	djaehnig@forrester.com												3/4/2025 14:22	3/4/2025 15:53		91	Yes
Yes	GOVantage	Neal Nolan	Neal	Nolan	Lynn.Nolan@GOVantage.com	9101 Hog Eye Rd, Apt 1117	Austin	US	78724	TX	512-791-9193	Consulting	President	3/4/2025 13:09	approved		3/4/2025 14:01	3/4/2025 14:01		1	Yes
Yes	GOVantage	Neal Nolan	Neal	Nolan	Lynn.Nolan@GOVantage.com												3/4/2025 14:32	3/4/2025 15:53		81	Yes
Yes	GOVantage	Neal Nolan	Neal	Nolan	Lynn.Nolan@GOVantage.com												3/4/2025 14:03	3/4/2025 15:53		110	Yes
Yes	GOVantage	Neal Nolan	Neal	Nolan	Lynn.Nolan@GOVantage.com												3/4/2025 14:01	3/4/2025 14:02		1	Yes
Yes	GOVantage	Neal Nolan	Neal	Nolan	Lynn.Nolan@GOVantage.com												3/4/2025 14:02	3/4/2025 14:02		1	Yes
Yes	GOVantage	Neal Nolan	Neal	Nolan	Lynn.Nolan@GOVantage.com												3/4/2025 14:02	3/4/2025 14:03		2	Yes
Yes	GOVantage	Neal Nolan	Neal	Nolan	Lynn.Nolan@GOVantage.com												3/4/2025 14:04	3/4/2025 14:29		26	Yes
Yes	Timmons Group, Inc.	Andrea Marsters	Andrea	Marsters	andrea.marsters@timmons.com	7053 Celebration Park Ave	Richmond	US	23225	VA	7173952513	Other	Marketing Manager	3/4/2025 13:10	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	MTX Corp.	Archita Bhatt	Archita	Bhatt	archita@mavq.com	716 Glacial Stream Ln	Cedar Park	US	78613	TX	5512086768	Software - Other	EVP AI and CyberSecurity	3/4/2025 13:11	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	ESYSTEMS, INC	Sue Deyo	Sue	Deyo	susan@esystems-inc.com	4250 US Highway 1, Suite 105	Monmouth Junction	US	8852	NJ	406.431.2292	Consulting	Proposal Manager	3/4/2025 13:15	approved		3/4/2025 14:05	3/4/2025 15:22		77	Yes
Yes	Carahsoft	George Nicholls	George	Nicholls	George.Nicholls@carahsoft.com	11493 Sunset Hills Road, Suite 100	Reston	US	20190	VA	7038899815	VAR/Systems Integrator	Manager	3/4/2025 13:18	approved		3/4/2025 14:02	3/4/2025 15:53		111	Yes
Yes	Tinioimpacts	George Abolarin	George	Abolarin	georgeabolarin@tinioimpacts.com	4823 Barboli	San Antonio	US	78253	TX	8183009424	Support Outsourcing	Manager	3/4/2025 13:41	approved		3/4/2025 14:05	3/4/2025 15:10		65	Yes
Yes	Inceed	Alexandra Mandola	Alexandra	Mandola	amandola@inceed.com	1111 N. Loop West Suite 700	Houston	US	77008	TX	3252606169	Other	Account Manager	3/4/2025 13:41	approved		3/4/2025 14:02	3/4/2025 15:53		111	Yes
Yes	Inceed	Alexandra Mandola	Alexandra	Mandola	amandola@inceed.com												3/4/2025 14:15	3/4/2025 15:33		79	Yes
Yes	Kyndryl, Inc.	Calvin Rhodes	Calvin	Rhodes	calvin.rhodes@kyndryl.com	3480 Rivers Call Blvd	Atlanta	GE	30339	Other	4042908833	Other	VP, Account Management	3/4/2025 13:43	approved		3/4/2025 14:01	3/4/2025 15:53		113	Yes
Yes	Kandha Consulting	Jayashree Natarajan	Jayashree	Natarajan	jayashree@kandha.co	4017 Bison Bend	Cedar Park	US	78613	TX	5129499271	Consulting	Business System Analyst	3/4/2025 13:44	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	Tucker-Reeves Associates	Chris Washa	Chris	Washa	chriswasha@trallc.com	2405 IH-35	New Braunfels	AG	78130	Other	8306209922	Other	Sr. Technical Recruiter	3/4/2025 13:45	approved		3/4/2025 14:01	3/4/2025 15:53		113	Yes
No	StackNexus, Inc.	Sai	Sai	Teja	sai.teja@stacknexus.io	1401 21st Street, Suite 210	Sacramento	US	95811	CA	(667) 369-5189	Software - Other	Proposal Manager	3/4/2025 13:51	approved		--	--	--	--	--
Yes	Coonverge Technology Solutions	Duane Oertell	Duane	Oertell	duane.oertell@convergetp.com	3 Collins Court	Wimberley	US	78676	TX	512-710-5964	VAR/Systems Integrator	Sr. Account Executive	3/4/2025 13:52	approved		3/4/2025 14:01	3/4/2025 14:59		59	Yes
Yes	Coonverge Technology Solutions	Duane Oertell	Duane	Oertell	duane.oertell@convergetp.com												3/4/2025 15:05	3/4/2025 15:53		48	Yes
Yes	Pricesenz	Mahendra Kumar	Mahendra	Kumar	mkumar@pricesenz.com	17250 Dallas Pkwy, Dallas, TX 75248	Dallas	US	75248	TX	4695279669	Software - Other	VP	3/4/2025 13:53	approved		3/4/2025 14:01	3/4/2025 15:15		75	Yes
Yes	Pyxis Management Consulting	Jayavelu Arumugam	Jayavelu	Arumugam	jarumugam@pyxismcg.com	13002 Tantivy Drive	Austin	US	78729	TX	5173030343	Government - State & Local	Senior Manager	3/4/2025 13:53	approved		3/4/2025 14:01	3/4/2025 14:33		32	Yes
Yes	Signature Advisory Partners	Nancy Rainosek	Nancy	Rainosek	Nancy.rainosek@signatureadvisorypartners.com	3705 Del Robles dr	Austin	US	78727	TX	5128205481	Consulting	Senior Consultant	3/4/2025 13:54	approved		3/4/2025 14:01	3/4/2025 14:53		53	Yes
Yes	Signature Advisory Partners	Nancy Rainosek	Nancy	Rainosek	Nancy.rainosek@signatureadvisorypartners.com												3/4/2025 14:59	3/4/2025 15:13		15	Yes
Yes	Quacito LLC	sonal jain	sonal	jain	sonal@quacito.com	11802 warfield st #200	san antonio	US	78216	TX	2106950795	Software - Other	president	3/4/2025 13:54	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	Genius Road	Cheryl Miller	Cheryl	Miller	cmiller@geniusroad.com	14300 Quorum Dr. Ste 430	Dallas	US	75254	TX	713-854-0548	Consulting	Director of National Accounts	3/4/2025 13:56	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	Nagarro, Inc.	Shveta Kabra	Shveta	Kabra	shveta.kabra@nagarro.com	Austin, Texas	Austin	US	78701	TX	4083727002	Software - Other	Director	3/4/2025 13:56	approved		3/4/2025 14:01	3/4/2025 14:31		31	Yes
Yes	Genesis Consulting Partners, LLC	Casey Porter	Casey	Porter	caseyporterwriter@gmail.com	1818 Library Street, Suite 500	Reston	US	23219	VA	'+1 228 760 0218	Other	Proposal Specialist	3/4/2025 13:57	approved		3/4/2025 14:01	3/4/2025 15:16		76	Yes
Yes	Genesis Consulting Partners, LLC	Casey Porter	Casey	Porter	caseyporterwriter@gmail.com												3/4/2025 15:14	3/4/2025 15:53		39	Yes
Yes	National Human Resources Group	Thomas Volick	Thomas	Volick	tom.volick@nhrg.com	303 Brooks Hollow	Lakeway	US	78734	TX	512 743-3829	Consulting	President	3/4/2025 13:57	approved		3/4/2025 14:01	3/4/2025 15:25		85	Yes
Yes	NHRG, Inc.	Alison DeStefano	Alison	DeStefano	alison.destefano@nhrg.com	2009 RR 620 North, Suite 320	Austin	US	78734	TX	512-923-2559	High Tech - Other	Sr. Recruiter	3/4/2025 13:58	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
No	PCG	Maren	Maren	Stark	mstark@pcgus.com	148 State Street	Boston	US	2109	MA	253-234-9080	Government - State & Local	Proposal Manager	3/4/2025 13:58	approved		--	--	--	--	--
Yes	The Sanborn Map Company, Inc.	Matt Hiland	Matt	Hiland	mhiland@sanborn.com	7500 Rialto Boulevard, Building 2, Suite 135	Austin	US	78735	TX	5127367001	Consulting	Director of Strategic Accounts, Central Region	3/4/2025 13:58	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	SMART IT PROS INC	Lakshmi N	Lakshmi	N	lakshmi.n@smartitpros.com	2305 Ridge Rd	Rockwall	US	75087	TX	7342381553	Software - Other	Bid Manager	3/4/2025 13:59	approved		3/4/2025 14:01	3/4/2025 15:32		92	Yes
Yes	SMART IT PROS INC	Lakshmi N	Lakshmi	N	lakshmi.n@smartitpros.com												3/4/2025 15:49	3/4/2025 15:53		4	Yes
Yes	DevDotCom, LLC	Lane Dever	Lane	Dever	info@devdotcom.net	659 Fox Ln	Lockhart	US	78644	TX	7272979166	Software - Other	CEO & Founder	3/4/2025 13:59	approved		3/4/2025 14:01	3/4/2025 14:40		40	Yes
No	Precision Task Group	Robert	Robert	Ozuna	robert.ozuna@ptg.com	9801 Westheimer	Houston	US	77042	TX	8327942210	Software - Other	Account executive	3/4/2025 13:59	approved		--	--	--	--	--
Yes	Mainline Information Systems, LLC.	Kimberly Riley	Kimberly	Riley	kim.riley@mainline.com	6263 E Gilmore Ln	Ashland	US	65010	MO	7275015994	High Tech - Other	Sr Manager - Services	3/4/2025 13:59	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	Capsher Technology	Steven ONeal	Steven	ONeal	soneal@capsher.com	1604 Crescent Pointe Parkway	College Station	US	77845	TX	9792298945	Consulting	Head of Account Management	3/4/2025 13:59	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	Forvis Mazars	Matt McClelland	Matt	McClelland	matt.mcclelland@us.forvismazars.com	910 E St Louis St	Springfield	US	65806	MO	4175220425	Accounting	Manager	3/4/2025 13:59	approved		3/4/2025 14:01	3/4/2025 15:08		68	Yes
Yes	The Greentree Group	Ellison Williams	Ellison	Williams	ewilliams@greentreegroup.com	1360 Technology Court	Beavercreek	US	45430	OH	3377396590	Consulting	Principal	3/4/2025 13:59	approved		3/4/2025 14:04	3/4/2025 15:25		81	Yes
Yes	tandem cyber	Tevin Manuel	Tevin	Manuel	tevin@tandemcyber.co	PO BOX 5056	Knoxville	US	37928	TN	3162470560	High Tech - Other	CEO	3/4/2025 14:00	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	Capsher Technology	John Leonard	John	Leonard	jleonard@capsher.com	2441 Newark Circle	College Station	US	77845	TX	9792291514	Software - Other	Project Manager II	3/4/2025 14:00	approved		3/4/2025 14:03	3/4/2025 15:42		100	Yes
Yes	Precision Task Group, Inc.	Vera Merritt	Vera	Merritt	vera.merritt@ptg.com	9801 Westheimer Rd.	Houston	US	77042	TX	713-781-7481	Software - Other	Proposals Manager	3/4/2025 14:00	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	Nagarro Inc.	Travis Williams	Travis	Williams	travis.williams@nagarro.com	216 Cedar Mountain Dr.	Marble Falls	US	78654	TX	3125197075	Software - Other	Sr. Director, Texas Public Sector	3/4/2025 14:00	approved		3/4/2025 14:01	3/4/2025 15:30		90	Yes
Yes	GovExperts	Chris Britton	Chris	Britton	chris@govexperts.com	919 Congress Ste 1255	Austin	US	78701	TX	512-480-0049	Consulting	CEO	3/4/2025 14:00	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	McKinsey	Peter Kaufman	Peter	Kaufman	peter_kaufman@mckinsey.com	U.S. Bank Tower, 633 W 5th St #7000	Los Angeles	US	90071	CA	3105314164	Consulting	Associate	3/4/2025 14:00	approved		3/4/2025 14:01	3/4/2025 14:37		37	Yes
Yes	McKinsey	Peter Kaufman	Peter	Kaufman	peter_kaufman@mckinsey.com												3/4/2025 15:33	3/4/2025 15:53		20	Yes
Yes	V3Main Technologies, Inc.	Venkat Maddikayala	Venkat	Maddikayala	venkat.maddikayala@v3main.com	3215 Brinmont PL Ln	Katy	US	77494	TX	2813940509	High Tech - Other	President and CEO	3/4/2025 14:00	approved		3/4/2025 14:01	3/4/2025 15:08		67	Yes
Yes	Inventive	Trinity Stuart	Trinity	Stuart	trinity.stuart@inventive.io	975 fm 3000	Elgin	US	78621	TX	7473346748	Software - Other	Delivery Manager	3/4/2025 14:00	approved		3/4/2025 14:01	3/4/2025 14:58		57	Yes
Yes	National Human Resource Group, Inc.	Travis Cohee	Travis	Cohee	travis.cohee@nhrg.com	8320 Steamline Cir	Austin	US	78745	TX	7379907171	Other	Controller	3/4/2025 14:01	approved		3/4/2025 14:06	3/4/2025 15:53		107	Yes
Yes	Resource Informatics Group, Inc	Swapna Avanthika	Swapna	Avanthika	swapna@rigusinc.com	Texas	Irving	US	75039	TX	972-215-7093	Consulting	Vice President	3/4/2025 14:01	approved		3/4/2025 14:01	3/4/2025 15:46		106	Yes
Yes	Deloitte Consulting	Khoa Ho	Khoa	Ho	khoho@deloitte.com	10301 Burnet Rd	Austin	US	78758	TX	737 308 2051	Consulting	Consulting Analyst	3/4/2025 14:01	approved		3/4/2025 14:01	3/4/2025 15:02		62	Yes
Yes	Cloudwick	Rachel Thomas	Rachel	Thomas	rachel.thomas@cloudwick.com	11820 Granite Bay Place	Austin	US	78732	TX	512-921-9256	Software - Other	Sr Account Exec	3/4/2025 14:01	approved		3/4/2025 14:03	3/4/2025 15:53		110	Yes
Yes	Cloudwick	Rachel Thomas	Rachel	Thomas	rachel.thomas@cloudwick.com												3/4/2025 15:09	3/4/2025 15:48		39	Yes
Yes	Cloudwick	Rachel Thomas	Rachel	Thomas	rachel.thomas@cloudwick.com												3/4/2025 15:48	3/4/2025 15:53		5	Yes
Yes	Web Age Solutions	Cordero Bernal	Cordero	Bernal	cbernal@webagesolutions.com	12375 Stephenville Dr	Frisco	US	75035	TX	2147356085	High Tech - Other	DIR Operations	3/4/2025 14:01	approved		3/4/2025 14:01	3/4/2025 15:53		112	Yes
Yes	McKinsey & Company, Inc. Washington D.C.	Samuel Maki	Samuel	Maki	mckinsey_contracts@mckinsey.com	1200 19th Street NW Suite 1000	Washington	US	20036	DC	9103769124	Consulting	Sr. Contracts Counsel	3/4/2025 14:01	approved		3/4/2025 14:01	3/4/2025 15:50		109	Yes

Yes	HCL America	Stephen Snford	Stephen	Snford	stephen.sanford@hcltech.com	115 Violet Ave	Floral Park	US	11001	NY	5165231066	High Tech - Other	Sales Director	3/4/2025 14:01	approved	3/4/2025 14:02	3/4/2025 14:07	6	Yes
Yes	Sigma Information Group	Jason Sweet	Jason	Sweet	jsweet@sigmainfo.com	7600 N Capital of Texas Hwy Suite B360	Austin	US	78731	TX	5126647909	Consulting	COO	3/4/2025 14:01	approved	3/4/2025 14:02	3/4/2025 15:04	63	Yes
Yes	PTG - Precision Task Group	Tony Abbate	Tony	Abbate	tony.abbate@ptg.com	9801 Westheimer Road, Suite 803	Houston	US	77042	TX	7137817481	Consulting	Technical Solutions Architect	3/4/2025 14:02	approved	3/4/2025 14:02	3/4/2025 15:44	103	Yes
No	E-Consulting, inc	Vivek	Vivek	Singh	info@e-consultinginc.com	1215 Backbay	Irving	US	75063	TX	972-373-9592	Consulting	Sales Manager	3/4/2025 14:02	approved	--	--	--	--
Yes	Amzur	Bala Nemani	Bala	Nemani	bala.nemani@amzur.com	12802 Tampa Oaks Blvd	Tampa	US	33637	FL	8136004060	High Tech - Other	Founder	3/4/2025 14:02	approved	3/4/2025 14:20	3/4/2025 15:53	93	Yes
Yes	Info-Tech Research Group Inc.	Andrew Smith	Andrew	Smith	andrew.smith@infotech.com	5960 Howard Hughes Parkway Suite 500	Las Vegas	US	89169	NV	8886708889	Other	Bids & Contracts Manager	3/4/2025 14:02	approved	3/4/2025 14:04	3/4/2025 15:53	110	Yes
Yes	Fast Enterprises	Chad Curtis	Chad	Curtis	ccurtis@fastcore.com	7229 S Alton Way	Centennial	US	80112	CO	3037703700	Software - Other	Director	3/4/2025 14:03	approved	3/4/2025 14:03	3/4/2025 14:52	49	Yes
Yes	The Software Vault, LLC	Jamita Machen	Jamita	Machen	jamita.machen@theswvault.com	610 Uptown Blvd, Suite 2000	Cedar Hill	US	75104	TX	2149194196	High Tech - Other	CEO	3/4/2025 14:03	approved	3/4/2025 14:03	3/4/2025 15:53	110	Yes
Yes	Ensono	Brian Geary	Brian	Geary	brian.geary@ensono.com	88 lake street	shrewsbury	US	1545	MA	7742802101	Consulting	Digital Engagement Manager	3/4/2025 14:03	approved	3/4/2025 14:03	3/4/2025 15:00	57	Yes
Yes	Precision Task Group	Brandon Donahue	Brandon	Donahue	brandon.donahue@ptg.com	9801 Westheimer Rd #803	Houston	US	77042	TX	7018663708	Consulting	Technical Project Manager	3/4/2025 14:03	approved	3/4/2025 14:03	3/4/2025 15:53	110	Yes
Yes	Stellar Services, Inc.	Yinglin Lin	Yinglin	Lin	ylin@stellarservices.com	70 West 36th Street, 7FL New York, NY 10018	New York	US	10018	NY	6462146518	Software - Other	Proposal Manager	3/4/2025 14:03	approved	3/4/2025 14:04	3/4/2025 15:53	109	Yes
Yes	Precision Task Group	Brianna Weiner	Brianna	Weiner	brianna.weiner@ptg.com	4900 Fieldwood Court	Fairfax	US	22030	VA	7572546782	Software - Other	Assoc. General Counsel	3/4/2025 14:03	approved	3/4/2025 14:04	3/4/2025 15:13	70	Yes
Yes	HCL America	Stephen Sanford	Stephen	Sanford	stephen.sanford@hcl.com	115 Violet Ave	Floral Park	US	11001	NY	5165231066	High Tech - Other	Sales Director	3/4/2025 14:04	approved	3/4/2025 14:04	3/4/2025 15:00	57	Yes
Yes	AlgebraIT	Vamshi Algebrait	Vamshi	Algebrait	vamsi@algebrait.com	12885 Research Blvd	Austin	US	78750	TX	7372797319	Consulting	VP	3/4/2025 14:04	approved	3/4/2025 14:04	3/4/2025 15:48	104	Yes
Yes	Spruce Technologies	Darla Malone	Darla	Malone	dmalone@sprucetech.com	1644 Pinot Noir St	Austin	US	78754	TX	5127860955	High Tech - Other	Texas Market Leader	3/4/2025 14:04	approved	3/4/2025 14:05	3/4/2025 15:53	109	Yes
Yes	Talestry	Brad O'Neal	Brad	O'Neal	brad.oneal@talestry.com	3401 Mallory Lane Suite 230	Franklin	US	37067	TN	7132565054	High Tech - Other	President	3/4/2025 14:05	approved	3/4/2025 14:05	3/4/2025 15:03	58	Yes
Yes	Signature Advisory Partners	Robin Keller	Robin	Keller	robin.keller@signatureadvisorypartners.com	15870 Gooseneck Road	Salado	US	76571	TX	5122978559	Other	CAO	3/4/2025 14:05	approved	3/4/2025 14:06	3/4/2025 15:53	108	Yes
Yes	Ardent Technologies, Inc.	Ravi Yechuri	Ravi	Yechuri	ravi.y@ardentinc.com	6234 Far Hills Avenue	Dayton	US	45459	OH	937-246-6011	Consulting	Account Lead	3/4/2025 14:05	approved	3/4/2025 14:06	3/4/2025 15:00	55	Yes
Yes	eSystems, Inc.	Jeff Mann	Jeff	Mann	jeff.mann@esystems-inc.com	5 Cerrito Rojo Rd.	Placitas	US	87043	NM	8505970366	Government - State & Local	Client Partner	3/4/2025 14:06	approved	3/4/2025 14:06	3/4/2025 14:58	52	Yes
Yes	SAS Institute	Karen Vineyard	Karen	Vineyard	karen.vineyard@sas.com	101 SAS Campus Drive	Cary	US	27512	NC	17343554703	Software - Other	Principal Capture Consultant - Government	3/4/2025 14:06	approved	3/4/2025 14:06	3/4/2025 15:03	57	Yes
Yes	Daman	Balaji Mohan	Balaji	Mohan	balaji@damaninc.net	1250 Capital of Texas	Austin	US	78756	TX	5127628066	Consulting	Director	3/4/2025 14:07	approved	3/4/2025 14:07	3/4/2025 15:03	56	Yes
Yes		Balaji Mohan	Balaji	Mohan	balaji@damaninc.net											3/4/2025 15:23	3/4/2025 15:34	12	Yes
Yes	Precision Task Group	Alex McCoy	Alex	McCoy	alex.mccoy@ptg.com	2309 N 70th street	Omaha	US	68104	NE	5317772841	High Tech - Other	Technical Project Manager	3/4/2025 14:07	approved	3/4/2025 14:07	3/4/2025 14:18	11	Yes
Yes	Infojini Inc.	Bijoy Fernandes	Bijoy	Fernandes	bijoy.f@infojiniconsulting.com	10015 Old Columbia Rd, Suite B215	Columbia	US	21046	MD	443-257-0086	Government - State & Local	Proposal Writer	3/4/2025 14:08	approved	3/4/2025 14:09	3/4/2025 15:11	63	Yes
Yes	Cloudwick	John Velasquez	John	Velasquez	john.velasquez@cloudwick.com	102 Wood Trail	Austtin	US	78746	TX	5129683558	Consulting	Senior Consultant	3/4/2025 14:09	approved	3/4/2025 14:10	3/4/2025 15:20	70	Yes
Yes		John Velasquez	John	Velasquez	john.velasquez@cloudwick.com											3/4/2025 15:26	3/4/2025 15:53	27	Yes
Yes	Semper Feye Solutions	Robert Wagner	Robert	Wagner	robert.wagner@semperfeye.com	103 N Laurelwood Dr	Austin	US	78733	TX	2542382731	Government - State & Local	Chief Operations Officer	3/4/2025 14:09	approved	3/4/2025 14:10	3/4/2025 15:53	103	Yes
Yes	Precision Task Group	Vanessa Villarreal	Vanessa	Villarreal	Vanessa@ptg.com	9801 Westheimer Rd Ste 1000, Suite 803	Houston	US	77042-3975	TX	7132994554	High Tech - Other	Chief operating officer	3/4/2025 14:11	approved	3/4/2025 14:11	3/4/2025 15:01	51	Yes
Yes	IT Solutions & Staffing	Kartheek Bhashyam	Kartheek	Bhashyam	kartheek@algebrait.com	12885 Research Blvd, Ste 109	Austin	US	78750	TX	7972795162	Software - Other	CEO	3/4/2025 14:11	approved	3/4/2025 14:11	3/4/2025 15:53	102	Yes
Yes	DIR	shane hodyniak	shane	hodyniak	shane.hodyniak@dir.texas.gov	.	austin	US	76571	TX	000-000-0000	Government - State & Local	CAM	3/4/2025 14:11	approved	3/4/2025 14:11	3/4/2025 14:35	24	Yes
Yes	Ahead, Inc.	Anthony Priley	Anthony	Priley	anthony.priley@ahead.com	4100 Folsom Blvd.	Sacramento	US	96819	CA	916-719-3587	VAR/Systems Integrator	Consultant	3/4/2025 14:12	approved	3/4/2025 14:12	3/4/2025 14:59	47	Yes
Yes	PTG	Ben Gonzalez	Ben	Gonzalez	ben.gonzalez@ptg.com	9801 Westheimer Rd	Houston	US	77042	TX	4244219789	Other	Director	3/4/2025 14:12	approved	3/4/2025 14:12	3/4/2025 15:21	69	Yes
Yes	BerryDunn	Renee Morrison	Renee	Morrison	rmorrison@berrydunn.com	2211 Congress Street	Portland	US	4102	ME	207-541-5569	Consulting	Business Development Manager	3/4/2025 14:15	approved	3/4/2025 14:15	3/4/2025 14:48	33	Yes
Yes	True North Consulting Group	Hannah Loomis	Hannah	Loomis	hannah.loomis@tncg.com	3408 HIlcrest dr	Waco	US	76708	TX	2547174947	Consulting	Inside Sales Consultant	3/4/2025 14:19	approved	3/4/2025 14:19	3/4/2025 14:49	31	Yes
Yes	Forrester	Courtney Hewitt	Courtney	Hewitt	chewitt@forrester.com	470 Tarn Way	Reno	US	89503	NV	9169104016	Government - Federal	Proposal Manager	3/4/2025 14:22	approved	3/4/2025 14:22	3/4/2025 14:53	31	Yes
Yes	McKinsey & Co.	Princess Daisy Akita	Princess Daisy	Akita	princess_daisy_akita@mckinsey.com	6739 E Gelding Dr	Scottsdale	US	85254	AZ	202-617-0910	Consulting	Engagement Manager	3/4/2025 14:34	approved	3/4/2025 14:34	3/4/2025 15:30	56	Yes
Yes	Sigma Information Group	Mark Cooper	Mark	Cooper	mcooper@sigmainfo.com	7600 N Capital of Texas Hwy Ste B360	Austin	US	78731	TX	5127515150	High Tech - Other	CTO	3/4/2025 14:36	approved	3/4/2025 14:36	3/4/2025 15:01	25	Yes
Yes	Smart Information Management Systems, Inc.	Shweta Sharma	Shweta	Sharma	shweta.sharma@smartims.com	103 MORGAN LANE STE 104	PLAINSBORO	US	8536	NJ	609-779-2164	Consulting	Account Manager	3/4/2025 14:59	approved	3/4/2025 14:59	3/4/2025 15:53	54	Yes
Yes	Smart IMS Inc	Aanchal Singh	Aanchal	Singh	aanchal.singh@smartims.com	103 Morgan Lane	Plainsboro	US	8536	NJ	6099553033	Consulting	AM	3/4/2025 15:13	approved	3/4/2025 15:13	3/4/2025 15:53	40	Yes
No	Gartner	Jake	Jake	Jadlot	jake.jadlot@gartner.com	Jefferson St	Austin	US	78703	TX	512 507 8053	Consulting	Consultant	3/4/2025 15:44	approved	--	--	--	--

Other Attended

User Name	Join Time	Leave Time	Time in Session	Is Guest	Country/Region Name
12155277455	3/4/2025 14:01	3/4/2025 14:03	3	Yes	United States
15125077351	3/4/2025 14:01	3/4/2025 15:53	112	Yes	United States
14077210285	3/4/2025 14:01	3/4/2025 15:01	60	Yes	United States
17819836920	3/4/2025 15:42	3/4/2025 15:53	11	Yes	United States
15129701256	3/4/2025 14:06	3/4/2025 14:51	45	Yes	United States
19452361302	3/4/2025 14:48	3/4/2025 15:49	61	Yes	United States
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17087052366	3/4/2025 15:20	3/4/2025 15:50	31	Yes	United States
17819836920	3/4/2025 14:36	3/4/2025 14:36	1	Yes	United States
12106022412	3/4/2025 14:01	3/4/2025 14:16	16	Yes	United States
14049187301	3/4/2025 15:13	3/4/2025 15:53	41	Yes	United States
19166269507	3/4/2025 14:10	3/4/2025 15:00	51	Yes	United States
15124668315	3/4/2025 14:50	3/4/2025 15:52	62	Yes	United States
14438128710	3/4/2025 14:10	3/4/2025 15:14	65	Yes	United States
15128098930	3/4/2025 14:01	3/4/2025 14:53	52	Yes	United States
15089425485	3/4/2025 14:48	3/4/2025 15:53	65	Yes	United States

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Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-593
SOLICITATION NAME:	Deliverables Based Information Technology Services (DBITS)
ADDENDUM NUMBER:	2

Addendum Date: April 1, 2025

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

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

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

This Addendum modifies the solicitation for Deliverables Based Information Technology Services (DBITS), Solicitation No. DIR-CPO-TMP-593, released February 20, 2025. It informs interested parties that:

1. The following Documents have been revised and are hereby replaced:
    a. Attachment 1 – Contract Sample Template
    b. Attachment 2 – DIR Standard Terms and Conditions (03/2025)

Note: These documents are currently under review by the Contract Advisory Team. The Contract and DIR Terms and Conditions are subject to change prior to the submission deadline.

2. Provide a Word Document of Exhibit H VADSIR accessibility form.

3. Deadline for Submitting a request for courtesy review of HUB and Accessibility Forms will be Tuesday April 15, 2025, 5:00pm CST. DIR will not provide courtesy review for this solicitation after the deadline time has passed.

4. Provides answers to vendor questions received by March 10, 2025, 5:00 PM.

Question and Answer Document

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

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
Document: **Addendum 1**				
1.	Company Establishment	NA	As per the addendum, the respondent shall have an established business and provide these services for a minimum of 5 years to qualify for an award under section 2.2.1 of the RFO document and 3 years for an award under section 2.2.2, 2.2.3 & 2.2.4 of the RFO document. Is the 3–5-year requirement applicable to both the number of years the LLC has been established and the number of years of experience providing these services?	First this RFO requires a company to be established for the required number of years to meet the minimum qualifications to move to the next step of the evaluations, which is when experience will be evaluated. Therefore, experience is not part of this section of pass or fail review.
2.	3.6.5.3 Company Establishment	NA	The requirement states: "Vendors will provide as part of their response documentation with a copy of the company 'Articles of Incorporation,' 'Articles of Organization,' or 'Certificate of Formation' for the Limited Liability Companies." Does this mean all respondents, regardless of their legal structure, must submit one of the following documents, with the understanding that the "Certificate of Formation" applies specifically to Texas LLCs? Articles of Incorporation (specific to Corporations), Articles of Organization (specific to LLCs) or Certificate of Formation (specific to LLCs – in Texas and a few other states) Could you please confirm or clarify if our interpretation is correct?	These 3 are examples of documentation that can be provided to show proof of a company establishment date. There are other types of company formation such as LP (limited partnership), Sole Proprietorship etc., and other series of LLC types. No matter what legal formation a company has it must have a document to show its establishment date and that is what is required.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
3.	Company Establishment	NA	Will DIR accept a response from a respondent with less than the required 3 or 5 years of existence if it can demonstrate the requisite experience through its parent company? If needed, the respondent can obtain a parent guarantee letter.	DIR will disqualify a response from a company that has not been established for the appropriate number of years required for the category being proposed. The respondent shall propose for services where the respondent is qualified and meets the requirements and specifications of the solicitation.
4.	3.6.5.1 Company Establishment	NA	Under Section 2.2.1 Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP) the respondent shall have an established business and been providing these services for a minimum of 5 years to qualify for an award under this category. Respondents that are proposing services under Sections 2.2.2 Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing, Section 2.2.3 IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services, and Section 2.2.4 Project and Program Management; the respondent shall have an established business and been providing these services for a minimum of 3 years to qualify for an award under these categories. Our company is only a couple of years old, and we may not meet the 3- and 5-year requirement. Will that be an auto dis-qualifier for us to be considered?	DIR will disqualify a response from a company that has not been established for the appropriate number of years required for the category being proposed. The respondent shall propose for services where the respondent is qualified and meets the requirements and specifications of the solicitation.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
5.	Company Establishment	NA	We recently created a new legal entity that combined 3 separate IT Training/Consulting companies under a new LLC. All three companies have over 20 years' experience each in IT Training and Consulting. Is this something that we could explain in Exhibit A so we can verify that we meet the 3- and 5-year experience requirements?	IT Training and Consulting is not a category for the DBITS scope. Training is a category that fits with other categories as part of a project, not a separate category. DIR will not consider the total combined years of experience of 3 companies to meet the requirements. A company must be established for the required number of years and provide the appropriate documentation that shows the company's establishment date. Such as, for example, the Articles of formation or incorporation. DIR will use the establishment date for the Pass or Fail pre-qualification review.
Document: Exhibit A Respondent Information				
6.	Attachment A Cancelled Contracts	NA	What is required for Attachment A-Canceled Contracts?	Please read and fill out the cancelled contracts form in its entirety, completing each field by following the instructions provided.
7.	Response Document Exhibit A	NA	Respondent Information: Is the offeror required to complete this exhibit in the document provided by DIR? If not, is the offeror allowed to submit a separate document in their own format while following page limits?	This form must be completed as provided per addendum 1. Respondents may not create their own version of required submission documents. Failure to comply may result in the respondent's response being deemed unresponsive per the RFO requirements.
Document: Exhibit B Company History and Experience				

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
8.	Experience	NA	Are the years of establishment and years of experience co-joined or are they separate numbers (meaning you need total of 10 years of development experience)?	In order to move forward a company must meet the establishment requirement of 5 or 3 years depending on the categories proposed and based on the articles of formation or incorporation. The years of experience is a different criteria for Exhibit B to account for the vendors' experience in the type of services required under each category.
9.	Experience	NA	Will you allow the Prime Vendor to use Sub-Contractor Qualifications criteria?	The Sub-Contracting portion of your HUB plan is not in any way related to the Exhibit B experience requirements of your company ability to provide the services under this Solicitation. If you mean, can you use a Sub-Contractor Company years established to qualify for this Solicitation the answer is NO. DIR will enter into a Contract with the same company Name that is listed under Exhibit A and is registered to do Business in Texas.
10.	Experience	NA	Can the experience of the senior executives at a firm count towards the experience level requirements for a specific category? e.g., 5 yrs for app dev	The experience requirement is about the company itself and how many years it has been providing the services listed under the RFO, not one individual experience. The 5-year establishment requirement is not the same as the number of years doing the type of services required by the RFO.
11.	Experience	NA	When evaluating the Exhibit B Respondent History and Experience section, will state agency experience in Texas be rated higher than state agency experience in other states?	Texas does not have a set a side program. All vendors are evaluated based on the content of their response documents.
12.	Experience	NA	Can we use our subcontract past performance?	Subcontractors' experience cannot be used to meet the company experience section of the RFO requirements.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
13.	Experience	NA	Are we required to put the client's name and/or information in "Exhibit B Respondent History and Experience"? If so, is our response public information that can be requested via a request for information? Do the references need to align to the same projects we use for Exhibit B?	All documents provided in a response are subject to open records requests. Responses are evaluated on the information provided in the response. Missing information may not receive the best score for that section. The references do not need to align to the experience in exhibit B, they need to align with the categories being proposed.
14.	Experience	NA	Are you requesting a listing of names of team members and their individual qualifications with respect to each of the four service categories as it relates to post implementation support, or are you requesting a general description of our staffing qualifications for post implementation support? If the latter, would you prefer to see the qualifications as they relate to job titles or positions, or is it just a general description you're looking for? 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 for each category to which you are Responding. (Customer Support Post Project Completion is the focus of this Question) (No marketing materials, no links to websites)	The question is about the company support team for our customers using this main contract, upon completion of a project. Because not all vendors are proposing all 4 categories this may apply differently for each vendor. The goal here is to demonstrate that your company has the ability to support the project with the resources you currently have available. You may propose a support team for all categories or a different team for each category of your choice. The resource qualifications should not be someone your company plans to hire the future or subcontracting out. The support team should be available when the customer(s) needs them for the project.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
15.	Experience	NA	With respect to TMP-593 Exhibit B, instruction #4 I would like to ask my question submitted to you on March 6th a bit different, thinking that perhaps you didn't understand my confusion. Instruction #4 is shown in the email below. My question is this: Given that we are going to propose on each of the four categories of services in TMP-593, and that in many cases individuals who will provide support to the DIR customers in one category are likely to be the same person that would provide support in a different category, should we list these individuals and their qualifications just once and show which category they are qualified for, or would you prefer to see the individuals listed on a per category basis which would mean repeating some individuals and their qualifications multiple times?	The question is about the company support team for our customers using this main contract, upon completion of a project. Because not all vendors are proposing all 4 categories this may apply differently for each vendor. The goal here is to demonstrate that your company has the ability to support the project with the resources you currently have available. You may propose a support team for all categories or a different team for each category of your choice. The resource qualifications should not be someone your company plans to hire for the future or subcontracting out. The support team should be available when the customer(s) needs them for the project.
16.	History and Experience	NA	Is the offeror to provide responses in the same document provided by DIR. If not, is the offeror allowed to create a separate document in their own format while adhering to the page limits?	This form must be completed as provided. Respondents may not create their own version of required submission documents. Failure to comply may result in the respondent's response being deemed unresponsive per the RFO requirements.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
17.	Experience	NA	Team Member Qualifications (Exhibit B): The RFO requests a summary of the qualifications and experience of team members dedicated to supporting DIR customers. Is the offeror required to showcase only in-house team members who will handle this contract?	This section requirement is to demonstrate your company's ability to cover the requirements of the contract support activities. Example: who is the person answering customers questions, who is providing the web site oversight, filing sales reports, paying admin fees, and making sure the customers have a main point of contact.
18.	Experience	NA	When evaluating the Exhibit B Respondent History and Experience section, will state agency experience in Texas be rated higher than state agency experience in other states?	Texas does not have a set a side program. All vendors are evaluated based on the content of their response documents.
19.	Experience	NA	In Exhibit B Respondent History and Experience, on pages two and three on Tables two and three, are the market segments local governments, independent school districts, and institutes of higher education intended to be Texas agencies or agencies in any state? On the same tables, where would we quantify experience for state agencies outside of Texas?	This is not intended to be related to experience for the State of Texas. Vendors should use the "other" line for all experiences other than Texas market or government markets.
20.	Experience	NA	Are respondents permitted to use subcontractor qualifications and experience to bolster their response in Exhibit B or is that form only to show prime firm experience?	The experience section is to demonstrate your company's experience with the type(s) of service(s) proposed in the response. Subcontractors' qualifications should not be included in the company's experience.
21.	Experience	NA	Can the experience of the senior executives at a firm count towards the experience level requirements for a specific category? e.g., 5 yrs for app dev	The Company 5 years of experience is to be related to the Company established date to present based on the company articles of corporation or formation. The actual experience of a company is addressed under Exhibit B.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
22.	Experience	NA	For EXHIBIT B, should there be a total of three references, or is it three per category?	Respondents will provide 3 references in total. References are not submitted per category.
Document: Exhibit B Company History and Experience and Exhibit C Marketing and Support Plan				
23.	Exhibit B & C	NA	For Exhibit B and Exhibit C would it be okay if we answer all the questions in a separate document and reference each question for both forms and do we need to answer all question in the exhibits provided.	Do not combine response documents. Respondents must utilize the Exhibits provided as separate Exhibits. Links and references to other documents are not permitted and will not be evaluated. Responses that do not adhere to the submission requirements may be subject to disqualification for lack of responsiveness to the RFO. If DIR cannot determine that all required response documents were clearly submitted, the response will be disqualified during the administrative review stage without further consideration in the solicitation process.
24.	Exhibit B & C	NA	When responding to forms/exhibits with page requirements, are we permitted to remove the question itself to allow for additional space or is the intention that the question will remain, and we will provide a point-by-point response?	Do not remove the question from the Exhibit. Each applicable section should be answered in accordance with the RFO instructions. Sections that are not applicable enter "n/a". Sections that are left blank will be read as there was no response provided.
25.	Exhibit B & C	NA	Do we need to respond to each category? Can we only respond to three?	Respondents may propose as many categories as they are qualified to provide.
26.	Exhibit B & C	NA	Do we need to provide a separate response package for each category?	Respondents may provide one response for all categories you choose to respond.
Document: Exhibit C Marketing and Support Plan				
27.	Marketing Plan	NA	Are there page limits for marketing plan?	Yes, there are page limits for the marketing plan. Please read the Exhibit C document carefully as it explains in detail the page limitation for each question and each of the requirements.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
28.	Support Plan	NA	Is there a page limit for customer support plan?	Yes, there are page limits for the customer support plan. Please read the Exhibit C document carefully as it explains in detail the page limitation for each question and each of the requirements.
29.	Marketing Plan	NA	Are there any preferred marketing strategies or outreach plans?	DIR does not provide respondents with details on marketing strategies. Each respondent should propose what they plan to do in order to meet the requirements of the RFO.
30.	Exhibit C	NA	Is the offeror required to complete this exhibit within the provided document? if not, can the offeror submit a separate document in their own format while adhering to page limits?	This form must be completed as provided. Respondents may not create their own version of required submission documents. Failure to comply may result in the respondent's response being deemed unresponsive per the RFO requirements.
31.	Exhibit C		In the 03/04/25 Webinar, it was mentioned that Respondents can attach/submit samples as part of Exhibit C aside from the Attachment 1 and Attachment 2 specified in Exhibit C. Please clarify what samples these would be and how do we label them (Attachment 3, 4, etc.) and if there is a limit to these additional attachments. Please confirm also that they do not form part of the page limit.	Addendum 1 deleted the sample options. Attachment 1 and 2 Do not count as part of the page count when completing Exhibit C.
32.	Exhibit C Part 1	NA	Would DIR provide awarded contractors with a list of using agencies' contact information, which contractors can use to conduct marketing plans under this contract?	The Open Data Portal (ODP) contains the information for DIR customers. Awardees will receive a link to the ODP at the time of a contract award.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
33.	Exhibit C Attachments	NA	In the 03/04/25 webinar, it was mentioned that Respondents may attach or submit samples as part of Exhibit C, in addition to Attachment 1 and Attachment 2 specified in Exhibit C. Could you clarify what types of samples are anticipated and how they should be labeled (e.g., Attachment 3, Attachment 4, etc.)? Additionally, is there a limit on the number of these additional attachments? Lastly, please confirm whether these additional attachments are excluded from the page limit.	Addendum 1 deleted the sample options. Attachment 1 and 2 Do not count as part of the page count when completing Exhibit C.
34.	Marketing Plan	NA	Are respondents permitted to include subconsultants in the Contract Marketing Customer Support Plan?	If a vendor is planning to use subcontractors to fulfil the support plan for a project, make sure to include an explanation as to what happens when this subcontractor no longer works for you, prior to the support plan expiration.
35.	Exhibit C	NA	RFO Reference: Exhibit C - Contract Marketing and Customer Support Plan Does the 4-page limit for Part 1 include the length/space taken up by the questions, a couple of which are quite lengthy?	The space in the form is to make sure things are addressed and vendors may use all the space needed to respond to a question. Reduce the spaces between the sample info and the question; however, do not delete the questions so the evaluators do not miss the answers when scoring.
Document: Exhibit E Reference Form or General References Questions				
36.	Exhibit E	NA	The deadline for Reference Forms due back to DIR says February 4, 2025, in the document, which passed prior to the RFO release date, and the time of day is unclear. When are Reference Forms due to DIR?	See Addendum 1

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
37.	Exhibit E	NA	Exhibit E – Reference Forms The document states: "REFERENCE DEADLINE TO DIR: No later than February 4, 2025:00 PM." Which is a past date.	See Addendum 1
38.	Exhibit E	NA	Exhibit E - Reference Form has "Exhibit F" on the first title page and the deadline of February 4, 2025, to submit references to DIR. Will you update this Form, or should we send it out to our customers as is?	See Addendum 1
39.	Exhibit E	NA	Can you put the clarification about 3 references in total, not per category, in the amendment?	Respondents will provide 3 references in total. References are not submitted per category.
40.	Exhibit E	NA	Respondent References (The RFO states that the respondent must complete the top portion and send Exhibit E Reference Form to at least three (3) companies or government agencies. a. Is the offeror allowed to submit commercial client references?	References may be submitted for any client from any market.
41.	Exhibit E	NA	Is the offeror allowed to submit Federal client references? If yes, can CPARS be considered instead of Exhibit E: Reference Form?	References may be submitted for any client from any market. Failure to utilize the Reference Form included as a solicitation response document will deem that reference nonresponsive and it will not count towards meeting this requirement.
42.	Exhibit E	NA	Exhibit E - Is designated as Exhibit F inside the document	See Addendum 1
43.	Exhibit E	NA	In the deadline for the reference return, the Year 2025 and the time due are blended together. Please clarify.	See Addendum 1
44.	Exhibit E	NA	There is no time zone displayed for the time of return. We presume Central time. Please confirm.	See Addendum 1

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
45.	Exhibit E	NA	The due date of February 4th has passed. Please clarify or ideally, revise form as it will be confusing to our references.	See Addendum 1
46.	Reference	NA	Is Public Sector Experience Mandatory?	No, experience needs to be focused on each category being proposed.
47.	Reference	NA	Is Public Sector Experience Mandatory for Company and Proposed Staff?	No, experience needs to be focused on each category being proposed.
48.	Reference	NA	Can you clarify. Exhibit E is named "ESBD_397357_1740051779682_RFO593-Exhibit E Reference Forms", but inside the file the cover letter says "Exhibit F Vendor References"	See Addendum 1
49.	Reference	NA	Is this 3 references per category? Or in total?	Respondents will provide 3 references in total. References are not submitted per category.
50.	Reference	NA	will we get confirmation that a reference has successfully submitted on us?	The Procurement Lead is not permitted to open the RFO e-mail box until after the response due date and time has passed. DIR recommends that Respondents request customers to cc them when submitting the references to the RFO mailbox. That way you will have confirmation they have submitted.
51.	Reference	NA	Do we have to provide separate reference form for each category or only 3 reference form will work.	The requirement is a total of 3 references, regardless of the number of categories a vendor propose.
52.	Reference	NA	Can the vendor references come from a commercial customer (e.g. a prime contractor to whom we are subcontracting, and the end customer may be a government entity)	Yes, references can come from any sector of market.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
53.	Reference	NA	Can you clarify. Exhibit E is named "ESBD_397357_1740051779682_RFO593-Exhibit E Reference Forms", but inside the file the cover page says, "Exhibit F Vendor References". What is the correct name?	See addendum 1
54.	Reference	NA	Is there any way for Vendor to send the reference form to the customer?	Each vendor should fill out the top of the reference form and email it to their customers. The customer will send their completed reference form directly to the RFO email address provided in the form.
55.	Reference	NA	Can firms provide commercial references?	Yes
56.	Reference	NA	Can firms repeat the references across all the categories, or are firms required to provide different references for each category they bid.	Vendors will provide 3 references in total. DIR will consider the first three references submitted per respondent. References are not to be submitted by category.
57.	Reference	NA	The federal government uses the Contractor Performance Assessment Reporting System (CPARS) instead of manual reference questionnaires because of the system's ability to provide standardized, efficient, and accountable contractor performance evaluations. Would DIR allow respondents to submit federal CPARS reports in lieu of requiring federal employees, who have already completed references via CPARS, complete and submit reference forms and releases?	DIR will not accept references forms from the federal government, to ensure everyone is evaluated equally, the reference form is required, and no other form will be accepted.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
58.	Exhibit E,	NA	Question 11 states, "Can you describe the Post Project Completion Support Services Received from this Vendor?" - Could DIR please provide some guidance on how references should answer this question (e.g., what type of information is desired in this answer)?	The customers will determine if the project being reviewed by them, as a reference, had any type of post-completing services needed, and if so, how did the vendor respond to their request. This is for the customer to answer not the vendors.
59.	Reference	NA	I just wanted to ask if our references can come from the private sector. HCL Public Sector Solutions does work in State and Local Government but the services for this RFP our references are from the Private Sector.	Yes, it can be from any market segment, however, it must be relevant to the category you are proposing.
60.	References	NA	Are references required for each category? Must the references be from public sector clients?	Vendors will provide 3 references in total. DIR will consider the first three references submitted per respondent. References are not to be submitted by category. References can be from any sector type of clients.
61.	References	NA	On Exhibit E it states that the references should be submitted no later than February 4, 2025:00 PM. Could we clarify if this date is correct?	See Addendum 1
62.	References	NA	Do we need to provide references only from Texas, or can references can be from anywhere in the United States?	References may be submitted for any client from any market.
63.	References	NA	Section 3.8.3.2 page 40 - References - Just wanted to clarify that the vendor must have 3 references submitted in total for the RFO, not 3 references per each category that the vendor is bidding on?	Vendors will provide 3 references in total. DIR will consider the first three references submitted per respondent. References are not to be submitted by category.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
64.	References	NA	We have already sent our reference forms out prior to this addendum. Are we required to contact our references and make them fill out the amended form? Or can they return the original form they received to DIR?	No need to change anything. The due date for customer references is the only thing changed on these forms.
Document: Exhibit F Respondent Release of Liability				
65.	Exhibit F	NA	RFO/Solicitation page # 34, section number 3.8.3.3 Canceled Contract References, Question: Would DIR please confirm our understanding that the Respondent Release of Liability forms (Exhibit F) are only required for customers with cancelled or prematurely terminated contracts listed in Exhibit A, and do not need to be completed by each reference submitting an Exhibit E reference form on a respondent's behalf? If our understanding is not correct, please clarify how and by whom the release of liability form should be completed.	Exhibit F is required by the vendor for cancelled contracts contact as well as for each reference submitted, so DIR may contact them if needed.
66.	Exhibit F	NA	There are some file labeled, for example, Exhibit F: Respondent Release, but when you open the file, the title of the file is Exhibit G. Is that intentional?	See Addendum 1
67.	Exhibit F	NA	The document title on Exhibit F is Respondent Liability, But if you open the document the title is Exhibit G. However, there is another Exhibit G, which is the PDAA. Which is correct?	See Addendum 1

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
68.	Exhibit F	NA	Please confirm if Exhibit F (Respondent Release of Liability) is only needed if Respondent has only cancelled contract per RFO section 3.8.3.3. If Respondent does not have any cancelled contract, there is no need to submit Exhibit F, or should it be submitted with "N/A" in the document?	This form should be completed for every reference you request as you do not know which one of them will be submitted. If you have cancelled contracts you need to fill out the form for those as well.
69.	Exhibit F	NA	Respondent Release: is designated as Exhibit G inside the document.	See Addendum 1
70.	Exhibit F	NA	Opening up the RFO document provided with filename "Exhibit F" reveals a one-page document with "Exhibit G" in the header of the document. Can TX DIR correct this anomaly?	See Addendum 1
71.	Exhibit F	NA	Exhibit F – Respondent Release of Liability The file is named "Exhibit F," but within the document, it is labeled as "Exhibit G."	See Addendum 1
72.	Exhibit F	NA	Please confirm whether Exhibit F (Respondent Release of Liability) is required only if the Respondent has had a canceled contract, as specified in RFO section 3.8.3.3. If the Respondent has not had any canceled contracts, is Exhibit F not required, or should it be submitted with “N/A” noted in the document? Additionally, please confirm whether Exhibit F must be submitted for each referral listed in Exhibit E (Referral Form).	Exhibit F is required by the Respondent for cancelled contracts, as well as for each reference submitted so DIR may contact them if needed.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
73.	Exhibit F	NA	Are the vendors applying for the RFO expected to sign the document, or is each reference supposed to complete and sign it as well?	If this question is in regard to the Exhibit F, the Respondent signs the form, which gives DIR the authority to contact them if needed. In addition, this form should be completed for every reference you request as you do not know which one of them will be submitted. If you have cancelled contracts, you need to fill out the form for those as well.
74.	Exhibit F	NA	I understand that Attachment E reference forms are completed by each reference. However, should Exhibit F Responded Release also be completed and signed by each reference, or are the vendors expected to sign Attachment F?	The Exhibit F is to be completed and signed by the vendor (not the references/customers) to allow DIR to talk to your customers. Submit one for each customer you request a reference as you do not know who is submitting to be safe.
75.	Exhibit F	NA	Exhibit F Form Respondents Release - I wanted to verify that this Exhibit F form is to be submitted by the vendor upon RFO submission and this form is not to be submitted by the vendor's reference.	Correct, the release of Liability Form comes from the Respondent with the response documents.
76.	Exhibit F	NA	Please confirm that Attachment F (Respondent Release of Liability) is only submitted if the Respondent has cancelled contracts per RFO Section 3.8.3.3.3. Otherwise, if the Respondent does not have any cancelled contract no Exhibit F is needed?	Vendors should provide the form along with their response. If there are no cancelled contracts, simply market the form as "NA" and upload with your response.
Document: Exhibit G and H Accessibility				
77.	Exhibit G	NA	Regarding the PDAA and VADSIR forms, can we send them to someone for review before submitting, to ensure the forms are completed correctly?	The PDAA and the VADSIR can receive a courtesy review once each. To request a review, email statewideaccessibility@dir.texas.gov and copy the procurement lead.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
78.	Exhibit H	NA	The PDF file provided has limited space. Is the offeror required to complete this exhibit within the provided document? If not, can the offeror submit a separate document in their own format while adhering to page limits?	Yes, the VADSIR can be submitted in Word format. The word document form is part of this addendum.
Document: HUB Subcontracting Plan				
79.	HUB	NA	HUB Subcontracting Plan -The HUB Goal for this RFO is 26.00%. We are not a HUB-certified company. Are we eligible to bid for this RFO?	Yes, you are eligible to respond, however, HUB or non-HUB, you are required to complete and sign your HUB subcontracting plan according to the instructions provided.
80.	HUB	NA	Is it mandatory for the offeror to meet the HUB Goal set for this RFO?	Yes, you are eligible to respond, however, HUB or non-HUB, you are required to complete and sign your HUB subcontracting plan according to the instructions provided.
81.	HUB	NA	Can the prime bidder subcontract with a HUB firm to achieve the required goal?	Texas is a Good Faith Effort HUB program, please review the information provided by the RFO documents as well as the videos links provided at the Pre-solicitation Conference to determine how you can meet this requirement. Do not list any vendor on your HSP that you do not plan to utilize in fulfillment of a contract should you be awarded.
82.	HUB	NA	Can a HUB Vendor respond to the RFO but also be submitted under the HUB plan with 1 or more Prime Vendors?	Yes, you may participate on multiple contracts as long as you are able to provide the services you agree to.
83.	HUB	NA	Are respondents who state their intentions to partner with a Texas certified HUB subcontractor eligible to receive points in the RFO scoring evaluation that a self-performing bidder is unable to receive?	No, the HSP is a "Pass or Fail" review document. No points are assigned.

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84.	HUB	NA	In addition to a completed and signed version of the HSP, do the vendors also need to submit an unsigned version of the HSP?	If you have a complimentary review and have a good idea of the HUB plan is correct, go ahead and submit the unsigned copy.
85.	HUB	NA	As a HUB-certified business, I am looking to connect with other participants, particularly larger companies, to explore potential prime-sub partnership opportunities. Your help is really appreciated	See addendum 1 for the list of participants to the Pre-solicitation conference, and the list of current vendors holding a prime contract with DIR for DBITS, the Current RFO 553 current contracts are listed on the DIR main web page.
86.	HUB	NA	We are in the process of selecting HUB companies in Texas to subcontract with if awarded this contract. However, we would like to confirm with DIR whether there are any exceptions or special considerations regarding the HUB subcontracting requirement for minority-owned small businesses like ours. Could you please clarify any applicable provisions?	All respondents, HUB, or non-HUB are required to complete and sign the HSP. The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP.
87.	HUB	NA	As part of the HSP requirement, we understand that we must send notice to at least two trade organizations or development centers. On the HUB Resources website (https://comptroller.texas.gov/purchasing/vendor/hub/resources.php) under "HUB Certification Partners – MOAs," we identified 11 organizations that we can choose from for this purpose. Could you confirm whether this is the complete list? If not, where can we find the full list of eligible trade organizations or development centers for sending the required notice?	Compliance partners for the Method B Good Faith Effort may be found at https://comptroller.texas.gov/purchasing/vendor/hub/resources.php The partners listed under MOAs, Small Business Resource Links, Other Small Business Collaborative Organizations, and like entities may be used when completing this portion of your outreach.

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88.	HUB	NA	There was a break for over a year in which we didn't pay due to customer funding not approved and no work was performed. Does this qualify to just use Method A?	When utilizing a HUB, as long as you have not paid the HUB for 60 consecutive months, you may complete Method A if you are only utilizing HUBs or subcontracting with HUBs and non-HUBs plus meeting or exceeding the HUB goal.
89.	HUB	NA	1.Can a HUB-certified business submit a proposal both as a prime contractor and as a HUB subcontractor listed on the HUB Subcontracting Plan (HSP) with other prime vendors? 2.If allowed, can we be listed as a HUB subcontractor (on HSP) for multiple prime vendors under the same DBITS contract? 3.If we submit as a HUB-certified prime vendor and include one or more non-HUB subcontractor for less than 50% of the work, would we still meet the HUB goal and potentially receive additional points in the evaluation?	1. Yes. 2. Yes, you may participate on multiple contracts as long as you are able to provide the services you agree to. 3. The HUB goal and the HSP addresses subcontracting only. The work you do as a prime contract holder will not be include as subcontracting. The HSP is a pass or fail document. No points are assigned.
90.	HUB	NA	Can we send in the HUB Plan early for review by the HUB team to make sure we did it properly? It is not an easy form.	Yes, HUB will conduct a courtesy review of your HSP if you submit the request 10 business days prior to the closing of the RFO and as time permits. HUB is not responsible for vendors not meeting their submission deadlines.
91.	HUB	NA	Regarding the Historically Underutilized Business (HUB) Subcontracting Plan, what level of justification is required if a vendor does not plan to use HUB subcontractors?	The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
92.	HUB	NA	The HUB requirements, Method A and B, ask for dollar amounts. – how do you put in a dollar amount if you don't know the value of any particular work order?	The respondent will propose how they can best fulfill the contract. They will determine if they will Self-perform, Subcontracting meeting the HUB Goal/Using only HUBs (Method A), or subcontracting not meeting the HUB Goal (Method B). The respondent will complete the HSP and corresponding method with their response. If awarded a contract, as the vendor begins to do business under the contract and identifies areas, they need to amend on their HSP, they are allowed to do so at any time throughout the life of the contract.
93.	HUB	NA	Can a HUB Vendor Submit as a prime, but also be submitted on another prime vendor RFO as a HUB vendor?	Yes
94.	HUB	NA	There was a break for over a year in which we didn't pay due to customer funding not approved and no work was performed. Does this qualify to just use Method A?	When utilizing a HUB, as long as you have not paid the HUB for 60 consecutive months, you may complete Method A if you are only utilizing HUBs or subcontracting with HUBs and non-HUBs plus meeting or exceeding the HUB goal.
95.	HUB	NA	Will contractors be allowed to add subcontractors to their teams after contract award, assuming we get written approval from DIR to do so?	Yes, vendors may request an HSP update through the HUB office after contract award.
96.	HUB	NA	Can the prime contractor self-perform and count towards meeting the HUB goal?	The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP.

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97.	HUB	NA	Where can we find a list of minority trade organizations? the HUB site only has Partners and MOAs	Compliance partners for the Method B Good Faith Effort may be found at https://comptroller.texas.gov/purchasing/vendor/hub/resources.php The partners listed under MOAs, Small Business Resource Links, Other Small Business Collaborative Organizations, and like entities may be used when completing this portion of your outreach.
98.	HUB	NA	How will DIR evaluate whether a contractor meets the HUB goal when the contractor may perform work for other states? It is unlikely the contractor will use Texas HUBs when the work is performed outside Texas; therefore, out-of-state sales will result in a lower percentage of HUB participation. Will DIR consider excluding out-of-state sales when calculating HUB utilization?	DIR will be calculating HUB percentages for the HUB Subcontracting Plan (HSP), we verify HUB status on the CMBL/HUB Directory. Texas HUB Certified businesses are the only businesses that would factor into your percentages. There are no out of state Texas HUB certified businesses.
99.	HUB	NA	How should a contractor complete either Attachment A or B with actual subcontractor names and spend dollars for HUBs when this vehicle is not awarding work until DIR Customers issue statements of work?	The respondent will propose how they can best fulfill the contract. They will determine if they will Self-perform, Subcontracting meeting the HUB Goal/Using only HUBs (Method A), or subcontracting not meeting the HUB Goal (Method B). The respondent will complete the HSP and corresponding method with their response. If awarded a contract, as the vendor begins to do business under the contract and identifies areas, they need to amend on their HSP, they are allowed to do so at any time throughout the life of the contract.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
100.	HUB	NA	How should a contractor complete Section 2 of the HSP when there is no defined, funded work at this time?	The respondent will propose how they can best fulfill the contract. They will determine if they will Self-perform, Subcontracting meeting the HUB Goal/Using only HUBs (Method A), or subcontracting not meeting the HUB Goal (Method B). The respondent will complete the HSP and corresponding method with their response. If awarded a contract, as the vendor begins to do business under the contract and identifies areas, they need to amend on their HSP, they are allowed to do so at any time throughout the life of the contract.
101.	HUB	NA	How should a contractor complete Section B-3 or Section B-4 of the HSP when there is no awarded work at this time?	The respondent will propose how they can best fulfill the contract. They will determine if they will Self-perform, Subcontracting meeting the HUB Goal/Using only HUBs (Method A), or subcontracting not meeting the HUB Goal (Method B). The respondent will complete the HSP and corresponding method with their response. If awarded a contract, as the vendor begins to do business under the contract and identifies areas they need to amend on their HSP, they are allowed to do so at any time throughout the life of the contract.
102.	HUB	NA	can you please share the HSP form link here?	The HSP may be found at https://comptroller.texas.gov/purchasing/vendor/hub/forms.php

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103.	HUB	NA	Define "completion of the HUB Subcontract Plan" from the RFO. Since this is a contract vehicle with no work until a DIR Customer issues a SOW, how can the contractor complete Attachment A or B with subcontractor names? The work isn't defined yet.	The respondent will propose how they can best fulfill the contract. They will determine if they will Self-perform, Subcontracting meeting the HUB Goal/Using only HUBs (Method A), or subcontracting not meeting the HUB Goal (Method B). The respondent will complete the HSP and corresponding method with their response. If awarded a contract, as the vendor begins to do business under the contract and identifies areas, they need to amend on their HSP, they are allowed to do so at any time throughout the life of the contract.
104.	HUB	NA	If we are a HUB organization does the State's objective for 24% participation still apply?	Not sure of what is being asked. Need more information.
105.	HUB	NA	Can you confirm whether vendors are allowed to propose subcontractors, and if so, are there any specific requirements or restrictions on subcontracting beyond the HUB Subcontracting Plan?	Do not propose HUB or non-HUB subcontractors on your HSP that you do not plan on utilizing in fulfillment of a contract should you be awarded.
Document: RFO				
106.	1.3.9	14	Would DIR describe its process of releasing, evaluating, and awarding SOW quote requests to the pool of awarded contractors?	There is not a main portal for opportunities for DBITS contracts. The competitive projects will be advertised based on individual customers procurement policies and procedures.
107.	1.3.9	14	Would DIR provide a sample SOW quote request (as Attachment 4/Exhibit C seems to be more of a template)?	The template provided is to allow vendors to be aware of what they may see from our customers when requesting services.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
108.	2.2.3	NA	Section 2.2.3 which addresses IT Assessments, Planning, and related services—clearly includes organizational change management, enterprise architecture, cloud assessments, and network performance assessments as within scope. However, Section 2.4 explicitly excludes Cloud Assessment Services along with other items.	This has been addressed by Addendum 1- Section 2.4.B Exclusions / Out of Scope – Cloud Assessment Services is hereby deleted.
109.	3.3.2	27	Would DIR please allow at least 2 weeks between the release of final Q&A and the proposal deadline, to allow offerors to incorporate new information into our proposals as it becomes available?	The last anticipated Q&A addendum will be posted after the April 9th Conference. Should DIR provide any additional addenda to the RFO that require the respondents to make adjustment to their proposals, DIR may adjust the timeline for the submission of responses.
110.	3.8.3.4E	NA	Sorry, I need to clarify the previous question. You can disregard it; I wasn't sure if/how I could delete/retract it. I am seeking clarification regarding the naming conventions for the Exhibit A1 document. In Section 3.8.3.4(E), it states that the Exhibit A1 document should be named "ABC_593_Exhibit A1-Exceptions," where "ABC" represents the Respondent's entity name. However, in Table 4 under Section 3.8.4, it specifies a different naming convention for the response document, which is "XXX_593_Exception A1.docx." Please clarify which naming convention to use.	The name convention is as follows: ABC or XXX means that the vendor should start the document naming convention by replacing either reference (ABC or XXX) to the first 3 letters of the company name.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
111.	3.8.4	36	While Table 4 refers to Exhibit C: Contract Marketing and Customer Support Plan (plus required samples), I could not find any reference to "required samples" within Exhibit C itself. Additionally, Section 4.2.2 A 2 references Exhibit C: Part 1 Marketing Plan and Exhibit C: Part 2 Customer Support Plan but does not mention any requirement for samples. To ensure compliance with submission requirements, could you please clarify: 1) What specific "samples" are required under Exhibit C? 2) If samples are indeed required, what format and content should they include? 3) Should respondents assume that the attachments referenced in Exhibit C (e.g., Attachment 1: Organization Chart and Attachment 2: Breakdown of Service Levels) fulfill this requirement, or are additional materials expected?	This question has been addressed by Addendum 1– Section 3.8.4 Response Files table 4 has been revised to clarify the requirements.

112.	RFO	5.9	We would like to request clarification regarding Section 5.9 (Third-Party Underlying and Derivative Works) of the RFO. Enterprise Solutions, Inc. (ESI), headquartered in Virginia, is registered in Texas as Enterprise Solutions Intelligence, Inc. As part of our commitment to delivering cutting-edge solutions, we integrate third-party applications such as Microsoft Apps (Power BI, Azure, Office 365 integration) and OpenText components (Document Management, Content Services), among others, into our service offerings. If awarded a contract, we are amenable to granting the Customer an irrevocable, perpetual, non-exclusive, worldwide, and royalty-free license for the work performed by ESI. However, we do not control the license terms and conditions of third-party applications that may be incorporated into fulfilling the order. Given that many DIR Customers already use Microsoft and OpenText solutions and other third-party apps, we interpret Section 5.9 as not overriding the third-party licensing terms. Instead, we understand our role as the Respondent to ensure that the DIR Customer possesses the appropriate licenses for any third-party applications embedded in the solution. This would mean that the DIR Customer may use the software for internal business purposes but cannot commercialize or resell it.	DIR will not provide legal advice or interpretation of standard contract terms and conditions. If you have questions regarding contract terms and conditions, please confer with your legal counsel.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
			Would this interpretation and application of Section 5.9 be considered, correct?	
113.	D&B	NA	For financial stability as recorded in Bradstreet, is there anything that we need to check with the Bradstreet records to make sure that we have financial stability?	Companies can review their SER score to make sure it meets the requirements. A scores must be within the 1-7 range to pass the financial review. A score of 8 may require legal approval to move forward in the process and a 9 is a disqualification score.
114.	D&B	NA	What criteria on D&B profile will be used for pass/fail evaluation?	DIR uses the SER scores to determine eligibility - must be withing the 1-7 range to pass. A Score of 8 may require legal approval to move forward and 9 is a disqualification score.
115.	D&B	NA	We do most of our work with Federal, State and Local public sector agencies. They don't report financials to D&B so as such we don't get a rating from D&B. Would you accept anything else instead of this for financial stability like audited financial statements?	No, DIR uses the D&B, if you have a DUN'S number but does not have a score, DIR will request the D&B to do an investigation and provide a score, it should not be an issue.
116.	D&B	NA	Is a strong DUNS Score sufficient, or does DIR require additional documentation for financial stability?	The DUN'S score is sufficient.
117.	D&B	NA	I do have a follow up question regarding the evaluation criteria for vendor financial stability. Specifically, could you please expand on the financial information from Dun & Bradstreet that is used during the evaluation process? It would be helpful to know which reports or metrics from Dun & Bradstreet are referenced so that my company can review and prepare according	DIR uses the SER scores to determine eligibility - must be withing the 1-7 range to pass. A Score of 8 may require legal approval to move forward and 9 is a disqualification score.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
118.	D&B	NA	You touched on the pass/fail aspects of the Dun and Bradstreet report on this call, stating that vendors must score a 9 or higher to pass. Can you please provide clarity regarding which rating must be a 9 or higher on this report? For example, the Duns and Bradstreet report includes PAYDEX® Score, Delinquency Predictor Percentile, Financial Stress Percentile, Supplier Evaluation Risk Rating, etc.	DIR uses the SER scores to determine eligibility - must be withing the 1-7 range to pass. A Score of 8 may require legal approval to move forward and 9 is a disqualification score.
119.	D&B	NA	I understood from that meeting that we need to have a Dun score below 9 to pass. If we have a Dun number but no score yet, will we pass?	"If there is no score, DIR will request D&B to investigate. Normally D&B will contact the company to request financial information and update the SER score in the system.
120.	Evaluation	NA	How will DIR evaluate potential vendors across the four categories? For example, if vendor A is highly rated for a single category, and vendor B is rated lower but has more impressive responses in other categories, will vendor B be more likely to win an award? Is there any scenario where a vendor should consider applying for additional categories to strengthen their proposal? Thanks!	The evaluation process will be based on vendor's response documents, Exhibit B and C regardless of what categories they are proposing, as long as the information provided is in accordance with the RFO Scope and requirements. DIR is not evaluated based on the categories proposed. Once evaluations are completed, DIR will determine the number of contract awards based on the 4 categories.
121.	Evaluation	NA	What is the average amount of time for the evaluation phase before contract award? 30, 60, 90 days?	Evaluation timetable is totally dependent on the number of response DIR receives.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
122.	Evaluation	NA	Can you provide more details on how the Contract Marketing and Customer Support Plan (40% weight) will be evaluated?	DIR uses weighted scoring for each question, and the average score is calculated for each Exhibit. To receive the max 40% for Exhibit C, all scores must be the max allowed score per each evaluated section.
123.	4.2.1	NA	What if there is no Vendor Performance System score yet for a vendor?	If a vendor is new to doing business in Texas and has no Past Performance, then the Vendor will Pass this item on the Pass/Fail evaluation section.
124.	Evaluation	NA	What methodology does DIR use to determine the scores that are then weighted within the evaluation criteria (e.g., how does a vendor arrive at the highest score for "Exhibit B: Respondent History and Experience" [60%]?)? Please describe.	DIR uses weighted scoring for each question, and the average score is calculated for each Exhibit. To receive the max 60% for Exhibit B, all scores must be the max allowed score per each evaluated section.
125.	General (Attachment 4)	NA	Attachment 4 seems to be a template but not the real SOW?	Correct, Attachment 4 is a sample template of what vendors may see from our customers.
126.	General	NA	Is there a maximum number of vendors that can be selected per category?	DIR does not have a set number of contracts to be awarded.
127.	General	NA	Can you share the total expenditure from the previous contract?	See PowerPoint Slide Number 7, as it shows the total expenditures by categories for the current contracts.
128.	General	NA	We understand this contract is only about deliverable projects/solutions and not about selling licenses/products. But if a project requires a software licenses to be purchases would that come under this contract?	If software or hardware is needed to implement or use a system being developed , those items will be the responsibility of the customer to determine how that need should be met. Software and hardware are not a part of the scope of this RFO.

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129.	General	NA	So, the current DBITS contract has been extended through Dec 22, 2025, in that case when we say that we cannot talk to buyers who will Texas delineate between buyers trying to use the current vehicle and the new one? I don't want to get in trouble.	Vendors with current contracts can discuss current business topics with Contract Managers and Customers. However, Respondents are not allowed to inquire about solicitation DIR-CPO-TMP-593 with anyone other than the assigned Procurement Lead identified in the RFO. Only DIR active contract holders may represent themselves to DIR customer as a DIR vendor.
130.	General	NA	How will DIR determine the "finite number of Contracts" that will be awarded? Will there be a maximum number of vendors selected per category?	DIR works to award enough contracts to meet DIR's customers' needs. There is no set number of contracts that may receive awards.
131.	General	NA	Are there any documents for this solicitation?	The solicitation document set was posted to the Electronic State Business Daily (ESBD) on 2/20/2025. Addendum 1 was posted on 3/7/2025.
132.	General	NA	Has the documentation been released yet for this?	The solicitation document set was posted to the Electronic State Business Daily (ESBD) on 2/20/2025. Addendum 1 was posted on 3/7/2025.
133.	General	NA	Will DIR specify preferred technology stacks, programming languages, or development frameworks for application development and modernization projects?	The purpose of this solicitation is to establish master contracts for the DIR Cooperative Program. All detailed specifications and/or scope of work will be provided by DIR customers, when a SOW is submitted to vendors for quotes related to the scope of services, under the RFO awarded contracts.
134.	General	NA	Are there existing statewide enterprise systems (e.g., ERP platforms, CRM solutions) that vendors must integrate with when implementing new applications?	The purpose of this solicitation is to establish master contracts for the DIR Cooperative Program. All detailed specifications and/or scope of work will be provided by DIR customers, when a SOW is submitted to vendors for quotes related to the scope of services, under the RFO awarded contracts.

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135.	General	NA	For Business Intelligence (BI) and Data Management projects, does DIR have a preferred data warehouse or cloud analytics platform that agencies use?	The purpose of this solicitation is to establish master contracts for the DIR Cooperative Program. All detailed specifications and/or scope of work will be provided by DIR customers, when a SOW is submitted to vendors for quotes related to the scope of services, under the RFO awarded contracts.
136.	General	NA	What are the data-sharing and interoperability requirements for analytics projects that involve multiple state agencies?	The purpose of this solicitation is to establish master contracts for the DIR Cooperative Program. All detailed specifications and/or scope of work will be provided by DIR customers, when a SOW is submitted to vendors for quotes related to the scope of services, under the RFO awarded contracts.
137.	General	NA	Are resources who work on DBITS projects required to be US citizens?	No
138.	General	NA	Is it possible that the vendor on 2.2.4 may have a conflict with other categories similar to the situation with 2.2.3. For example, if a company was performing Strategic Planning or Business Case Development that may lead to acquisition of a development effort.	This question may need to be re-submitted, or clarified if this does not answer your question with intent. The law is clear on the subject of providing services where a vendor is working with a customer to develop pieces of a future solicitation, that vendor will not be able to participate in submitting a proposal for such solicitation. Please read the Texas Government Code, § 2155.004 carefully. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based.
139.	General	NA	Proposal Deadline, Can DIR extend the submission Deadline by one Week?	At this time DIR is not considering extending the proposal response deadline.

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140.	Location	NA	Does being a TX entity give favorable weight, or will any US based company be considered?	Being a Texas based entity is not a requirement for this solicitation. All Companies that meet the requirements and legal status responding to this solicitation will be considered.
141.	Location	NA	We are based in California; will we be allowed to participate in this Opportunity? We do have a Texas Vendor ID though.	Qualified entities that are registered and active to do business in Texas with the Texas Comptroller and Texas Secretary of State are eligible.
142.	Location	NA	Will the proposed Staff be working Onsite, Hybrid or Remote?	That will be determined at the time a SOW request is submitted to a DIR active contract vendor under this solicitation and agreed upon by the customer requesting the services. Note: This is not a staffing solicitation, it is for Deliverable Based Services.
143.	Location	NA	We are a company based in New Hampshire, what paper do we need to apply for this RFO?	Please make sure to provide all the necessary response files and make certain you have the Texas Registration to transact business in Texas completed. As far as the Franchise Tax and Secretary of State, please view the October 11, 2024, training, as it has information to assist vendors with the process.
144.	Location	NA	Does this support an org with sales and admin office here, but development center in India	Respondents may provide a response to this solicitation if they have offices and staff located outside of the US. All respondents must adhere to the Texas Data Access and Locations regulations. It is up to the customers to determine if they would allow services being provided outside the US and rules/laws may change to prevent this.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
145.	Location	NA	Can a company with offshore development center participate?	Respondents may provide a response to this solicitation if they have offices and staff located outside of the US. All respondents must adhere to the Texas Data Access and Locations regulations. It is up to the customers to determine if they would allow for services being provided outside the US and rules/laws may change to prevent this.
146.	Location	NA	Are resources who work on DBITS projects required to be residents of the State of Texas?	No
147.	Location	NA	Are DBITS projects a combination of onsite/remote/hybrid - depending on the project needs?	That will be determined at the time a SOW request is submitted to a DIR active contract vendor under this solicitation and agreed upon by the customer requesting the services.
148.	Location	NA	Could DIR please clarify whether offshore resources will be permitted, on a project-by-project basis, for execution under the contract, and if so, what conditions or limitations might apply?	Respondents may provide a response to this solicitation if they have offices and staff located outside of the US. All respondents must adhere to the Texas Data Access and Locations regulations. It is up to the customers to determine if they would allow for services being provided outside the US and rules/laws may change to prevent this.
149.	Location	NA	Will DIR accept a proposal from a company based outside of the US, assuming it meets all other requirements, including those related to the Governor's order?	Respondents may provide a response to this solicitation if they have offices and staff located outside of the US. All respondents must adhere to the Texas Data Access and Locations regulations. It is up to the customers to determine if they would allow for services being provided outside the US and rules/laws may change to prevent this.

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150.	Registration	NA	Can you talk more about the Secretary of State (SOS) registration? If we are not registered, would we need to be registered before submitting the RFP? Does having SAM registration count as being registered?	Respondents are not required to be registered with SOS prior to submitting to the RFO, however, in order to avoid delays in the process, it is recommended this part be completed as soon as possible. Failure to be registered and active with both Texas Comptroller's Office and Texas Secretary of State upon completion of successful negotiations can result in an issuance of a Cease to Negotiate. SAM registration is separate and does not authorize respondents to do business in the State of Texas.
151.	Registration	NA	We currently have the Right to Transact business in Texas, but our SOS registration status is not listed as registered. Do we need to apply for registration before submitting the RFO?	Respondents are not required to be registered with SOS prior to submitting to the RFO, however, in order to avoid delays in the process, it is recommended this part be completed as soon as possible. Failure to be registered and active with both Texas Comptroller's Office and Texas Secretary of State upon completion of successful negotiations can result in the issuance of a Cease to Negotiate.
152.	Registration	NA	When you mention that the SOS registration must be completed before negotiations can start, are you referring to negotiations before the award or after the award and during the contract negotiations?	The SOS Registration must be completed and active before negotiations begins.
153.	Registration	NA	Change our BidStamp name to Enterprise Solutions Intelligence, Inc. Could you advise us how to do this? We cannot seem to change it anymore at this point.	The VIS Portal / BidSTamp company name should be read exactly as it shows in the Texas Registrations, and this can be done by submitting a request through the VIS Portal/BidStamp email box.

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154.	Registration	NA	Do we need to register with the SOS before submitting this RFO, or can we submit it if awarded the contract?	Respondents are not required to be registered with SOS prior to submitting to the RFO, however, in order to avoid delays in the process, it is recommended this part be completed as soon as possible. Failure to be registered and active with both Texas Comptroller's Office and Texas Secretary of State upon completion of successful negotiations can result in an issuance of a Cease to Negotiate.
155.	Registration	NA	Since we are not licensed to do business in Texas, are we eligible to bid?	You are eligible to respond with the contingency that you must be fully registered and in active standing to move into the negotiations phase of this solicitation. Franchise Tax Registration link: Franchise Tax Web Service Secretary of State registration link: https://www.sos.texas.gov/corp/sosda/index.shtml
156.	Response Documents	NA	Do we create "XXX" (Or is it assigned by DIR)? Can it be a combination of letters and numbers?	In reference to the document naming convention, the "XXX" should be replaced with the first 3 letters of your company name.
157.	Response Documents	NA	Are these files submitted individually or as a single file?	Each form should be uploaded individually.
158.	Response Documents	NA	Will you please discuss page limits as they relate to responding to multiple categories.	The page limits instructions are detailed in each of the forms, accordingly, please follow the forms instructions.
159.	Response Documents	NA	If a firm selects one of the technology categories to respond to, are they required to submit qualifications for every service listed under that category or are firms permitted to respond to only some services within that category?	Vendors will respond to the categories and services that aligns with their business model and company experience. (not qualifications but company experience)

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160.	Response Documents	NA	Are vendors expected to fill in the DIR forms by entering directly into the DIR forms, or as long as we provide all of the questions and answers, may they be submitted on company letterhead for a given exhibit?	DIR requires that vendors complete each form and upload each form individually.
161.	Response Documents	NA	Do we need to respond to all categories in a section in its entirety?	Respondents may respond to all categories, or one, or as many as they qualify.
162.	Response Documents	NA	For any category- do we need to be able to do all the services in that category?	Respondents will not need to provide every service listed under the scope of each category. Respondents will provide the services that meets their company capabilities as long as these services are part of one of the 4 categories. R
163.	Response Documents	NA	I am seeking clarification regarding the naming conventions for the Exhibit A1 document. In Section 3.8.3.4(E), it states that the Exhibit A1 document should be named "ABC_593_Exhibit A1-Exceptions," where "ABC" represents the Respondent's entity name. However, in Table 4 under Section 3.8.4, it specifies a different naming convention for the response document, which is "XXX_593_Exception A1.docx." Could you please confirm if both naming conventions are correct, and if so, if they apply to different types of documents (i.e., one for the Exhibit A1 file and the other for the response document)? Any additional clarification on this matter would be greatly appreciated.	These are the same document, and since the name convention directions asks that ABC and/or XXX means for the vendor to replace both ABC and/or XXX with the first 3 initials of their company name the reference is ok.

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164.	Response Documents	NA	Is it possible for the bidder to submit a proposal for only few categories?	Please submit a response for the categories(s) for which your company is qualified to provide.
165.	Response Documents	NA	Lastly, regarding Exhibits B and C, would it be acceptable to answer all the questions in a separate document and reference each question for both forms, and do we need to answer all questions within the provided exhibits?	This form must be completed as provided. Respondents may not create their own version of required submission documents. Failure to comply may result in the respondent's response being deemed unresponsive per the RFO requirements. Links and references to other documents are not permitted and will not be evaluated. Responses that do not adhere to the submission requirements may be subject to disqualification for lack of responsiveness to the RFO. If DIR cannot determine that all required response documents were clearly submitted, the response will be disqualified during the administrative review stage without further consideration in the solicitation process.
166.	Response Documents	NA	If we can apply, is there a specific amount of business activity required in the past few years to qualify for this RFO?	Your company will need to meet the experience requirements set forth in the RFO.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
167.	Response Documents	NA	What documentation or information must we provide to demonstrate our ability to deliver effective training (e.g., past contracts, instructor qualifications, course outlines, customer success metrics)? Specifically, should we be offering specific course outlines or more of an overview of each of our training categories like AI, Data Science etc.? For the 3-page limit on Exhibit C, is that 3 page limited to the entire exhibit C, or does that apply to each training area like AI, Data Science…. etc.?	Instructor Led Training is not a category under the scope of this RFO. Therefore, unless you provide other services, this is not the correct solicitation for your company to respond. The previous instructor led training solicitation was RFO DIR-CPO-TMP-560.
168.	Response Documents	NA	If yes, can you help me with RFP document?	The procurement process is clear that a vendor may not receive additional information or personal assistance that is not given to all vendors equally. As noted in the pre-solicitation conference, Respondents may ask for a review of their HUB Subcontracting Plan but must adhere to the guidance provided in order to receive timely feedback.
169.	Response Documents	NA	Please let me know the mode of RFP submission.	Please refer to the Solicitation documentation and requirements. Plus, DIR has provided several tools to assist with vendors Solicitation Response. See the DIR YouTube Channel for the October 11, 2024, trainings. Session 1 is about documents and how to respond. Session 2 is about the electronic submission portal instructions.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
170.	Response Documents	NA	For the upcoming contracts anticipated in response to this RFO, are there any changes or trends DIR foresees in terms of team size or composition that we should consider when formulating our response?	This solicitation is not for a specific scope of work, it is to award multiple master contracts under the DIR Cooperative Procurement Program. DIR is not able to predict our customers' needs or trends. Vendors should rely on their experience to determine how to respond to the RFO.
171.	General	NA	Is Session 2: Wednesday April 9, 2025, a repeat of this webinar or a different information?	No, this session will go over the addendums and changes that occurred prior to April 9, 2025, to make sure everyone is understanding of the requirements and the changes.
172.	General	NA	Will the 2nd Pre-Solicitation Conference provide the same information to vendors as today's conference or different information?	No, this session will go over the addendums and changes that occurred prior to April 9, 2025, to make sure everyone is understanding the requirements and the changes.
173.	Signature	NA	Can you confirm that official e-signature (like Adobe) is allowed if proper audit trail is provided as proof of authenticity?	Respondents may use an acceptable e-signature/e-sign systems with a secure signature process. Respondents may NOT provide a typed (regardless of the font style) name in lieu of a verified e-signature or a wet signature on a scanned document.
174.	Website	NA	We are an awardee of a DIR Staffing Augmentation contract and are required to have a web page to market our services. Will this same web page suffice for you as long as we add the specific services that we will be offering the same clients as the ones with DIR? Thank you.	This is something to discuss with the assigned Contract Manager once a contract is awarded.
175.	3.8.1.2 C	NA	"Price" is mentioned in Section 3.8.1.2, Sub-section C of the main RFO document. Yet in Section 2.5, it says that Pricing will not be a part of this RFO. Please clarify the contradiction.	Section 3.8.1.2.C is part of the RFO overall template regarding pricing in general, when pricing applies, and Section 2.5 is specific to the scope of this solicitation.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
176.	Negotiation	NA	The negotiations that you have mentioned after submissions/shortlisting - What type of negotiations? There is no pricing part of this response, can you tell us about type of negotiations are expected	The negotiation phase involves several thing. For example, reviewing the vendor response documents, contract document set, plus addressing any issues with HUB forms, registrations and exceptions when it applies.
177.	Signature	NA	For the forms that need signatures, may we print-sign-scan just the page that needs the signature and add it to the pdf of the document?	Yes, this is acceptable.
178.	General	NA	Do you have a list of current DIR DBITS contract holders for 924-40 (Education Services)?	You may search the DIR web site for contracts awarded under RFO553 or log on and submit an open records request for the information. https://texasdir.mycusthelp.com/WEBAPP/_rs/(S(ujknhtyxosng0ayxsui5ix4n))/supporthome.aspx
179.	General	NA	For the Instructor led training need: What documentation must we provide to demonstrate our ability to deliver effective training (e.g., past contracts, instructor qualifications, course outlines, customer success metrics)?	Instructor Led Training is not a category under the scope of this RFO. Therefore, unless you provide other services, this is not the correct solicitation for your company to respond. The previous instructor led training solicitation was RFO DIR-CPO-TMP-560.
180.	General	NA	For the instructor led training need: Can we submit other training topics, that might not be specifically asked for, on highly desired topics in the marketplace?	Please follow each category requirement as specified in the RFO, do not submit any extra materials that may not be accepted.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
181.	Registration	NA	Our company, originally founded in Virginia as Enterprise Solutions, Inc., was registered with the Texas Secretary of State (SOS) and Franchise Tax as Enterprise Solutions Intelligence, Inc. because our original name was already taken in Texas. However, our DUNS registration and BidStamp registration remain under Enterprise Solutions, Inc. We seek your guidance on the best course of action to navigate this situation and properly respond to the RFO. Would the following steps be sufficient? Ensure that Exhibit A (Respondent Information) and all submitted documents reflect Enterprise Solutions Intelligence, Inc., except for Exhibit E (Referral Forms), where we would list Enterprise Solutions Intelligence, Inc. / Enterprise Solutions, Inc. since our clients recognize us by our original name. Clarify our company name situation in Exhibit B (Respondent History and Experience). Update our DUNS registration to include Enterprise Solutions Intelligence, Inc. as a DBA (Doing Business As) name.	To meet the number of years established requirement, you will need to clarify the company names in Exhibit A as well as Exhibit B. You can show that the Secretary of State required a different name as your original name was already being used. Now when using a dba you will need to show that such dba has been registered. My recommendation is that your Texas Registration as well as your DUNS number be recorded as Enterprise Solutions, Inc. dba Enterprise Solutions Intelligence, Inc. So first you need to registered the dba then update your company name with the Texas Franchise Tax, and Secretary of State to shows the name along with the dba. These details can be done before negotiations, for your Response Documents simply explain what you are doing and why.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
182.	General	NA	Previously I responded to DIR-ITSAC RFO and did not get awarded and don't know why. We followed instructions to receive 1-on-1 feedback but have had no response. We assume this information would be extremely helpful to know what was wrong so that we can address it before submitting the DBITS response. Can you advise how we can get feedback please?	Keep in mind that ITSAC is not DBITS and since the requirements, as well as the questions and forms, are not the same, the review of your ITSAC response may not provide much in-sight for responding to the DBITS RFO. The general debrief webinar for the ITSAC solicitation DIR-CPO-TMP-579 is publicly posted on DIR's YouTube Channel at: https://www.youtube.com/watch?v=sn0h5ODgkQQ In addition, there are multiple Vendor specific information and training videos available on the DIR YouTube Channel.
183.	General	NA	What are the timelines for Award. Which year will the vendor be able to use this contract to sell to the agencies?	Once a vendor receives a notice of award, the contracted vendor is authorized to begin selling to our customer base. The timeline between now and award of a contract depends on number of responses received, how long evaluation will take, and how many vendors will make the competitive break etc. Therefore, DIR is not able to provide vendors with exact dates at this time.
184.	General	NA	How many vendors were awarded in the previous contract?	98 contracts were awarded from RFO DIR-CPO-TMP-553.
185.	General	NA	Are all potential state opportunities under this contract sent out to all contract holders for competitive bid?	Competitive projects will be advertised based on individual customers' procurement policies and procedures.
186.	General	NA	If information on the current DBITS contract holders under RFO DIR-CPO-TMP-553 is publicly available, could you kindly direct us to the URL or location on the DIR portal where this can be accessed?	Please go to: www.dir.texas.gov and search for the solicitation number DIR-CPO-TMP-553 for results on active contracts that were awarded under this RFO.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
187.	General	NA	Is there a typo in the 2024 State Agency program total? There was a very significant drop from previous years.	No, that is the correct number.
188.	General	NA	Once you share the participants list, I will begin discussions regarding the prime-sub partnership. Will the participants list be included as a link in the RFP, or should I anticipate a separate email?	See Addendum 1
189.	General	NA	We attended the optional webinar on Tuesday, March 4, 2025, at 2:00 PM (CT) for DBITS (DIR-CPO-TMP-593). We kindly request you to share the recorded session with us, along with any addendum (if available), as it would be greatly helpful in preparing our response.	See Addendum 1
190.	General	NA	Can you please specify the YouTube videos that were mentioned and provide the link?	https://youtu.be/t6zma-4LmKE Oct 28, 2024, DBITS Vendor Marketing Forum https://youtu.be/BJ5eesF08S0 Oct 11, 2024, Responding to the COOP Solicitations (Session 1) https://youtu.be/pXs_7YI6YS8 Oct 11, 2024, Responding to the COOP Solicitations / BIDSTAMP (Session 2)
191.	General	NA	Can you post the link to that NOV 11 training on how to fill out an RFO	https://youtu.be/t6zma-4LmKE Oct 28, 2024, DBITS Vendor Marketing Forum https://youtu.be/BJ5eesF08S0 Oct 11, 2024, Responding to the COOP Solicitations (Session 1) https://youtu.be/pXs_7YI6YS8 Oct 11, 2024, Responding to the COOP Solicitations / BIDSTAMP (Session 2)

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
192.	General	NA	Please share a link to the Oct 11 YouTube video that is about how to fill up an RFO.	https://youtu.be/t6zma-4LmKE Oct 28, 2024, DBITS Vendor Marketing Forum https://youtu.be/BJ5eesF08S0 Oct 11, 2024, Responding to the COOP Solicitations (Session 1) https://youtu.be/pXs_7YI6YS8 Oct 11, 2024, Responding to the COOP Solicitations / BIDSTAMP (Session 2)
193.	General	NA	Do we get recording of this for my offshore team?	See addendum 1
194.	General	NA	Will we be receiving the recording of this conference?	See addendum 1
195.	General	NA	Can these slides be shared after the meeting with all vendors?	See addendum 1
196.	General	NA	Will you make this presentation available to the attendees?	See addendum 1
197.	General	NA	will a recording of this presentation be available to attendees after the call?	See addendum 1
198.	General	NA	Will this slide be sent to us?	See addendum 1
199.	General	NA	Will you share this recording with the attendees?	See addendum 1
200.	General	NA	We missed the meeting on March 4, 2025. Can we still apply for the RFO? We have reviewed the online videos and all required documents for submission.	The vendor pre-bid conference is not mandatory in order to submit a response. There is another conference on April 9, 2025. You need to register and attend this meeting. The link for registration can be found in the RFO document.

#	RFO Section/ Subject	Page #	Vendor Question	DIR Answer
201.	General	NA	What is the best way for me to review a previously submitted DBITS winning proposal (of an incumbent awardee)?	Submit an open records request form - Texas Public Information Act | Texas Department of Information Resources. However, please note that the requirements and evaluation criteria have changed since the previous solicitation and a previously awarded contract is not necessarily an indicator that the same response would receive an award under the new solicitation.
202.	General	NA	How many vendors currently support DBITS?	98 contracts were awarded from RFO DIR-CPO-TMP-553.
203.	General	NA	Approximately how many vendors would TX DIR ideally wish to support DBITS at the conclusion of this RFO process?	Not known at this time, as we do not know the number of responses and the number of vendors that will move to final negotiations.
204.	General	NA	Can we expect the webinar recording shared with the attendees today?	See addendum 1

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 Addendum 2

_____

(printed entity name)

_____

(printed name of authorized representative)

_____

(signature of authorized representative)

_____

(date)

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

MASTER COOPERATIVE CONTRACT

{{Successful Respondent}}

1 INTRODUCTION

1.1 Parties

This contract for Deliverables Based Information Technology Services (DBITS) (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and {{Successful Respondent}} a STATE ENTITY TYPE (hereinafter "Successful Respondent"), with its principal place of business at {{Successful Respondent Address}}. This contract becomes effective on the date on which the last party to sign affixes its signature.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-593, on February 20, 2025, for Deliverables Based Information Technology Services (DBITS) (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-593, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

For transactions under this Contract, the order of precedence shall be as follows:

1. This Master Cooperative Contract;
2. Appendix A, Standard Terms and Conditions;
3. Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;
4. Appendix C, DBITS Sample Statement of Work;

5. Exhibit 1, RFO DIR-CPO-TMP-593, including all Addenda;
6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-593, including all Addenda; and
7. Any Purchase Agreement entered into between Customer and Successful Respondent.

1.4 Definitions

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

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term" and together with the "Initial Term," the "Term"). Prior to expiration of the Initial Term and each Renewal Term (excluding the final Renewal Term), this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal. Additionally, DIR, in its sole discretion, may extend the final Renewal Term by up to ninety (90) days under the then-current terms and conditions upon thirty (30) days written notice to Successful Respondent.

3 SERVICE OFFERINGS

Services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-553 for deliverables-based information technology services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its service offering, provided that any changes or additions must be within the scope of the RFO. The Successful Respondent has been awarded the following Technology Category:

1. Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP).
2. Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing.

3. IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services.
4. Project and Program Management.

4 PRICING

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.

5 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

B. All prices quoted to Customers shall include the DIR Administrative Fee. Successful Respondent shall not invoice Customers for the DIR Administrative Fee as a separate item or charge on any Invoice.

C. DIR reserves the right to change the DIR Administrative Fee during the Term, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

D. The DIR Administrative Fee for any Customer purchase shall be the rate in effect on the date of the Purchase Agreement.

6 CONTRACT WEBPAGE REQUIREMENTS

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

A. SOW Instructions and link to DBITS page (http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=41);

B. Warranty policies; and

C. Return policies.

7 USE OF DESIGNATED RESELLERS

Successful Respondent shall not use designated resellers.

8 STATEMENT OF WORK

Services provided under this Contract shall be in accordance with the Statement of Work as set forth in Appendix C of this Contract. Successful Respondent and Customer may agree to additional terms and conditions that do not diminish or lessen the rights or protections of Customer or DIR or the responsibilities or liabilities of Successful Respondent

9 NOTIFICATION

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

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: [insert contract manager email address here]

With copy to the DIR Contract Manager. *See* Appendix A at ____.

If sent to Successful Respondent:

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

Notices issued pursuant to a Purchase Agreement between Successful Respondent and Customer shall be made in accordance with the Purchase Agreement.

10 ADDITIONAL AGREEMENTS

10.1 Definition of Additional Agreements

"Additional Agreements" include any terms and conditions governing products or services purchased under this Contract that are incorporated into or made applicable to a Purchase Agreement but are not included in the list of documents in Section 1.3, Order of Precedence, hereof. Additional Agreements may be included in, but are not limited to, a Statement of Work, fiscal purchase orders, software licensing agreements, service agreements, leasing agreements, or any linked, click-through, supplemental, or affixed terms or conditions, regardless of when such additional terms and conditions are incorporated into or made applicable to a Purchase Agreement. For the avoidance of doubt, Additional Agreements include terms and conditions governing products or services purchased under this Contract that are incorporated by the publisher or manufacturer of the product or service.

10.2 Authority to Enter Into Additional Agreements

A. Subject to the conditions in this Section, Successful Respondent and a Customer may enter into Additional Agreements. The terms and conditions of such Additional Agreements will be reviewed, negotiated, and agreed upon between the Customer and Successful Respondent. DIR has not reviewed and will not review any Additional Agreements, and is not a party to any Additional Agreements.

    a. Amendments or updates to Additional Agreements shall not be made without Customer's express consent, unless Customer has expressly agreed otherwise.

10.3 Precedence of Contract

A. All Additional Agreements are subject to the Contract. The terms and conditions of the Contract shall take precedence over any conflicting terms and conditions of any Additional Agreement. Successful Respondent and Customers may not alter this order of precedence.

B. If any Additional Agreement purports to take precedence over or supersede the terms and conditions of the Contract, the conflicting terms and conditions will be void and inapplicable to the Contract and the Purchase Agreement. Successful Respondent will be nonetheless obligated to perform the applicable Purchase Agreement without regard to the conflicting terms and conditions, unless Customer elects instead to terminate such Purchase Agreement, which may be considered a termination for cause in accordance with Section 12.5.3, Appendix A, Standard Terms and Conditions.

11 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

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

(Remainder of this page intentionally left blank.)

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

{{Successful Respondent}}

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By: _____

Name: Lisa Massock

Title: Chief Procurement Officer

Date: _____

Office of General Counsel: _____

Date: _____



Department of Information Resources

{{ContractNumber}} Appendix A

Standard Contract Terms and Conditions

Master Cooperative Contract

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1 CONTRACT SCOPE

Successful Respondent shall make the products and services specified in the Contract available for purchase by Eligible Customers under the terms and conditions provided by the Contract.

2 NO QUANTITY GUARANTEES

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

3 DEFINITIONS

Except as otherwise expressly provided herein, all capitalized terms used in the Contract shall have the meanings given to them in this Section.

3.1 Business Day

Refers to days on which normal business operations are typically conducted, excluding weekends and national holidays specified in Texas Government Code 662.003. If the Contract calls for performance on a day that is not a Business Day, then performance will occur on the next Business Day. Unless otherwise stated, a Business Day begins at 12:00 a.m. and ends at 11:59 p.m., Central Time.

3.2 Compliance Check

An audit or similar review of Successful Respondent's compliance with the Contract performed by a third-party auditor, DIR staff, or their designees.

3.3 Contract

The Master Cooperative Contract between DIR and Successful Respondent, including all Appendices, Exhibits, and other attachments thereto. Notwithstanding the foregoing, unless expressly provided or the context otherwise requires, references to the Contract in conjunction with Section or Article references shall be deemed references to the body of the Contract.

3.4 Customer

An entity that purchases goods or services under the Contract.

3.5 Customer Data

Any data or information of or regarding a Customer that is provided to or obtained by Successful Respondent in connection with the negotiation and execution of the Contract or the performance of Successful Respondent's obligations under the Contract. For the avoidance of doubt, Customer Data includes information about Customers provided by DIR to Successful Respondent.

Customer Data does not include:

(a) financial and accounting information (including costs, expenditures, billing collections, revenues, and finances) of Successful Respondent or its Third-Party Providers;

(b) information created by Successful Respondent to measure the productivity and efficiency of its products and services or to improve the processes and procedures used by Successful Respondent in the performance of its obligations under the Contract;

(c) human resources and personnel information of Successful Respondent or its Third-Party Providers; or

(d) information with respect to third-party contracts or licenses of Successful Respondent, its affiliates or subcontractors and used in the performance of its obligations under the Contract.

3.6 Eligible Customer

Any entity designated by DIR or by law as eligible to purchase goods and services through DIR's cooperative contracts program, including any of the following entities identified in Texas Government Code Section 2054.0525:

(a) a state agency;

(b) a local government;

(c) the legislature or a legislative agency;

(d) the supreme court, the court of criminal appeals, or a court of appeals;

(e) a public hospital owned or operated by this state or a political subdivision or municipal corporation of this state, including a hospital district or hospital authority;

(f) an independent organization certified under Texas Utilities Code Section 39.151, for the ERCOT power region;

(g) the Texas Permanent School Fund Corporation;

(h) an assistance organization, as defined by Texas Government Code Section 2175.001;

(i) an open-enrollment charter school, as defined by Education Code Section 5.001;

(j) a private school, as defined by Education Code Section 5.001;

(k) a private or independent institution of higher education, as defined by Education Code Section 61.003;

(l) a public safety entity, as defined by 47 U.S.C. Section 1401;

(m) a volunteer fire department, as defined by Texas Tax Code Section 152.001; and

(n) a governmental entity of another state.

The Parties acknowledge and agree that the scope of Eligible Customers is subject to modification by the Texas Legislature, and that the then-current statutory definition for "Eligible entity" shall control for all purposes.

3.7 Designated Reseller

Refers to the company or companies designated by Successful Respondent to provide products, services, and support resources to Customers under this Contract as referenced in Section 7 of the Master Contract.

3.8 DIR

Refers to the Texas Department of Information Resources.

3.9 Effective Date

Refers to the date on which the last party signs the Contract.

3.10 Invoice

Refers to an instrument submitted by Successful Respondent to Customer for payment of goods or services.

3.11 Purchase Agreement

Refers to the binding documents or set of documents used by Customer and accepted by Successful Respondent to purchase products or services from Successful Respondent under the Contract. A Purchase Agreement may take the form of a fiscal purchase order, Statement of Work, service agreement, procurement card, purchase order, fiscal form, other authorized instrument, or a combination of such documents.

3.12 State

Refers to the State of Texas.

3.13 Statement of Work (SOW)

Refers to a document entered into between Customer and Successful Respondent that states the requirements for a Purchase Agreement, including deliverables, performance specifications, and other requirements specific to the Successful Respondent under the Purchase Agreement that are not specified in the Contract.

3.14 Successful Respondent

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

3.15 Third-Party Provider

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

4 GENERAL PROVISIONS

4.1 Entire Agreement

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

Customers shall execute a Purchase Agreement with Successful Respondent to purchase products or services under the Contract. The Contract and the Purchase Agreement constitute the entire agreement between the Customer and Successful Respondent. No statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained in the Contract or the Purchase Agreement is binding or valid.

4.2 Modification of Contract Terms and/or Amendments

(a) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract.

(b) The parties to the Contract may only modify or amend the Contract upon mutual written agreement signed by authorized representatives of both DIR and Successful Respondent.

(c) Notwithstanding Section 4.2(b) above, DIR reserves the right, in its sole discretion, to unilaterally, upon thirty (30) calendar days written notice to Successful Respondent without the Successful Respondent's written consent or signature, amend the Contract prior to award and throughout the term of the Contract to incorporate any modifications necessary for DIR's compliance with all applicable state and federal laws, regulations, requirements, and guidelines, or to satisfy a procedural change due to DIR system upgrades or additions.

(d) Customers do not have authority to modify the terms of the Contract. However, the Master Cooperative Contract authorizes Additional Agreements that do not conflict with the Contract and that are acceptable to both Customer and Successful Respondent to be added in a Purchase Agreement and given effect. No Additional Agreement added in a Purchase Agreement can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a Purchase Agreement and the Contract, the Contract controls.

(e) Customer and Successful Respondent will negotiate and enter into written agreements regarding Statements of Work, service level agreements, remedies, acceptance criteria, information confidentiality, security requirements, limitation of liability (if any), and other terms specific to their Purchase Agreements under the Contract.

4.3 Invalid Term or Condition

(a) To the extent any term or condition of the Contract conflicts with an applicable state and/or United States law or regulation, that Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of the term or condition and DIR does not waive the applicable state and/or United States law or regulation which

conflicts with the Contract term or condition.

(b) If a term or condition in the Contract, or the application of a term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances remains valid and in full force and effect.

4.4 Assignment

(a) DIR may assign the Contract or its rights and obligations under the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature) or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.

(b) A Customer may assign a Purchase Agreement issued under the Contract or its rights and obligations under the Purchase Agreement without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature) or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.

(c) Successful Respondent shall not assign or delegate the Contract or its rights or obligations under the Contract, including by operation of law or through a change in control, without prior written approval from DIR. Any attempted assignment or delegation in violation of this provision is null and void and has no effect.

(d) Successful Respondent shall not assign or delegate a Purchase Agreement or its rights or obligations under the Purchase Agreement, including by operation of law or through a change in control, without prior written approval from the Customer. Any attempted assignment or delegation in violation of this provision is null and void and has no effect.

4.5 Survival

(a) All Purchase Agreements shall survive the expiration or termination of the Contract for the term of the Purchase Agreement, unless the Customer terminates the Purchase Agreement sooner. However, regardless of the term of the Purchase Agreement, no Purchase Agreement shall survive the expiration or termination of the Contract for more than three (3) years (the "Survival Term").

(b) In all instances of expiration or termination of the Contract, Successful Respondent shall continue to report all sales and pay the DIR Administrative Fees for the duration of the Survival Term. For the avoidance of doubt, Successful Respondent shall report even in months where sales are $0.

(c) Any provision of this Contract that contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect. Additionally, all provisions of this Agreement shall survive the expiration or termination of this Agreement to the fullest extent

necessary to give the Parties the full benefit of the bargain expressed herein.

The following provisions are among those that survive termination of the Contract or a Purchase Agreement:

(1) Contract Section 5, and Section 10.4 of this Appendix A regarding the DIR Administrative Fee, and any and all payment obligations for which invoices were provided to Customer prior to the termination or expiration of the Contract;

(2) Section 4.10, Warranty and Return Policies;

(3) Section 4.12, Nonsolicitation of State Employees;

(4) Section 5, Intellectual Property;

(5) Section 6, Data Terms;

(6) Section 13, Indemnification and Liability;

(7) Section 10.4, Required Reports;

(8) Section 10.5: Records and Audit;

(9) Sections 12.6 and 12.7 regarding Rights Upon Termination;

(10) Section 14; Required Insurance Coverage; and

(11) Section 15.7, Confidentiality and the Public Information Act.

4.6 Choice of Law

The Contract is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions.

4.7 Compliance with Laws

Successful Respondent shall comply with all laws and regulations applicable to the Contract and to the goods and services purchased under the Contract through a Purchase Agreement, as these laws and regulations currently exist and may be amended throughout the term of the Contract and any applicable Purchase Agreement.

4.8 Limitation of Authority

Successful Respondent has no authority to act for or on behalf of DIR or the State except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

4.9 Independent Contractor

Successful Respondent agrees and acknowledges that during the existence of the Contract and

any resulting Purchase Agreements, it is furnishing services in the capacity of an independent contractor and that Successful Respondent and its personnel are not employees of the Customer, DIR, or the State of Texas.

4.10 Warranty and Return Policies

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

In addition to the minimum warranty provided above, Successful Respondent shall adhere to Successful Respondent's then-currently published policies concerning warranties and returns. Warranty and return policies offered to Customers shall not be more restrictive or more costly than warranty and return policies for other similarly situated customers for similar products and services.

4.11 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Agreement for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, court order, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome (each such event, an "Event of Force Majeure"), on the condition that the party experiencing an Event of Force Majeure has prudently and promptly acted to take all steps that are within the party's control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the Event to the other parties when commercially reasonable. Subject to this Section, non-performance due to an Event of Force Majeure shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Agreement if Customer determines that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of the Customer. Upon request by DIR or Customer, Successful Respondent shall provide copies of its most recent business continuity and disaster recovery plans.

4.12 Non-Solicitation of Customer Employees

Successful Respondent shall not solicit, directly or indirectly, any DIR employee who is associated with the Contract during the Contract term or for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, Successful Respondent shall not solicit, directly or indirectly, any Customer employee who is associated with a Purchase Agreement during the Purchase Agreement term or for a period of ninety (90) calendar days following the expiration or termination of the Purchase Agreement. For the avoidance of doubt, the publication of a generally available advertisement or solicitation and the consideration and hiring of a person responding to such a solicitation is not a breach of this Section, unless the advertisement or solicitation is undertaken as a means to circumvent this Section. This provision shall not operate or

be construed to prevent or limit any employee's right to practice his or her profession or to utilize his or her skills for another employer or to restrict any employee's freedom of movement or association.

4.13 General Requirements of Lease Documents

The following general terms apply to all lease-type documents and agreements entered into in connection with the Contract or a Purchase Agreement.

(a) All leases and lease-related documents are Additional Agreements as defined in the Contract.

(b) Leases shall not automatically renew at the end of the term.

(c) Any fees beyond those set forth in Appendix C must be explicitly identified in the lease documents. This includes but is not limited to early termination fees, shipping fees, return fees, and any other charge or fee related to the lease.

(d) Remedies for breach of the lease must include all remedies available in the Contract. Successful Respondent may not disclaim damages or establish exclusive remedies in the lease documents.

(e) Customers shall not be required to obtain consent before relocating a piece of leased equipment, but the Successful Respondent may require a reasonable form of notice of the relocation.

(f) Customers shall not indemnify Successful Respondent.

4.14 Submission of Written Complaints

A person may submit a written complaint to DIR using the form provided on DIR's webpage at the following address: https://dir.texas.gov/form/complaints.

4.15 Captions

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

5 INTELLECTUAL PROPERTY MATTERS

5.1 Intellectual Property Matters Definitions

5.1.1 Work Product

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

(a) works of authorship (such as manuals, instructions, printed material, graphics, artwork,

images, illustrations, photographs, computer programs, computer software, scripts, configurations, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or websites, other written or machine readable expression of works fixed in any tangible media, and all other copyrightable works);

(b) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin;

(c) ideas, designs, concepts, personality rights, methodologies, processes, techniques, apparatuses, inventions, formulas, approaches, specifications, systems, discoveries, or improvements, including any patents, trade secrets and know-how;

(d) domain names;

(e) any copies, and similar or derivative works to any of the foregoing, all documentation and materials related to any of the foregoing;

(f) all other goods, services, or deliverables to be provided to Customer under the Contract or a Statement of Work; and

(g) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented, or conceived for the use or benefit of Customer in connection with the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:

(1) by any Successful Respondent personnel or Customer personnel, or

(2) any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of which was created, invented or conceived by that person while affiliated with Customer.

5.1.2 Intellectual Property Rights

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

(a) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how;

(b) any work of authorship, including any copyrights, moral rights, or neighboring rights;

(c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin;

(d) domain name registrations; and

(e) any other proprietary or similar rights.

The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

5.1.3 Third Party IP

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

5.1.4 Successful Respondent IP

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

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

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

5.2 Ownership

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

hereunder to any Third-Party IP, except as may be incorporated in the Work Product by Successful Respondent. Successful Respondent will not make or retain any copies of the Work Product or any documentation or other products and results of the services without the prior written consent of Customer.

5.3 Further Actions

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

5.4 Waiver of Moral Rights

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

5.5 Confidentiality

All documents, information and materials forwarded to Successful Respondent by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Successful Respondent under

Section 5.8 Successful Respondent License to Use. Hereunder, Successful Respondent shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

5.6 Injunctive Relief

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

5.7 Return of Materials Pertaining to Work Product

Upon the request of Customer, but in any event upon expiration or termination of the Contract, or a Statement of Work, Successful Respondent shall surrender to Customer (1) all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data; and (2) all other documents or materials (generated or developed by Successful Respondent or furnished by Customer to Successful Respondent, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in that Work Product, regardless of whether complete or incomplete. This Section is intended to apply to all Work Product as well as to all documents and things furnished to Successful Respondent by Customer or by anyone else that pertain to the Work Product, including originals and copies.

5.8 Successful Respondent License to Use

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

5.9 Third-Party Underlying and Derivative Works

(a) To the extent that any Successful Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, Successful Respondent grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to

(1) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon Successful Respondent IP or Third-Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and

(2) authorize others to do any or all of the foregoing. Successful Respondent agrees to notify Customer on delivery of the Work Product or services if the materials include any Third-Party IP.

(b) On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third-Party IP that may be embodied or reflected in the Work Product.

5.10 Agreement with Third Party Providers

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

5.11 License to Customer

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

5.12 Successful Respondent Development Rights

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

6 DATA TERMS

6.1 Authorized Use of Customer Data

Successful Respondent and its Third-Party Providers shall not use Customer Data for any purpose other than the fulfillment of this Contract. Successful Respondent shall not use Customer Data in any manner for purposes of training artificial intelligence technologies unless Successful

Respondent obtains Customer's prior written consent. Successful Respondent shall not sell, assign, lease, or encumber Customer Data.

6.2 Data Location

Regardless of any other provision of the Contract or its incorporated or referenced documents, all Customer Data for Customers located in the State of Texas must remain and be located, handled, stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the United States, unless the Customer provides specific written authorization for Customer Data to be located elsewhere. All Customers located outside the State of Texas may allow data location and handling outside of the United States at the Customer's discretion. **NOTE**: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.

6.3 Data Classification

Upon request of a Customer that is a Texas state agency, Successful Respondent shall coordinate with Customer to implement a data classification scheme, as required under Section 2054.161, Texas Government Code, for any data used in or produced from the products and services.

6.4 Data Breach Notification and Response

In the event that Successful Respondent discovers, is notified of, or knows of any actual, suspected, or threatened data breach that compromises or could reasonably be expected to compromise Customer Data through unauthorized use, disclosure, or acquisition, Successful Respondent shall promptly, but no later than eight (8) hours after such discovery, provide notice of such breach to the affected Customer and, if the affected Customer is located in Texas, to DIR. After such notification, Successful Respondent shall:

(a) investigate to determine the nature, cause, and extent of the breach;

(b) take any action necessary to contain the incident and remediate, as soon as practicable and to the extent practicable, any harmful effect of the breach known to Successful Respondent;

(c) provide Customer and DIR with regular updates on the status of the breach; and

(d) cooperate with Customer in providing any required notices regarding the breach.

7 ACCESSIBILITY STANDARDS

7.1 General Accessibility Requirements

(a) Under Texas Government Code Chapter 2054, Subchapter M, and DIR implementing rules, DIR and certain Customers must procure electronic and information resources that comply with the accessibility standards defined in Texas Administrative Code Title 1 Chapter 206 and Chapter 213, and in the Worldwide Web Consortium WCAG 2.1 AA technical standard as applicable when products or services are available in the commercial marketplace or when products are developed in response to procurement solicitations. All associated

documentation must also be in an accessible format. Examples of accessible format include: properly formatted PDFs created by exporting documents instead of creating a jpeg file; alt text for images; keyboard-only navigation; color contrast; compatible with zoom magnification; graphics include labels and do not rely solely on color.

(b) The Parties acknowledge and agree that accessibility requirements are subject to modification by relevant legislative bodies, and that the then-current accessibility requirements shall control for all purposes.

(c) Successful Respondent shall work with Customer to ensure that the products and services provided pursuant to the Contract and any associated Purchase Agreement comply with the Customer's accessibility requirements.

7.2 Specific Accessibility Requirements

Successful Respondent shall cooperate with Customers, including by providing the information and documents identified below, to ensure that Customers are able to comply with all applicable accessibility laws and standards in purchasing products and services under this Contract.

(a) Upon Customer request, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) WCAG Edition (Version 2.4 or higher) or URL links to specific ACRs located on manufacturer webpages (where available) for Commercial Off the Shelf (COTS)products, including Software as a Service (SaaS), for each product, product family, or service (as applicable) requested by such Customer. Instructions on how to complete this document are included in the template itself. Successful Respondent may provide ACRs based on earlier versions of the VPAT® template if completed ACRs already exist, and there have been no changes to the product or service since the time of the original document completion. If Successful Respondent claims that a proposed product, family of products, or service is exempt from accessibility requirements, it must specify the exempt product or family of products and the basis for the exemption in "Notes" located in the product information section of the VPAT v.2.4 or higher.

(b) Upon Customer request, Successful Respondent must provide a completed, current, and accurate Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services and services that include user accessed, online components) which documents Successful Respondent's capability or ability to produce accessible electronic and information resources.

(c) For non-COTS offerings, Successful Respondent must ensure that the accessibility standards defined in Texas Administrative Code Title 1 Chapter 206 and Chapter 213, and other applicable standards, are integrated into key phases of the project development lifecycle including but not limited to planning, design, development, quality assurance testing, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by Customers.

(d) Upon Customer request, Successful Respondent must provide a completed, current,

accurate, Policy Driven Adoption for Accessibility (PDAA) Vendor Self-Assessment.

(e) Upon Customer request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. Examples may include but are not limited to executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

8 CONTRACT PROMOTION

8.1 Texas State Agencies Required to Purchase Through DIR Contracts

Texas Government Code Section 2157.068 requires Texas state agencies to buy commodity items using contracts developed by DIR unless the agency obtains an exemption from DIR.

Successful Respondent shall direct all Texas state agencies to coordinate all sales through existing DIR contracts unless Customer demonstrates that it has obtained a written exemption from DIR. Institutions of higher education are exempt from this Section.

8.2 Endorsements

DIR does not endorse vendors, products, or services. The existence of this Contract does not indicate in any way that DIR endorses, approves, or otherwise recommends Successful Respondent or its offerings.

8.3 Public Disclosure

Successful Respondent shall not make public disclosures or news releases about o the Contract without prior written approval of DIR.

8.4 Internet Access to Contract and Pricing Information

(f) No later than thirty (30) calendar days after the Effective Date, Successful Respondent shall establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's webpage. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent must ensure their webpage is secured using modern encryption standards, including maintaining a valid and up-to-date security certificate, requiring all users to access the site via Hypertext Transfer Protocol Security (HTTPS), and configuring the hosting environment to enforce secure protocols.

(g) Successful Respondent shall provide DIR with timely written notice of any change in URL or other information needed to access the site or maintain the link.

(h) The Contract constitutes a public document under Texas law and Successful Respondent shall not restrict access to Contract terms and conditions, including pricing, by any means including but not limited to use of restrictive technology or passwords. DIR may terminate the Contract without penalty if Successful Respondent does not meet the webpage requirements.

(i) The webpage must include:

(1) a detailed list of products or services awarded;

(2) the current MSRP or list price and the applicable discount percentage for all products or services awarded, or a mechanism to obtain pricing, as applicable;

(3) Successful Respondent contact information, including name, telephone number and email address;

(4) instructions for obtaining quotes and entering into Purchase Agreements;

(5) the Contract number with a hyperlink to the Contract's DIR webpage;

(6) the DIR logo in accordance with the requirements of Section 8.8; and

(7) any additional information that the Master Cooperative Contract identifies as required to be included on the webpage.

8.5 Accurate and Timely Contract Information

Successful Respondent agrees to accurately and completely post, maintain, and display the webpage information above in an objective and timely manner. Successful Respondent shall, at its own expense, correct any non-conforming or inaccurate information posted at Successful Respondent's webpage within ten (10) Business Days after written notification by DIR.

8.6 Webpage Compliance Checks

DIR may conduct periodic Compliance Checks of the information posted for the Contract on Successful Respondent's webpage. Upon request by DIR, Successful Respondent shall provide verifiable documentation that pricing listed on this webpage is compliant with the pricing as stated in the Contract.

8.7 Responsibility for Webpage Content

Successful Respondent is solely responsible for administration, content, intellectual property rights, and all materials on Successful Respondent's webpage. DIR may require a change of Contract-related content if, in the opinion of DIR, it does not adequately represent the Contract.

8.8 DIR and Customer Logos

Successful Respondent may use a Customer's logo only upon prior written approval from that Customer.

Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with the following stipulations:

(a) the logo may not be modified in any way,

(b) the size of the DIR logo must be equal to or smaller than Successful Respondent's logo,

(c) the DIR logo is only used to communicate the availability of services under the Contract to Customers.

Any other use of the DIR logo requires prior written permission from DIR.

8.9 Successful Respondent Logo

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

8.10 Trade Show Participation

DIR may require Successful Respondent to participate in no more than two (2) DIR-sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation is at Successful Respondent's expense and includes providing a staffed booth display or similar presence. DIR will provide a minimum of four (4) months advance notice of any required participation. Successful Respondent must display the DIR logo at all DIR-sponsored trade shows. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on Successful Respondent's booth.

9 PURCHASE AGREEMENTS, INVOICES, AND PAYMENTS

9.1 Purchase Agreements

Customers must place Purchase Agreements directly with Successful Respondent. Purchase Agreements become effective and binding upon Successful Respondent when accepted by Successful Respondent.

9.2 Invoices

(j) Successful Respondent shall submit Invoices directly to Customer. Customer shall make all payments for services purchased under the Contract and provide any acceptance of those services to Successful Respondent.

(k) Invoices must be timely and accurate. Each Invoice must match Customer's Purchase Agreement and include any written changes that may apply, as it relates to services, prices, and quantities. Invoices must include the Customer's Purchase Agreement number or other pertinent information for verification of receipt of the products and services by the Customer.

(l) Successful Respondent shall not list the DIR Administrative Fee as a separate line item when it provides pricing or Invoices to Customer.

9.3 Payments

Successful Respondent and Customers shall comply with Texas Government Code Chapter 2251, as applicable. For Customers that are not subject to Texas Government Code Chapter 2251,

Customer and Successful Respondent must agree to acceptable payment terms in the Purchase Agreement. Payment under the Contract does not foreclose the right to recover wrongful payments at a later time.

9.4 Tax-Exempt

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

9.5 Travel Expense Reimbursement

Pricing for services provided under the Contract exclude any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may be separately available, and includes personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals. Reimbursement amounts must not exceed the amounts authorized for state employees as adopted by each Customer; and all reimbursement rates must not exceed the maximum rates established for state employees under the current State Travel Management Program (https://comptroller.texas.gov/purchasing/programs/travel-management/). Successful Respondent must not include travel time as part of the amounts payable by Customer for any services rendered under the Contract. Successful Respondent must obtain Customer's written pre-approval for any anticipated travel expenses. Customer may reject payment for travel expenses which are not pre-approved in writing. The DIR Administrative Fee does not apply to travel expense reimbursement.

9.6 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free on Board Customer's destination. Successful Respondent may not charge additional fees for standard shipping and handling. If a Customer requests expedited or special delivery, Customer must pay for any additional charges for expedited or special delivery.

10 CONTRACT ADMINISTRATION

10.1 Service, Sales and Support of the Contract

Successful Respondent shall provide service, sales, and support resources to serve all Customers. Successful Respondent shall sell, market, and promote products and services available under the Contract. Successful Respondent shall use best efforts to ensure that Eligible Customers are made aware of the existence of the Contract.

10.2 Contract Managers

DIR and Successful Respondent shall each designate a contract manager ("Contract Manager") to support the Contract (respectively, the "DIR Contract Manager" and "Successful Respondent Contract Manager"). DIR will post information regarding each Contract Manager on its webpage for the Contract. DIR may require a change in Successful Respondent Contract Manager if

Successful Respondent Contract Manager is not, in the sole opinion of DIR, adequately serving the needs of the State.

10.2.1 DIR Contract Manager

Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

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

(a) managing the Contract and monitoring compliance,

(b) advising DIR of Successful Respondent's performance under the Contract, and

(c) periodic verification of pricing and monthly reports submitted by Successful Respondent.

10.2.2 Successful Respondent Points of Contact

Upon execution of the Contract, Successful Respondent shall provide DIR with written notification of (1) Successful Respondent Contract Manager's name and contact information; (2) Successful Respondent sales representative name and contact information, (3) Successful Respondent Accounts Payable contact name and contact information; and (4) name and contact information of Successful Respondent personnel responsible for submitting reports and payment of DIR Administrative Fees.

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

(a) marketing and management of the Contract,

(b) facilitating dispute resolution between Successful Respondent and Customers, and

(c) advising DIR of Successful Respondent's performance under the Contract.

10.3 Required Meetings

DIR may require Successful Respondent and any Third-Party Providers to participate in meetings throughout the life of the Contract. In addition to the meetings specifically identified below, DIR, in its sole discretion, may require participation in additional meetings, including meetings to review Successful Respondent's performance under the Contract. Meetings will be held virtually or in person at a location selected by DIR in Austin, Texas, and at a date and time mutually acceptable to DIR and Successful Respondent. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at any meeting.

10.3.1 Orientation Meeting

No later than thirty (30) calendar days after execution of the Contract, Successful Respondent shall attend an orientation meeting to discuss the content and procedures of the Contract to include administrative requirements for reporting and administrative fee payments.

10.3.2 End of Contract Transition Meeting

In its sole discretion, DIR may require participation in meetings related to the termination or expiration of the Contract.

10.4 Required Reports

10.4.1 Reporting Responsibility

Successful Respondent shall file any necessary reports. DIR may verify required reports and take any actions necessary to enforce its rights under the Contract. If DIR requests any additional documentation needed to verify the reports, Successful Respondent shall provide all required documentation at no cost.

10.4.2 Detailed Monthly Vendor Sales Report

(a) Using the Vendor Sales Report (VSR) portal, Successful Respondent shall submit a monthly sales report detailing sales activity under the Contract for the previous month period. This includes months in which there are no sales. Monthly sales reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report is due on the next Business Day. For example, Successful Respondent must submit its monthly sales report for January between February 1st and February 15th.

(b) The sales report shall include, at a minimum, the following information per transaction: the detailed sales for the period, Customer name, Invoice date, Invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Agreement number, contact name, Customer's complete billing address, the estimated DIR Administrative Fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each sales report must contain all information listed above per transaction or the report will be rejected and returned to Successful Respondent for correction.

(c) Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

10.4.3 DIR Cost Avoidance Reports

As part of the performance measures reported to State leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain: product or service description, MSRP or list price, and price to Customer under the Contract. If Successful Respondent holds a current contract with a Consortium for the same types of offerings awarded on the DIR contract, Successful Respondent may be requested to provide the customer pricing on the awarded Consortium contract.

10.4.4 Historically Underutilized Business (HUB) Subcontract Reports

Successful Respondent shall electronically provide each Customer with its HUB Subcontracting Report as required by Texas Government Code Chapter 2161. DIR shall be copied on all reports submitted to Customer.

10.4.5 Accurate and Timely Submission of Reports and DIR Administrative Fees

(a) Successful Respondent shall submit sales reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Fee payments within three (3) Business Days of written notification by DIR. Successful Respondent shall deliver any late sales reports or late DIR Administrative Fee payments within three (3) Business Days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate sales reports or DIR Administrative Fee payments or deliver late sales reports and DIR Administrative Fee payments within three (3) Business Days, Successful Respondent shall contact DIR and provide a corrective plan of action, including the timeline for completion. The corrective plan of action is subject to DIR approval.

(b) If Successful Respondent fails to correct inaccurate sales reports or cure the delay in timely and accurate delivery of sales reports and payments within the corrective plan of action timeline, DIR may, at DIR's expense, require an independent third-party audit of Successful Respondent's records as specified in Section 10.5, Records and Audit. DIR will select the auditor (and all payments to auditor will require DIR approval). If DIR finds that Successful Respondent is responsible for inaccurate reports, DIR may invoice Successful Respondent for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

(c) Failure to timely submit three (3) reports or DIR Administrative Fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day, up to $1000/month, for each Business Day the report or payment is due, or suspension or termination of Successful Respondent's Contract.

(d) For Customers whose payments are processed by the Comptroller of Public Accounts, the volume of payments made to Successful Respondent through the Comptroller and the administrative fee based thereon are presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

10.5 Records and Audit

10.5.1 Review by State Auditor

The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure all subcontractors are aware of this clause and that a requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant

to the investigation or audit.

10.5.2 Review by DIR or its Designee

Successful Respondent agrees that DIR, a DIR designee, or third-party auditor may conduct an audit, Compliance Check, or other similar investigation of Successful Respondent's compliance with the Contract.

10.5.3 Records Retention and Access

(a) Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final, and unappealable resolution of all Compliance Check, audit, or litigation issues that arise under the Contract, whichever is later. The records shall include per transaction: Customer name, Invoice date, Invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Agreement number, contact name, Customer's complete billing address, the calculations supporting each DIR Administrative Fee owed under the Contract, HUB Subcontracting Reports, and other documentation as may be requested.

(b) Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, Purchase Agreements, and any other items relevant to the performance of the Contract to DIR, the State Auditor's Office, and other persons or entities designated by DIR for the purposes of inspecting, auditing, conducting a Compliance Check, or copying the records.

(c) Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) Business Days' notice prior to inspecting, conducting a Compliance Check, or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's records shall be available to DIR staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff and designees during the performance of the inspection, audit, or Compliance Check. If DIR finds that Successful Respondent is responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

10.6 Proof of Financial Stability and Notice of Financial Events

Either DIR or Customer may require Successful Respondent to provide proof of financial stability prior to or at any time during the Contract term. In the event that Successful Respondent becomes insolvent or is the subject of any bankruptcy or receivership proceeding prior to or during the Contract term or a Purchase Agreement term, Successful Respondent shall provide written notice to DIR and to Customer within five (5) Business Days of the insolvency or initiation of the bankruptcy or receivership proceedings.

11 DISPUTE RESOLUTION

11.1 No Waiver

A party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right to demand strict compliance with that or any other provision.

Nothing in this Contract or in any Purchase Agreement constitutes a waiver of any defense or immunity whatsoever.

11.2 Dispute Resolution Process

(a) Disputes arising under the Contract or a Purchase Agreement shall be resolved in accordance with Texas Government Code Chapter 2260. The contested case process provided in Texas Government Code Chapter 2260 is the Successful Respondent's sole and exclusive process for seeking a remedy for an alleged breach of Contract or Purchase Agreement.

(b) Except as provided in Texas Government Code Section 2251.051, Successful Respondent shall continue performance while the dispute is being resolved unless the Customer has terminated the Purchase Agreement.

(c) For Customers not subject to Texas Government Code Chapter 2260, disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer.

(d) DIR shall not be a party to any dispute between Customers and Successful Respondent unless DIR, in its sole discretion, decides to intervene.

(e) In any dispute with a unit of State government as defined in Texas Government Code Section 2260.001, the exclusive venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise states its applicability to the contracting Customer. If litigation does not involve any unit of State government, then venue is fixed in the state or federal courts of the Texas county where the Customer is primarily situated, unless the specific venue is otherwise identified in a statute which directly names or otherwise states its applicability to the contracting Customer.

11.3 Vendor Performance Reporting Required

Texas state agencies are required by rule (34 Texas Administrative Code Section 20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.00.

12 TERMINATION

12.1 Absolute Right to Terminate

DIR shall have the absolute right to immediately terminate the Contract without recourse in the following circumstances:

(a) Successful Respondent becomes listed on the prohibited vendors list authorized by

Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control;

(b) Successful Respondent becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration;

(c) Successful Respondent becomes suspended or debarred from doing business with the State of Texas;

(d) Successful Respondent is or becomes statutorily ineligible to receive state contracts;

(e) DIR receives notice of potential criminal violations by Successful Respondent, whether or not the potential violations directly impact the provision of goods or services under the Contract; or

(f) DIR receives notice of any actual, suspected, or threatened data breach as described in Section 6.4.

DIR shall provide Successful Respondent with written notice of termination. DIR will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) Business Days after the termination.

12.2 Immediate Suspension

(a) DIR may, in its sole discretion, elect to immediately suspend Successful Respondent instead of exercising its absolute right to terminate the Contract as described above.

(b) DIR may suspend Successful Respondent for the same reasons as the absolute right to terminate set forth above. In addition, DIR may suspend Successful Respondent if Successful Respondent fails to pay the DIR Administrative Fee or timely file required reports, or if DIR in its sole discretion determines that suspension is in the best interests of the State.

(c) While suspended, Successful Respondent shall not make any new sales under the Contract until it receives further written notice from DIR. Successful Respondent may be ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer.

(d) DIR will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) Business Days after the suspension or termination.

(e) Successful Respondent may provide a written response and request an opportunity to present its position. DIR or Customer will review Successful Respondent's response but is under no obligation to provide formal response.

(f) The suspension ends when DIR either issues a written notice that the suspension is lifted or gives written notice of the termination of the Contract in accordance with this Section 12.

12.3 Termination for Non-Appropriation

12.3.1 Termination for Non-Appropriation by Customer

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

12.3.2 Termination for Non-Appropriation by DIR

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

12.4 Termination for Convenience

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

12.5 Termination for Cause

12.5.1 Termination for Cause by DIR

DIR may, upon written notice to Successful Respondent, terminate the Contract in whole or in part as of the termination date specified in the notice if Successful Respondent:

(a) Commits a material breach of this Contract which is not cured within thirty (30) calendar days after notice of breach from DIR, or such other applicable timeframe for cure expressly provided herein; or

(b) Commits a material breach of this Contract which is not capable of being cured within the period specified in the notice.

12.5.2 Termination for Cause by Successful Respondent

(a) Successful Respondent may terminate the Contract in whole as of the termination date specified in its notice if Successful Respondent issues a written notice of default to DIR upon the occurrence of a material breach of any covenant, certification, representation, warranty, or provision of the Contract, upon the following preconditions:

(1) First, the Successful Respondent must comply with the requirements of Texas Government Code Chapter 2260 in an attempt to resolve a dispute;

(2) Second, if the dispute remains unresolved after complying with Texas Government

Code Chapter 2260's dispute resolution provisions, then Successful respondent shall give DIR thirty (30) calendar days from receipt of notice to cure said default. If DIR fails to cure the default within the timeframe allowed, the Successful Respondent may, at its option and in addition to any other remedies it may have available, terminate the Contract.

(b) Successful Respondent may terminate a Purchase Agreement in whole or in part as of the termination date specified in its notice if Successful Respondent issues a written notice of default to Customer upon the occurrence of a material breach of any covenant, certification, representation, warranty, or provision of the Contract or Purchase Agreement, subject to the following preconditions:

(1) First, the Successful Respondent must follow the dispute resolution process described in Section 11.2 above;

(2) Second, if the dispute remains unresolved, the Successful Respondent shall give Customer thirty (30) calendar days from receipt of notice to cure said default. If Customer fails to cure said default within the timeframe allowed, the Successful Respondent may, at its option and in addition to any other remedies it may have available, terminate a Purchase Agreement.

12.5.3 Termination for Cause by Customer

(a) Customers are not parties to the Contract and therefore have no power to terminate the Contract.

(b) Customer may, upon written notice to Successful Respondent, terminate a Purchase Agreement in whole or in part as of the termination date specified in the notice if Successful Respondent:

(1) Commits a material breach of a Purchase Agreement which is not cured within thirty (30) calendar days after notice of breach from Customer, or such other applicable timeframe for cure expressly provided in the notice or in the Purchase Agreement; or

(2) Commits a material breach of a Purchase Agreement which is not capable of being cured within the period specified in the notice or in the Purchase Agreement.

(c) Customer may immediately suspend or terminate a Purchase Agreement without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if that non-compliance relates or may relate to Successful Respondent's provision of goods or services to the Customer.

12.6 Customer Rights Under Termination of Contract

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and any Purchase Agreement issued prior to the termination or expiration of the Contract. A Purchase Agreement and certain rights and obligations survive the expiration or termination of the Contract in accordance with Section 4.5.

12.7 Successful Respondent Rights Under Termination of Purchase Agreement

In the event a Purchase Agreement expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately accepted by Customer. Certain rights and obligations survive the expiration or termination of the Contract in accordance with Section 4.5.

12.8 Transition Assistance

Upon request by Customer prior to expiration or termination of a Purchase Agreement, Successful Respondent shall provide reasonable and necessary assistance to accomplish a complete transition of the products or services from Successful Respondent to Customer or any replacement provider designated by Customer without any interruption of or adverse impact on the products or services. Successful Respondent shall perform services related to the transition at no additional cost beyond what would be paid under a Purchase Agreement. Customer and Successful Respondent may identify specific transition services needed in a Purchase Agreement.

13 INDEMNIFICATION AND LIABILITY

13.1 Indemnification

SUCCESSFUL RESPONDENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS DIR, THE STATE OF TEXAS, AND CUSTOMERS, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, RESULTING FROM, OR RELATED TO:

(a) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Agreements issued under the Contract;

(b) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Agreements issued under the Contract;

(c) any breach, disclosure, ransomware attack, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer Data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful Respondent, its employees, representatives, agents, or Third-Party Providers in or in connection with the execution or performance of the Contract and any Purchase Agreements issued under the Contract; and

(d) tax liability, unemployment insurance, workers' compensation, or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Agreements

issued under the Contract.

Successful Respondent shall coordinate the defense with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit. Successful Respondent may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. For non-Texas state agency Customers, Customer's legal counsel shall coordinate the defense with Successful Respondent. Successful Respondent and the Customer shall furnish timely written notice to each other and to DIR of any claim.

This section is not intended to and shall not be construed to require Successful Respondent to indemnify or hold harmless DIR or Customers for any claims or liabilities resulting from the negligent acts or omissions of DIR or Customer or their employees.

13.2 Infringements

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

13.3 Property Damage

In the event of loss, damage, or destruction of any tangible or real property of Customer or the State due to the negligence, misconduct, wrongful act or omission on the part of Successful Respondent, its employees, agents, representatives, or third-party providers, Successful Respondent shall pay the full cost of either repair, reconstruction, or replacement of the property, at the Customer's sole election. Customer shall determine the cost, which Successful Respondent shall pay within ninety (90) calendar days after the date Successful Respondent receives Customer's written notice of the cost.

13.4 Limitation of Liability

(a) For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties are liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of those damages.

(b) Successful Respondent and a Customer may include in a Purchase Agreement a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to the Purchase Agreement; on the condition that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Agreement. This value includes all amounts paid and amounts to be paid over the life of the Purchase Agreement to Successful Respondent by the Customer as described in the Purchase Agreement.

(c) Notwithstanding the foregoing or anything to the contrary, any limitation of Successful Respondent's liability contained in this Contract or in a Purchase Agreement shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of a violation.

14 REQUIRED INSURANCE COVERAGE

14.1 General Insurance Requirements.

(a) As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage to DIR within ten (10) Business Days of execution of the Contract if Successful Respondent may provide services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers.

(b) In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the specified insurance coverage, and shall provide proof of the insurance coverage to Customer within ten (10) Business Days following the execution of a Purchase Agreement.

(c) Successful Respondent may not begin performance under the Contract until it provides proof of insurance coverage to DIR. Successful Respondent may not begin performance under a Purchase Agreement until it provides proof of insurance coverage to Customer and Customer approves the proof of coverage.

(d) If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles to conduct work on behalf of Customers, Successful Respondent may certify to those facts and agree to provide notice and the required insurance if the facts change. DIR will provide a form for the Certification of Off-Premises Customer Services, which Successful Respondent shall execute. An executed Certification shall satisfy the insurance requirements.

(e) Successful Respondent acknowledges that Customer may have additional insurance requirements.

(f) Proof of additional insured coverage for DIR shall be provided to DIR. Proof of additional insured coverage for Customer shall be provided to Customer.

14.2 Provider and Additional Insured Requirements

All required insurance must be issued by companies that have a minimum A rating and a minimum Financial Size Category Class of VII from AM Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Agreement issued to Successful Respondent thereunder.

14.3 Commercial General Liability

Commercial general liability must include $1,000,000.00 per occurrence for bodily injury and property damage with a separate aggregate limit of $2,000,000.00; medical expenses per person of $5,000.00; personal injury and advertising liability of $1,000,000.00; products/completed operations aggregate limit of $2,000,000.00; and damage to premises rented limit of $50,000.00. Customers may require additional umbrella/excess liability insurance. The policy shall contain the following provisions:

(a) Blanket contractual liability coverage for liability assumed under the Contract;

(b) Independent contractor coverage;

(c) DIR and Customer listed as an additional insured; and

(d) Waiver of subrogation.

14.4 Workers' Compensation Insurance

Workers' compensation insurance and employers' liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act found in Texas Labor Code Title 5, Subtitle A, and minimum policy limits for employer's liability of $1,000,000 per accident, $1,000,000 disease per employee and $1,000,000 per disease policy limit.

14.5 Business Automobile Liability Insurance

Business automobile liability insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following provisions:

(a) Waiver of subrogation;

(b) DIR and Customer listed as an additional insured.

15 SUCCESSFUL RESPONDENT OBLIGATIONS

15.1 Drug Free Workplace Policy

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

15.2 Ability to Conduct Business in Texas

Successful Respondent shall be validly formed and currently authorized to do business under the laws of its state of organization and shall be authorized to do business in the State of Texas in

accordance with Texas Business Organizations Code Chapter 9. Upon request by DIR, Successful Respondent shall provide all documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and under the laws of its state of organization.

15.3 Equal Opportunity Compliance

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

15.4 Use of Subcontractors

If Successful Respondent uses any subcontractors in the performance of the Contract, Successful Respondent must make a good faith effort in the submission of its HUB Subcontracting Plan (HSP) in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). Successful Respondent must provide a revised HSP and obtain DIR's approval of the HSP before it can engage additional subcontractors in the performance of the Contract or remove subcontractors currently engaged in the performance of the Contract. Successful Respondent is solely responsible for the performance of its obligations under the Contract.

15.5 Responsibility for Actions

Successful Respondent is solely responsible for its actions and those of its Third Party Providers. Successful Respondent agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

15.6 Taxes, Worker's Compensation, and Unemployment Insurance

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

Customer. Customer, DIR, and/or the State shall not be liable to Successful Respondent, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity Customer.

15.7 Confidentiality and the Texas Public Information Act

Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code Section 552.003 are subject to the Texas Public Information Act. Successful Respondent also acknowledges that DIR and governmental body Customers will comply with the Public Information Act, all opinions of the Texas Attorney General's office concerning the Act, and applicable judicial orders or opinions interpreting the Act.

15.8 No Recordings

Successful Respondent shall not record any meeting, call, conference, or other communication with DIR, a Customer, or an Eligible Customer, without prior written consent of DIR, the Customer, or the Eligible Customer, as applicable.

15.9 Security of Premises, Equipment, Data and Personnel

Successful Respondent or Third-Party Providers may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. Successful Respondent and Third-Party Providers shall preserve the safety, security, and the integrity of the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the instruction of Customer and to the degree in which Successful Respondent or Third-Party Provider protects its own information. Successful Respondent shall be liable for all damage to Customer-owned, leased, or occupied property and equipment caused by Successful Respondent or a Third-Party Provider. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements, then Customer may immediately terminate the Purchase Agreement.

15.10 Background and/or Criminal History Investigation

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

15.11 Overcharges

Successful Respondent assigns to DIR all claims for overcharges associated with the Contract

which arise under the antitrust laws of the United States, 15 United States Code Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Texas Business and Commerce Code Chapter 15.

15.12 Use of State Property

Successful Respondent shall not use equipment, property, location, or any other resources of a Customer, DIR, or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers, and telephones using State of Texas long distance services. Upon demand by Customer, Successful Respondent small immediately reimburse Customer for any charges it incurs by using a Customer's equipment for any purpose other than performing services under this Agreement. Such use shall constitute breach of contract and may result in termination of the Contract, the Purchase Agreement, and other remedies available to DIR and Customer under the Contract and applicable law.

15.13 Immigration

Successful Respondent shall comply with all requirements of the Immigration and Nationality Act (8 U.S.C.§ 1101 et seq.) and all subsequent immigration laws and amendments. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

15.14 Product or Services Substitutions

Successful Respondent must not make substitutions to products or services without the prior written consent of DIR or Customer, as applicable.

15.15 Secure Erasure of Hard Disk Capability

Successful Respondent agrees that all managed products or services equipped with hard disk drives such as computers, telephones, printers, fax machines, scanners, multifunction devices, shall have the capability to securely erase, destroy, or render unreadable data written to the hard drive prior to final disposition of the managed products or services, either at the end of product's useful life or the end of the related Purchase Agreement for such products or services, in accordance with 1 Texas Administrative Code Chapter 202 or NIST 800-88.

15.16 Successful Respondent Reporting Requirements

Successful Respondent shall comply with Texas Business and Commerce Code Chapter 110, requiring computer technicians to report images of child pornography.

16 REQUIRED CLAUSES AND CERTIFICATIONS

16.1 Antitrust Affirmation

Successful Respondent represents and warrants that, in accordance with Texas Government Code

Section 2155.005, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of its Response to any competitor or any other person engaged in the same line of business as Successful Respondent.

16.2 Buy Texas

To the extent applicable, in accordance with Texas Government Code Section 2155.4441, Successful Respondent agrees that during the performance of a Purchase Agreement for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this State.

16.3 Child Support Obligation Affirmation

Successful Respondent certifies that it is not currently delinquent in the payment of any franchise tax owed to the State and is not ineligible to receive payment under Texas Family Code Section 231.006. Successful Respondent acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate.

16.4 Cloud Computing Risk and Authorization Management Program (TX-RAMP)

If the services to be provided under a Purchase Agreement include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"), as provided by Texas Administrative Code Title 1 Section 202.27 and Section 202.77 and the TX-RAMP Program Manual ("Program Manual"). Successful Respondent shall maintain program compliance and certification throughout the term of the Purchase Agreement, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing the Purchase Agreement. Upon request from DIR or the Customer issuing the Purchase Agreement, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent's compliance with TX-RAMP.

16.5 Computer Equipment Recycling Program

If the products and services to be provided include the purchase or lease of computer equipment, Successful Respondent certifies that it is in compliance with Texas Health and Safety Code Chapter 361, Subchapter Y, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 Texas Administrative Code Chapter 328.

16.6 Contracting Information Responsibilities

Successful Respondent represents and warrants that it will comply with the requirements of Texas Government Code Section 552.372(a) as applicable. Except as provided by Texas Government Code Section 552.374(c), the requirements of Texas Government Code Chapter 552 Subchapter J, may apply to the Contract or Purchase Agreements, and Successful Respondent agrees that the Contract or Purchase Agreements can be terminated if Successful Respondent knowingly or

intentionally fails to comply with a requirement of that subchapter.

16.7 COVID-19 Vaccine Passport Prohibition

Successful Respondent certifies that, under Texas Health and Safety Code Section 161.0085, Successful Respondent is not ineligible to receive the Contract.

16.8 Critical Infrastructure Affirmation

Pursuant to Texas Government Code Section 2275.0102:

(a) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;

(b) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and

(g) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure.

16.9 Additional Certification Regarding Foreign Ownership

Pursuant to Texas Executive Order GA-48, Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

(a) Listed in Section 889 of the 2019 National Defense Authorization Act; or

(b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or

(c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or

(d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

16.10 Cybersecurity Training

In accordance with Texas Government Code Section 2054.5192, for any contract with a Texas 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 the officer, employee, or subcontractor shall

complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by Customer Texas state agency or institution of higher education. The cybersecurity training program must be completed by the officer, employee, or subcontractor during the term of the Contract and during any renewal period. Successful Respondent shall verify to the Customer Texas state agency or institution of higher education completion of the program by each officer, employee, or subcontractor.

16.11 Data Management and Security Controls

If a Purchase Agreement is subject to Texas Government Code Section 2054.138, Successful Respondent shall meet the security controls required by the Purchase Agreement and shall periodically provide to the Customer evidence that Successful Respondent meets all required security controls.

16.12 Dealings with Public Servants

Successful Respondent represents and warrants that it has not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

16.13 Deceptive Trade Practices; Unfair Business Practices

(a) Successful Respondent represents and warrants that neither Successful Respondent nor any of its subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Texas Business and Commerce Code Chapter 17, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

(b) Successful Respondent certifies that it has no officers who have served as officers of other entities who have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation, or other proceeding.

16.14 Debts and Delinquencies

Successful Respondent acknowledges and agrees that, to the extent Successful Respondent owes any debt including but not limited to delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full.

16.15 Energy Company Boycotts

If Successful Respondent is required to make a verification pursuant to Texas Government Code Section 2276.002, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract.

16.16 Entities that Boycott Israel

In accordance with Texas Government Code Section 2271.002, Successful Respondent certifies that either:

(a) It meets an exemption criterion under 2271.002; or

(b) It does not boycott Israel and will not boycott Israel during the term of the Contract.

16.17 E-Verify Program

Pursuant to Texas Government Code Chapter 673, Successful Respondent shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

(a) all people employed by Successful Respondent to perform duties within Texas; and

(b) all persons, including subcontractors, assigned by Successful Respondent to perform work pursuant to the Contract within the United States of America.

16.18 Excluded Parties

Successful Respondent Certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasure, Office of Foreign Assets Control.

16.19 Executive Head of a State Agency Affirmation

Pursuant to Texas Government Code Section 669.003, relating to contracting with an executive head of a Texas state agency, no person who served as an executive of DIR in the past four (4) years was involved with or has any interest in the Contract. If Successful Respondent employs or has used the services of a former executive of DIR, then Successful Respondent shall provide the following information to DIR: name of the former executive, the date of separation from DIR, the position held with Successful Respondent, and the date of employment with Successful Respondent.

16.20 Financial Participation Prohibited

Under Texas Government Code Section 2155.004, Successful Respondent certifies that the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

16.21 Firearm Entities and Trade Associations Discrimination

If Successful Respondent is required to make a verification pursuant to Texas Government Code Section 2274.002, Successful Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

16.22 Foreign Terrorist Organizations

In accordance with Texas Government Code Section 2252.152, Successful Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

16.23 Former Agency Employees

Successful Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of DIR during the twelve (12) month period immediately prior to the date of execution of the Contract.

16.24 Human Trafficking Prohibition

In accordance with Texas Government Code Section 2155.0061, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

16.25 No Conflicts of Interest

Successful 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 or reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety.

16.26 Prior Disaster Relief Contract Violation

Under Texas Government Code Section 2155.006 and Section 2261.053 it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

16.27 Public Information

Pursuant to Texas Government Code Section 2252.907, Successful Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. Each State governmental body Customer should include in their Purchase Agreement any additional terms regarding the specific format by which Successful Respondent must make the information accessible by the public.

16.28 Suspension and Debarment

Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.

16.29 Additional Certifications

Successful Respondent certifies, represents, and warrants that:

(a) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(b) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;

(c) as of the Effective Date of the Contract, it is not listed in any of the Divestment Statute Lists published on the Texas Comptroller of Public Accounts webpage (https://comptroller.texas.gov/purchasing/publications/divestment.php);

(d) all equipment, materials, works, and services to be used in performing and fulfilling the requirements of the Contract shall be of high professional quality and workmanship and consistent with or better than applicable industry standards, if any;

(e) it has complied with Texas Government Code Section 556.0055 and its restriction on lobbying expenditures;

(f) its receipt of appropriated or other funds under this Agreement is not prohibited by Texas Government Code Section 556.005 or Section 556.008.

16.30 No False Statements

Successful Respondent represents and warrants that all information provided by Successful Respondent is current, complete, true, and accurate. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent shall fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations, and warranties and any changes thereto.

16.31 Updates to Certifications

Successful Respondent shall report to the DIR Contract Manager within five (5) Business Days any change to the information contained in the Certification Statement of Exhibit A of the RFO or Section 16, Successful Respondent Certifications of this Appendix A to the Contract. Successful Respondent shall fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and the status of conflicts of interest.

16.32 Customers May Require Additional Certifications

Successful Respondent acknowledges that each Customer may require additional certifications or representations in addition to the certifications in this Contract.

<END OF APPENDIX A>

Vendor Accessibility Development Services Information Request

1. Vendor Information

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

2. Instructions

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

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

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

3. Please respond to the questions below as applicable

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

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

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

4. Describe your organization's 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 2.1 AA:

Appendix C
STATEMENT OF WORK (SOW)

Project Name

Technology Category

Agency Name

Date

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1. Introduction

Describe the deliverables-based services to be delivered and the characteristics of the deliverables at a summary level. The statement of work (SOW) is unique and distinct for each project. The vendor shall develop or configure, test, stage, and release business applications by applying iterative processes utilizing the proposed Agile methodology and a frequent release cycle.

2. Background

Explain why the Agency is contracting for this deliverables-based service. Provide useful information regarding the Agency organization, project history, future plans, or any other relevant information regarding the work to be performed.

3. Scope

(Example language for Agile)

The vendor will work in a team-based Agile environment. The Agency will create and maintain system roadmaps, project plans, and product and release backlogs that will be the basis for the vendor's work. The Product Owner will specify high-level requirements to the Agile team. As in typical Scrum-based Agile processes, the Agency Product Owner will work together with the team to develop and estimate user stories and establish acceptance criteria. These acceptance criteria will specify expected functionality for a user story, as well as any non-functional requirements that must be met in the development of the story. The Agency Product Owner, supported by SMEs and business analysts, will determine whether acceptance criteria have been satisfied.

The goal of this SOW is (agency should create a high-level list of what the SOW will accomplish). The scope may include, but not limited to, the following activities:

i) Scope of work (or services to be delivered)
ii) Project risks, assumptions and constraints
iii) Roles and responsibilities
iv) Description of Services (high-level)
v) Acceptance criteria
vi) Project completion criteria
vii) Project schedules to be achieved by vendor
viii) Service-level objectives Key performance indicators

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ix) Service-level agreements (SLAs)
x) Service-level management
xi) Relevant quality processes that will apply, such as change management, acceptance, and risk and issue management

(Example language for Waterfall)

3.1. Project-Based Services

i) Scope of work
ii) Project risks, assumptions and constraints
iii) Roles and responsibilities
iv) Detailed description of deliverables
v) Acceptance criteria
vi) Project completion criteria
vii) Project schedules to be achieved by vendor
viii) Relevant quality processes that will apply, such as change management, acceptance, and risk and issue management

3.2. Outsourced Services

i) Scope of services to be delivered
ii) Acceptance criteria
iii) Service-level objectives
iv) Key performance indicators
v) Service-level agreements (SLAs)
vi) Service-level management

4. Deliverables

4.1. Sample Content

(Example content for Agile– at a minimum, Agency should consider the following items when developing their SOW)

i) Create Baselining effort. Implement proposed methodology; Operate team under proposed method through several iterations; define and agree to mutually agreed sprint capacity.
ii) The vendor shall develop or configure, test, stage, and release business applications by applying iterative processes utilizing the proposed Agile methodology and a frequent release cycle.

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iii) Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the Agency contract manager or designate.
iv) All deliverables must be submitted in a format approved by the Agency contract manager.
v) If the deliverable cannot be provided within the scheduled timeframe, the Vendor is required to contact the Agency contract manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
vi) A request for a revised schedule must be reviewed and approved by the Agency contract manager before placed in effect. Contract Terms and Conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.
vii) The Agency will complete a review of each submitted deliverable within specified working days for the date of receipt.
viii) A kickoff meeting will be held at a location and time selected by the Agency where the Vendor and its staff will be introduced to the Agency.

(Example content for Waterfall– at a minimum, Agency should consider the following items when developing their SOW)

i) Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the Customer contract manager or designate.
ii) All deliverables must be submitted in a format approved by the Customer contract manager.
iii) If the deliverable cannot be provided within the scheduled time frame, the Vendor is required to contact the Customer contract manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
iv) A request for a revised schedule must be reviewed and approved by the Customer contract manager before placed in effect. Contract Terms and Conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.
v) The Customer will complete a review of each submitted deliverable within specified working days for the date of receipt
vi) A kickoff meeting will be held at a location and time selected by the Customer

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where the Vendor and its staff will be introduced to the Customer.

4.2. Sample Delivery Schedule

Deliverable No.	Deliverable Description	SOW Reference Paragraph	Estimated Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			

5. Reports and Meetings

(Example content– at a minimum, Agency should consider the following items when developing their SOW)

i) The Vendor is required to provide the Agency contract manager with weekly written progress reports of this project. These are due to the Agency contract manager by the close of business on the specify day each week throughout the life of the project.

ii) The progress reports shall cover all work performed and completed during the week for which the progress report is provided and shall present the work to be performed during the subsequent week.

iii) The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.

iv) The Vendor will be responsible for conducting weekly status meetings with the Agency contract manager. The meetings will be held on specify day of each week - at a time and place so designated by the Agency contract manager - unless revised by the Agency contract manager. The meetings can be in person or over the phone at the discretion of the Agency contract manager.

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6. Service Level Agreement

The items listed below are suggestions for areas to be considered for service levels and incorporated into the SOW service level agreement.

i) Achievement of Budget Goals (total and subtotals)
ii) Achievement of Schedule Goals (final and interim)
iii) Security (as defined by customer)
iv) Quality (as defined by customer)
v) Availability (data, system, and components)
vi) Performance (transmission, response, or completion times)
vii) Meantime to Resolution (MTR)
viii) Business Continuity
ix) ISO/ANSI standards
x) IEEE standards
xi) Required communications (meetings, reports, calls, emails)
xii) Required documents (plans, estimates, schedules, analyses)
xiii) Degree of accuracy of estimates (schedule, budget, resources, total)
xiv) Effective risk management and response (adherence to plans)
xv) Effective scope management and change control (adherence to plans)
xvi) Data quality (fitness for use, accuracy, precision, completeness)
xvii) Ad hoc query response (usually written in terms of averages)
xviii) Reliability (queries generate same valid results)
xix) Consistency (calculations and definitions are consistent regardless of source or function)
xx) Acceptable usage (query controls)
xxi) Correct mapping of old to new (no functions or data lost that were not planned to retire)
xxii) Previous software, system, or service retired on time

7. Period of Performance

Specify the period of performance in which the Vendor will conduct and complete the work associated with the SOW.

8. Invoices

Describe the Vendor's responsibilities for invoicing Agency including invoice content,

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frequency/schedule and instructions for submitting invoices. Payments will be made in accordance with Appendix A of the Contract.

9. Agency/Vendor-Furnished Equipment and Work Space

Specify what equipment and/or work space the Agency will provide or the expectations of what the Vendor will provide.

10. Additional Agency Terms and Conditions

List any additional terms and conditions required by the Agency. Note: Agencies may negotiate the terms and conditions of a SOW to suit their business needs so long as the SOW terms and conditions do not conflict or weaken the DIR master contract.

11. Vendor Response

(Example content– at a minimum, the Agency should consider the following items when developing their SOW)

The Agency will select the Vendor(s) that offers the best value as determined by the information provided in the Vendor's Response.

i) All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise)
ii) All document deliverables must be in formats (hard copy and electronic) as specified by the Customer - at a minimum, the formats must be in industry accepted standards (e.g., MS Word, MS PowerPoint, MS Project)
iii) The Vendor must demonstrate its knowledge and expertise of the environment (e.g., platforms, software, applications, network, tools, etc.) for which work is to be performed
iv) All items of this agreement shall be done in accordance with the Service Level Agreement.

The following information shall be provided in the Vendor's Response:

11.1. Staff Capabilities

Vendor staff capabilities specific to this SOW:

i) Organization chart
ii) Management team resumes

iii) Key personnel resumes, illustrating the qualifications of each to perform the services described in this SOW including expertise in Agile development methodology and processes.

11.2. Service Capabilities

Vendor shall provide evidence of its services capabilities, including but not limited to:

i) Description of three (3) projects of similar size and scope that Vendor has conducted within the past five (5) years.
ii) Description of experience providing similar deliverables in public sector, specifically state and local government.
iii) Vendor shall include an outline of its capability to deliver the required services, including process, functional and technical expertise.
iv) Vendor may also include the types of information that it anticipates providing as part of each deliverable.

11.3. Project Work Plan

Vendor shall provide a draft high-level project work plan addressing the tasks specified in the SOW, which shall include:

i) A description of key activities and milestones.
ii) A detailed methodology description of the Vendor's approach to analyze, assess, validate, document and complete each sprint/iteration.
iii) A description of the resources necessary from Agency to support the process, including estimates of time needed from Agency's subject matter experts and high-level analysis of data gathering requirements.
iv) Any assumptions and dependencies of the project.

Deliverable No.	Deliverable Description	SOW Reference Paragraph	Sprints (Iterations)	Estimated Due Date
1			0	
1			1	
1			2	
1			3	
2			4	
2			5	
2			6	

Deliverable No.	Deliverable Description	SOW Reference Paragraph	Sprints (Iterations)	Estimated Due Date
3			7	
3			9	
4				
5				
6				
7				
8				
9				

11.4. Additional Considerations

i) Vendor shall indicate their agreement to comply with the confidentiality and non-disclosure requirements stated in this SOW.

ii) All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise)

iii) All items of this agreement shall be done in accordance with the Service Level Agreement.

iv) Agency may request oral presentations.

11.5. Pricing

The main purpose of this section is to detail the pricing for the deliverables-based services. Vendor should also provide a summary of any assumptions and exclusions. The Vendor must provide a separate cost for each Deliverable (or sprint as applicable) in this SOW. Vendor shall provide firm fixed pricing.

Deliverable No.	Deliverable Description	SOW Reference Paragraph	Sprints (Iterations)	Unit	Unit Price	Extended Amount
1			0			
2			1			
2			2			
2			3			
2			4			

Deliverable No.	Deliverable Description	SOW Reference Paragraph	Sprints (Iterations)	Unit	Unit Price	Extended Amount
2			5			
2			6			
3			7			
3			9			
4			10			
4			11			
4			12			
4			13			

11.5.1 Alternate pricing:

Item No	Services	Quantity	Unit	Unit Price	Amount
00001	Baselining effort	100	Day	$	$
00002	Sprints/Iterations	TBD	Sprint/Iterations	$	NTE $500,000

Upon completion of the Baseline effort, the Agency and Vendor(s) shall mutually agree upon the team's capacity/velocity. The final quantity of sprints will be determined based on the agreed upon capacity and compared to the available budget remaining in order to determine how many sprints will be awarded. Final decision to proceed will be determined by the Agency.

12. Schedule of Events and Response Guidelines:

The following dates represent the Agency's desired schedule of events associated with this Statement of Work inquiry. Agency reserves the right to modify these dates at any time, with appropriate notice to prospective Vendors.

Date	Activity
MM DD, YYYY	Distribute SOW to prospective Vendors
MM DD, YYYY 2:00 PM CT	Deadline for submitting questions

Date	Activity
MM DD YYYY	Agency response to Questions
MM DD YYYY 2:00 PM CT	Deadline for submitting responses to SOW
MM DD YYYY	Anticipated award

12.1. Question and Answers:

Vendors must submit all questions regarding this SOW by email to the point of contact below. Questions regarding this SOW will be accepted by the date and time specified in the table above. The Agency will respond to questions received no later than the date and time specified above.

By submission of an inquiry, Vendor acknowledges that the applicable inquiry and official answer may be shared with other Vendors and therefore Vendors will not include any confidential or proprietary information in such inquiries. The Agency will not identify the Vendor that submitted any particular inquiry.

12.2. Point of Contact:

All communications for this SOW must be directed through the Agency Point of Contact:

Contract Manager
Agency Name
Agency Address
Agency point of contact phone
Agency point of contact e-mail

Upon issuance of this SOW, employees and representatives of the agency other than the point of contact identified in this section will not discuss the contents of this SOW with any Vendor, potential Vendor, or their representatives. **Failure of a Vendor and any of its representatives to observe this restriction may result in disqualification of any related response.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

13. Response Evaluation Criteria

(The following criteria are examples that could be used in determining the best value.)

i) Technical Approach to Agile methodology (overview of performance-based solution and quality control and performance measurement approach)
ii) Method for planning and sizing of work to be performed
iii) Project Work Plan
iv) Vendor History and Experience (including references)

14. Response Submission Requirements

Sample Content

i) SOW schedule of events: deadline for questions, deadline for answering questions, response due date
ii) Address for response submission
iii) Number of copies
iv) Mandatory response contents

<End of Sample SOW>

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Addendum

SOLICITATION NUMBER:	DIR-CPO-TMP-593
SOLICITATION NAME:	Deliverables Based Information Technology Services (DBITS)
ADDENDUM NUMBER:	4

Addendum Date: April 25, 2025

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

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

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

This Addendum modifies the solicitation for Deliverables Based Information Technology Services (DBITS), Solicitation No. DIR-CPO-TMP-593, released February 20, 2025. It informs interested parties that:

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 **Addendum 1- 4 for this RFO**.

_____
(printed entity name)

_____
(printed name of authorized representative)

_____
(signature of authorized representative)

_____
(date)

1. Section 4.1. Evaluation of Responses is here by deleted and replaced as follows:
   A. DIR will review Responses to determine responsiveness to this **RFO Scope and required documents**. 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 **meet the Solicitation Scope** and pass all three (3) will be considered **to move forward to the next phase of evaluations** and 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.
2. Provide a Combined Addendum Acknowledgement Signature Form vendors to sign and Upload with their responses. (First page of this Addendum)

3. Provide clear copies of Forms with minor administrative corrections to minimize confusion among respondents in regard to response documents. **Note:** If you have corrected your own forms to avoid delay, there is nothing for you to do at this point. The following Documents are being provided for clarification only no major changes have occurred:
   a. Exhibit A – Per Addendum 1 (deleted a blank page)
   b. Exhibit E – Per Addendum 1 (Corrected page 1 to reflected Exhibit E vs F)
   c. Exhibit F – Per Addendum 1 (Corrected top header to reflect Exhibit F vs G)

4. Provides answers to vendor questions received After March 10, 2025, to March 27, 2025, 5:00 PM and Questions received during the Pre-Solicitation Second Conference of April 9, 2025.

   In order to minimize confusion and to make sure answers do not conflict with previously provided answers, DIR will be grouping questions by subject or forms that have been asked in different ways, however the answers are the same.

Question and Answer Document

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

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer

Subject: Exhibit A, B and C Response Documents Formatting and Page Limits

Answer:

1. DIR prefers that respondents use the provided forms; however, if you choose to use your own created forms, DIR will not be responsible for any missing information.
2. Do not delete the questions to create additional space.
3. Respondents may delete any directions or example information, leaving just each question as answers. Do not delete or reformat provided tables.
4. Questions are part of the page limit requirements.
5. Response documents are to be upload individually.
6. Do not combine or zip file your response Documents.
7. VIS/BidSTamp portal does not allow for zip file to be uploaded.
8. Fonts and Formatting styles, DIR has no preference, however forms must be clear and legible to be evaluated;
9. Graphics/Diagrams are allowed but are to be included within the page limits for each question.
10. Do not attached resumes in leu of answering the questions.
11. DIR will not increase the page limits for these forms. Page limits are as specified on each question.
12. For any questions that does not apply to your proposal categories responding with an "NA" is acceptable.
13. One set of response document for all category. **Not** a form for each category.
14. Transmittal letter or Cover Letter – not required-Respondents Choice
15. Exhibit A, and Exhibit A attachments – this form is to submit as one file. Do not separate the attachments withing the Exhibit.

#	RFO Section/ Subject	REF #	Vendor Question	
1.	Exhibit A & B	Q-1994	RFO Section: General Question: Are we required to use the provided forms, such as Exhibits A and B, for our responses or can we recreate the form in our branded template for submission?	
2.	Exhibit B	Q-2008	Regarding Exhibit B: Respondent History and Experience, Question 4 (on page 2): Would the DIR allow resumes to be excluded from the three-page limit and included as an appendix to support summary content provided in response to this question?	
3.	Exhibit B	Q-2009	Regarding Exhibit B: Respondent History and Experience, Question 3 (on pages 1 - 2): Would the DIR increase the number of pages allowed for experience for each category to four pages?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
4.	Exhibit B	Q-2028	Context: Exhibit B, Section 4 requires respondents to 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 for each category to which you are Responding. (Customer Support Post Project Completion is the focus of this Question) (No marketing materials, no links to websites). **Question:** Is the requirement to submit one (1) summary no larger than 3 pages to address all categories to which we are responding, or are separate summaries (each no larger than 3 pages) required to be submitted for each category?	
5.	Exhibit B	Q-2182	Exhibit B Page 2, 4 The instructions say to include a summary? in no more than three (3) pages total, of the qualifications and experience of the team members dedicated to providing support.? Does this mean three pages per category or a total of three pages to cover all categories we are applying for?	
6.	Exhibit B	Q-2033-1	Exhibit B - Respondent History and Experience, Question 4: Are resumes required for the submission?	
7.	Exhibit B	Q-2199	Exhibit B - Given that proposals are limited to 3 pages of response for each of the categories of services, would DIR consider expanding the page count to 5 pages for Category 3, which includes these diverse service offerings: IT Assessments and Planning IV&V Market Research Procurement Advisory Contract Implementation Services	
8.	Exhibit B	Q-2212	Exhibit B, Question 4: Does DIR want no more than three (3) pages total, or three (3) pages per category? In other words, if a respondent is going for two (2) categories there would be no more than six (6) pages for this section?	
9.	Exhibit B	Q-2240	Will DIR accept formatting modifications to Exhibit B such as adding a Title Page, Table of Contents, and vendor's formatting styles? Or should there be no changes made to Exhibit B except for vendor responses to each of the questions?	
10.	Exhibit B	Q-2337	Could you please confirm whether a separate Exhibit B is required for each service category we are applying for, or if a single Exhibit B can be submitted to cover all selected categories?	
11.	Exhibit B	Q-2348	Are we required to use the provided Exhibit B form as-is, or can we replicate the questions in our own template with our company? S cover page?	
12.	Exhibit B	Q-2387	Regarding Exhibit B, Item 4 (page 2): Exhibit B states, "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 for each category to which you are Responding." Are respondents limited to 3 pages for each category or 3 pages total for all categories they are responding to?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
13.	Exhibit B	Q-2409	5. In Exhibit B, Item 4 states: 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 for each category to which you are Responding. (Customer Support Post Project Completion is the focus of this Question) (No marketing materials, no links to websites). Please clarify if this is three pages total per category, or three pages total for all categories.	
14.	Exhibit C	Q-1982	RFO Reference: Exhibit C - Contract Marketing and Customer Support Plan Does the 4-page limit for Part 1 include the length/space taken up by the questions, a couple of which are quite lengthy?	
15.	Exhibit C	Q-2025	For Page 1-4 of Exhibit C - At beginning of exhibit C, the instructions of ?In no more than four (4) pages total for Part 1 and four (4) pages total for Part 2, 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.", if answering in line with the document, can we assume that the guideline is for 4 pages of respondent information only, or is a total of 4 pages allowed with DIR questions and respondent information? For example, DIR questions take up almost 1-1.5 pages for Part 1 of Exhibit C alone without responses. Please advise me on preferred approach.	
16.	Exhibit C	Q-2049	DIR-CPO-TMP-593, Exhibit C? Contract Marketing and Customer Support Plan, pages 1-4 The content and instructions within Exhibit C take up 4 of the 8 pages allotted for vendor responses. Can DIR please consider increasing the total page count to 12 - 16 pages (6 - 8 pages per part) to allow vendors enough space to provide detailed responses?	
17.	Exhibit C	Q-2104	Can there be a page count extension on Exhibit C. The questions in both part 1 and part 2 are very comprehensive and require more page space to be sufficiently answered	
18.	Exhibit C	Q-2333	Exhibit C, page 1, Contract Marketing and Customer Support Plan: We respectfully request an increase in page limitations (e.g., 4 pages per Service Category) for the Marketing Plan (both Parts 1 and 2), given the extensive information requested in the RFO.	
19.	Exhibit C	Conf. 4-9-25	For Exhibit C the questions occupy more than 1 page. If we do not delete the question, the 4-page limit will give us only 3 pages for our answer, is this correct?	
20.	Exhibit B and C	Q-2050	DIR-CPO-TMP-593, Exhibit B & C, All pages Are there any restrictions on font style/type and size?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
21.	Exhibit C	Q-2052	DIR-CPO-TMP-593, Exhibit B & C, All pages Are DIR' s content and instructions considered part of the page count? What is DIR? s preferred format of responding to each question so that we can ensure page limitations are met? For example, should all vendor responses be woven in between each question asked or should all of our responses begin after all of the questions to help validate page count?	
22.	Exhibit B and C	Q-2257	For exhibits B and C, do we need to fill out the information in the provided document, or can we write our answers in a separate document that answer all the questions listed in the provided document? Page 39, Section 3.8.1.3	
23.	Exhibit B and C	Q-2267	Can we use graphics in our responses to questions in Exhibit B and C? Page 39, Section 3.8.1.3	
24.	Exhibit B and C	Q-2268	For exhibit C, if we have to use the provided document, are the questions language included in the 4 pages? Page 39, section 3.8.1.3	
25.	Exhibit B and C	Q-2287	4. Should our response be submitted as individual files (e.g., Exhibit A, Exhibit B, Exhibit C, etc.), or should all documents be compiled into a single compressed (ZIP) file?	
26.	Exhibit B and C	Q-2321	Exhibits B and C For exhibits B and C, will the DIR accept our template as long as the information requested is covered or does DIR prefer that we use the provided templates and embed responses within the template?	
27.	Exhibit B and C	Q-2338	Could you please clarify if the 4-page limit for responses includes the space taken up by the questions themselves for each part in Exhibit C? The questions alone are taking up approximately 2 pages.	
28.	Exhibit B and C	Q-2391	Exhibits B and C Question: Since each of these exhibits have page limits, and the requirements themselves take up several pages, may bidders remove the requirements for submission, or if the requirements need to stay, can the requirements be excluded from the page limits? In other words, may only the responses be counted and included in the page limits?	
29.	Exhibit A and Exhibit Attachments	Q-2399	Could DIR confirm that the documents listed in the RFO Checklist, under #15 of Exhibit A, are to be submitted as separate documents (and not as a single document)?	
30.	Exhibit B and C	Conf. 4-9-25	for the page limit are you considering/including the actual question in the page limit parameters? (example: 3 pages for response will the question be included in the 3-page limit?)	
31.	Exhibit B and C	Conf. 4-9-25	In Exhibit C: Does the page count include the questions? So, for example, you're looking for 2 additional pages of answers to go with the 2 pages of questions in Part 1 OR are you allowing for 4 pages of answers? (I see the Addendum 2 answers, but there is no clarification to whether or not the total page length includes the questions).	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
32.	Exhibit B and C	Conf. 4-9-25	For Exhibits B and C, can our response include graphics?	
33.	Exhibit B and C	Conf. 4-9-25	Verbally on this call I heard we are not penalized for putting Attachments A into our own formatting (so long as we don't miss a question) but Addendum 2 says we must use DIR's document for required forms. I understand this has been a FAQ, so I want to be extra clear that it is ok/not penalized for us to use our own format on Attachment A	
34.	Exhibit B and C	Conf. 4-9-25	If we are answering for all 4 categories, does the page limit change per category or is the listed page count for ALL categories?	
35.	Exhibit B and C	Conf. 4-9-25	can we make the font size of the questions smaller to give more space for the answer?	
36.	Exhibit B	Conf. 4-9-25	Exhibit B - Respondent History and Experience, Question 4: Are resumes required for the submission?	
37.	RFO/General	Q-1999	Does DIR require that we include a Transmittal Letter and an Executive Summary as part of our response? If so, what specific content should be included in each?	
38.	Exhibit B	Conf. 4-9-25	Exhibit B Question 3 says “projects completed within the past 5 years”. Do Active Projects, projects ongoing, qualify? OR should they be completed?	
39.	Addendum 2	Conf. 4-9-25	In addendum 2, answer 23, said Respondents must utilize the Exhibits provided as separate Exhibits.” and answer 24 said to not remove questions from the exhibit. Answer 30 said “This form must be completed as provided. Respondents may not create their own version of required submission documents. Failure to comply may result in the respondent's response being deemed unresponsive per the RFO requirements. “In today’s presentation, you said we could use our own files but would be responsible for answering all questions. Does this mean we are NOT required to use the files as provided?	
40.	Exhibit C	Q-2025	For Page 1-4 of Exhibit C - At beginning of exhibit C, the instructions of In no more than four (4) pages total for Part 1 and four (4) pages total for Part 2, 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.", if answering in line with the document, can we assume that the guideline is for 4 pages of respondent information only, or is a total of 4 pages allowed with DIR questions and respondent information? For example, DIR questions take up almost 1-1.5 pages for Part 1 of Exhibit C alone without responses. Please advise me on preferred approach.	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
41.	RFO/General	Q-2000	Are there page limits set for any part of our response (including the exhibits)?	
42.	RFO/General	Q-2005	RFO Section 3.8.4, Response Files, Page 36 of 41: Can offerors submit any of the Exhibits (such as Exhibit B and Exhibit C) in their own branded templates?	
43.	RFO/General	Q-2013	Would the DIR allow respondents to provide a cover letter/transmittal letter to accompany its proposal, or would the DIR rather limit our response to content requested only on the exhibits provided?	
44.	RFO/General	Q-2014	Would the DIR prefer that respondents respond to all prompts within the provided exhibits, or for respondents to recreate them?	
45.	RFO/General	Q-2103	Response Files, page 43. Can firms attach a transmittal letter and/or executive summary along with their response to introduce themselves?	
46.	RFO/General	Q-2111	Can you please specify the Font size for the text as well as for the tables?	
47.	RFO/General	Q-2115	Regarding the submission in the portal, could DIR kindly confirm whether the response and all required forms should be submitted as a single document or as separate files?	
48.	RFO/General	Q-2285-9	9) General Que: Should we use the templates provided in the DIR documents to respond to all the exhibits, or is it okay if we create our own templates for the responses?	
49.	RFO/General	Q-2296	Should submission files follow a specific naming convention? Are there size limits or preferred file formats for submission?	
50.	RFO/General	Q-2298	Page 38 - 40, Table 4 - Response Files / Submission Instructions Question: Are there file size limits or specific format requirements (e.g., PDF vs Word) for uploading responses via the BidStamp VIS portal?	
51.	RFO/General	Q-2299	12. Are there specific font types, sizes, margins, or spacing requirements for the proposal submission?	
52.	RFO/General	Q-2346	Could you please confirm whether the cover letter should be uploaded as a separate document or included within one of the response Exhibits?	
53.	RFO/General	Q-2381	Could you advise if we are permitted to add our name/logo to the headers of each Exhibit?	
54.	RFO/General	Conf. 4-9-25	can you confirm if we add any diagrams (workflow charts ext.) to our responses that those are not what you are considering marketing materials?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
Subject: References and Release of Liability Forms and Questions (Exhibit E and Exhibit F) **Answer:** 1. Only 3 references total is required – Not by category 2. The Exhibit E is the reference form designation. (see revised clear form provided with this addendum_ 3. Regardless of the number of references received per vendor, DIR will only evaluate the first 3 references received. Vendors will not be penalized for having less than 3 references. 4. All references are to be submitted by the respondent customer (**not the respondent**) through the RFO E-Mail Box. 5. Exhibit E response format is up to the customers' preferences. (word or PDF are acceptable) 6. Exhibit E does not require a name convention as it is not to be uploaded in the VIS/Portal it is to be submitted via the RFO E-Mail box. 7. Exhibit E – References will be evaluated as part of vendors experience with Exhibit B. 8. Respondents have been discouraged from using the VIS/Portal BidStamp reference function, as DIR does not guarantee that customers will receive it. DIR Recommends vendors to email their references themselves. 9. DIR will not confirm the receiving of references; respondents should ask their references to cc them when submitting them to the RFO Email box. 10. DIR will contact reference only if clarifications are needed. At DIR discretion. 11. Vendors should not get involved with helping customers answer questions, if it does not apply to their project, they can simply answer NA. These will not count as a negative score. 12. References can be submitted from any source or any market channel, from any project within 5 years, whether closed or active projects are acceptable. 13. References can come from business or customers' personal E-mail address. 14. Exhibit F - Release of Liability Form is to be completed for each **reference.** You may submit one per form or all in one form your choice, DIR will accept it either way. 15. 8. Exhibit F – Is also to be completed for any Contact of a canceled contract listed in Exhibit A. If you have no cancelled contracts just fill in the form for the **references**.				
55.	Exhibit E	Q-1984	Section 3.8.3.2 page 40 - References - Just wanted to clarify that the vendor only has to have 3 references submitted in total for the RFO, not 3 references per each category that the vendor is bidding on?	
56.	Exhibit E	Q-1993	RFO Section: Exhibit E Reference Forms - Page 1 Question: The Cover page for ESBD_397357_1741386597863_RFO593-Exhibit E Reference Forms Rev Per Addendum 1 is titled as? Exhibit F Vendor References.? Can you confirm that this should be titled? Exhibit E Vendor References?? If so, will there be an amended version released?	
57.	Exhibit E	Q-1996	RFO 593. General Question. During the bidder conference, it was stated that only 3 references TOTAL would be required rather than 3 PER category. Can you please confirm that 3 references TOTAL is correct?	
58.	Exhibit E	Q-2001	Regarding Section 3.8.4 (Response Files) in the RFO, can Exhibit E: Reference Forms be completed/submitted in PDF format?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
59.	Exhibit E	Q-2003a	1) What is the preferred naming convention for Exhibit E Reference Forms? We understand this is to be submitted directly to the contact rather than DIR and assume this is why it isn't included in the list of response files in 3.8.4.	
60.	Exhibit E	Q-2016	RFO: 3.8.3.2 Respondent References (and Exhibit E) Question: Are vendors required to provide three references per category they are bidding, or three references total for the company?	
61.	Exhibit E	Q-2024g	Q6 Should the client references submitting Exhibit E use the original exhibit name, "ESBD_397357_1741386597863_RFO593-Exhibit E Reference Forms Rev Per Addendum 1", or should they follow the same naming convention as other attachments (e.g., "XXX_593_Exhibit E.docx")? Please confirm the required format so we can communicate it accordingly.	
62.	Exhibit E	Q-2053	DIR-CPO-TMP-593, BidStamp Portal, Vendor References Once references are received by DIR, will this be updated in vendor's BidStamp portal response section to confirm DIR has received them?	
63.	Exhibit E	Q-2055	If more than three references submit forms, will DIR consider only the first three received, or will DIR review and score all references received?	
64.	Exhibit E	Q-2056	How will references provided by respondents be weighted in the overall evaluation criteria?	
65.	Exhibit E	Q-2058	Could DIR clarify whether respondents are required to submit three (3) references for each technology category they propose, or if three (3) references in total will suffice for a response covering multiple or all four (4) categories?	
66.	Exhibit E	Q-2069	Page # 34 & Section 3.8.3.2 Respondent References Please suggest whether we have to provide three references as a whole for all the categories or Per Category should we provide three references?	
67.	Exhibit E	Q-2073	In Exhibit F which was named E, It says? REFERENCE DEADLINE TO DIR: No later than February 4, 2025:00 PM. Could you please send us an updated file with the correct due date of April 29 listed in Page 26.	
68.	Exhibit E	Q-2075	Could you please update the file names matching the exhibit names as mentioned above	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
69.	Exhibit E, F, and G	Q-2076	The Exhibit G for PDAA but there one for RESPONDENT RELEASE OF LIABILITY. Please update the file accordingly	
70.	Exhibit E	Q-2101	3.8.4. Response Files, page 43. Could DIR please confirm if the reference forms must be returned to DIR by the client reference or by the bidder?	
71.	Exhibit E	Q-2114	Regarding the 'Vendor References' section in the portal submission, could DIR kindly confirm whether vendors are required to provide an email address, or what specific information or document should be included in this section?	
72.	Exhibit E	Q-2162	Page 35, Section 3.8.3.2 Respondent References. In BidStamp, there is a section called Vendor References on the page for the RFO submission. Do Respondents provide the email addresses for the 3 references, or is this section left blank since the reference organizations email DIR directly?	
73.	Exhibit E	Q-2179	Request for Offer DIR-CPO-TMP-593 Page 34, Sec. 3.8.3.2 Can you confirm whether the request is for a total of three references overall, or are we allowed to submit three references per category?	
74.	Exhibit E	Q-2180	Request for Offer DIR-CPO-TMP-593 Page 34, Sec. 3.8.3.2 Would our references be contacted for additional detail after competing and submitting the reference form?	
75.	Exhibit E	Q-2184	Exhibit E Cover Page - The file name says Exhibit E but the cover sheet says Exhibit F. Can DIR indicate which is the correct file name?	
76.	Exhibit E	Q-2185	Exhibit E - Page 3 - Question 11 regarding "Post Project Completion Support" is causing confusion amongst our customer references. What does DIR consider as "Post Project Completion Support?" Question: What work does DIR expect a vendor to provide after a project / contract has ended?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
77.	Exhibit E	Q-2186	Exhibit E - Page 3 - Question 11 regarding "Post Project Completion Support" is causing confusion amongst our customer references, particularly for projects that are assessments or strategy engagements that do not have a support and maintenance component like a software development project would. Question: If our references are responding as "N/A" to this question, is that going to be evaluated negatively?	
78.	Exhibit E	Q-2189	RFO Main Document - Page 34 - Section 3.8.3.2 outlines the process of references submitted directly to DIR. Lack of visibility into whether a reference has been submitted to DIR on our behalf is a risk. Will DIR confirm receipt of the email to the reference once received? Can we email DIR prior to the due date to confirm with you which references you have received or not?	
79.	Exhibit E	Q-2207	Per the solicitation requirements, Exhibit E is the Vendor Solicitation Form. However, when opening the document, it is labeled as Exhibit F. Please confirm that the Exhibit E Vendor Solicitation Form is correct and there is not a need for DIR to re-issue a new Exhibit E for our submission.	
80.	Exhibit E	Q-2208	Can vendors use references from their parent company to fulfill the requirements of Exhibit E? References?	
81.	Exhibit E	Q-2210c	3.Can bidders be notified when requested references are completed by the client?	
82.	Exhibit E	Q-2215	3.8.3.2 Respondent References, p 34 RFO states that? Respondent must complete the top portion of and send Exhibit E Reference Form to a minimum of three (3) companies or government agencies who are capable of providing comment on the Respondent's ability to provide the services described in this RFO and who are willing to do so.? Can DIR confirm that only three references are required for the entire response (i.e., not three for each category, or twelve total)?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
83.	Exhibit E	Q-2239	RFP Section 3.8.3.2, Respondent References, states, "Respondent must complete the top portion of and send Exhibit E Reference Form to a minimum of three (3) companies or government agencies who are capable of providing comment on the Respondent's ability to provide the services described in this RFO and who are willing to do so," and Exhibit B states to, "provide a summary of the Respondent's experience, with a focus on projects completed within the past five (5) years." Will DBITS accept both completed and ongoing projects within the past (5) years	
84.	Exhibit E	Q-2241	The Exhibit E Client Reference Addendum 1 shows Exhibit F on the title Page. Can the bidder update Exhibit F to Exhibit E?	
85.	Exhibit E	Q-2242	RFP Section 3.8.3.2, Respondent References, states, "Respondent must complete the top portion of and send Exhibit E Reference Form to a minimum of three (3) companies or government agencies who are capable of providing comment on the Respondent's ability to provide the services described in this RFO and who are willing to do so." Will DIR confirm that it is a minimum of a total of three (3) references and not a minimum of three (3) references per each technology category?	
86.	Exhibit E	Q-2255-4	4. We assume that references for Exhibit E will be accepted from both private organizations and government agencies. (Main RFO, Section 3.8.4, Page 18)	
87.	Exhibit E	Q-2255-5	5. Can references from projects completed more than 5 years ago be submitted if they are highly relevant? (Exhibit E Instructions, Page 1; Main RFO, Section 3.8.4, Page 18)	
88.	Exhibit E	Q-2255-6	6. Is it acceptable to submit Exhibit E references from the same client but for different projects? (Main RFO, Section 3.8.4, Page 18; Exhibit E Instructions)	
89.	Exhibit E	Q-2269	Reference: RFO Section 4.2.2 A Services and Related Services 1. Respondent History and Experience [Page 31] Question: Please confirm that three total references are needed instead of three references per category for which the respondent is proposing.	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
90.	Exhibit E	Q-2274a	RFP Section: 3.8.3.2, pg. 34 Respondent References Respondent must complete the top portion of and send Exhibit E Reference Form to a minimum of three (3) companies or government agencies who are capable of providing comment on the Respondent's ability to provide the services described in this RFO and who are willing to do so. Reference should be able to comment on work performed by the Respondent in the past five (5) years. Question #1: Are three (3) references required per task category?	
91.	Exhibit E	Q-2274b	RFP Section: 3.8.3.2, pg. 34 Respondent References Respondent must complete the top portion of and send Exhibit E Reference Form to a minimum of three (3) companies or government agencies who are capable of providing comment on the Respondent's ability to provide the services described in this RFO and who are willing to do so. Reference should be able to comment on work performed by the Respondent in the past five (5) years. Question #2: Can one reference apply across multiple task categories?	
92.	Exhibit E	Q-2285-7	7)Exhibit E? References Forms Rev Per Addendum 1: This is the document title and when looked inside the document, on page 1, it reads Exhibit F? Vendor References - Please confirm the right title / name.	
93.	Exhibit E	Q-2286	3. The solicitation specifies a minimum submission of three (3) PPQs. Could you confirm whether a response with only two (2) PPQs would be considered non-compliant? ***DIR NOTE: Make sure PPQs = Reference Forms**	
94.	Exhibit E	Q-2288	Page 35, Respondent References / Exhibit E Question: For the reference form (Exhibit E), can we provide electronic/digital signatures from the referees, or are original ink signatures required? ***DIR NOTE: Respondents are not submitting these forms**	
95.	Exhibit E	Q-2313	RFO Exhibit E, Page 2, Header: The Exhibit says? REFERENCE DEADLINE TO DIR: No later than February 4, 2025:00 PM? We assume this is a typo. Will DIR issue a corrected form?	
96.	Exhibit E	Q-2325	Kindly confirm, as applicable, the date and time in which completed Exhibit **F** Reference Forms should be received by DIR for the Reference to be considered responsive. ***DIR NOTE: Reference form is Exhibit E**	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
97.	Exhibit E	Q-2334	Exhibit E, page 2: Please validate that vendors are to provide a minimum of three references in total, versus three references per Service Category.	
98.	Exhibit E	Q-2335	Exhibit E, page 2: Please verify that if three references per service category are required, one reference that spans the service can be used for each covered service area.	
99.	Exhibit E, F and G	Q-2336	Exhibits E & F, Title: RFO Exhibits E and F, when opened, show "Exhibit F" and "Exhibit G," respectively. Should the Document Name or Internal Title govern?	
100.	Exhibit E	Q-2339	For Exhibit E? Vendor References Form, please confirm whether we are required to provide a total of three references overall, or we need to get this exhibit filled by three references for each service category we are applying for?	
101.	Exhibit E	Q-2400	The document titled "Exhibit E" says "Exhibit F" on the first page within the document. This appears to be an error. Could you publish an officially corrected version?	
102.	Exhibit E	Q-2412	Exhibit E, Vendor References The Exhibit E template cover page is labeled Exhibit F. Will TX DIR provide a corrected template?	
103.	Exhibit E	Q-2416	Request for Offer DIR-CPO-TMP-593, Section 4.2.2 Weighted Evaluation Criteria Section 4.2.2 Weighted Evaluation Criteria item #1 states that three completed Exhibit F Reference Forms must be received. Is that actually going to be three completed Exhibit E Reference Forms?	
104.	Exhibit E	Conf. 4-9-25	Specific to Exhibit E - Reference Form, I think I heard today that it would be acceptable to convert this form to PDF before we send it to our references to complete and have them submit the completed PDF. Is that correct? Our concern is that the reference could inadvertently make changes to the Word document that could disqualify us.	
105.	Exhibit E	Conf. 4-9-25	Exhibit E has a section that says, “Can you describe the Post Project Completion Support Services Received from this Vendor?” One of our references asked if you could provide examples or a better understanding of what you are looking for in this question.	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
106.	Exhibit E	Conf. 4-9-25	Should references be requested via BidSTamp? or do we send the form to references and then upload them.	
107.	Exhibit E	Conf. 4-9-25	Can vendor references use their personal email addresses to respond to the RFO email provided? Some of our references, with whom we have previously worked, have since moved on from the companies we collaborated with but are still able to provide references.	
108.	Exhibit E	Conf. 4-9-25	In the reference form - What is the "vendor name" meaning is it the respondent or the client they served?	
109.	Exhibit E	Conf. 4-9-25	Can we submit a total of 4 references?	
110.	Exhibit E	Conf. 4-9-25	How can we confirm whether the references included in our RFP submission were received and accepted?	
111.	Exhibit E	Conf. 4-9-25	References files: Is there a specific naming convention for Exhibit E?	
112.	Exhibit E	Conf. 4-9-25	Should we submit a total of three references, or are three references required for each category?	
113.	RFO/General	Q-2021	Referring to the section 3.8.3.2 Respondent References, is it stated that? Reference should be able to comment on work performed by the Respondent in the past five (5) years? We request DIR to provide relaxation on this and make it for past Eight (8) years.	
114.	RFO/General	Q-2244	ESBD_397357_1741386630687_RFO593-Attachment C Marketing Engagement Questions and Answers, DIR's response to question #89 states, If DIR does not receive references for a vendor, that does not penalize the vendor scoring. We need clarification as it relates to 3.8.3.2. RFO reference requirements require a minimum of three references. Will the Vendors proposal be disqualified if DIR does not receive three customer references?	
115.	RFO/General	Q-2308-1	RFO Page 34, Section 3.8.3 References? Does DIR require 3 references in total or 3 references per category of service the vendor responds to?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
116.	RFO/General	Q-2308-2a	If there are 3 references in total, would you like to see a separate reference for each category of service the vendor is responding to? For example, if we are submitting a response for Application Development, Business Intelligence, and Project Management, is a reference needed for each individual category?	
117.	RFO/General	Q-2308-2b	What is the value in submitting more than 3 references? Does it increase our score?	
118.	RFO/General	Q-2417	Can we provide and use References from non-Public Sector clients, as well as Public Sector? Page 34 of 41, Section 3.2.2	
119.	Exhibit F	Q-1985	Exhibit F Form Respondents Release- I wanted to verify that this Exhibit F form is to be submitted by the vendor upon RFO submission and this form is not to be submitted by the vendor's reference.	
120.	Exhibit F	Q-1992	For DIR-PO-TMP-593, Page 34, Section 3.8.3.3. Could you please clarify whether Exhibit F, the Respondent Release of Liability form, is required only for canceled contracts, or if it must also be completed for each of the respondent references (3.8.3.3.2) that DIR will be directly receiving from the point of contact?	
121.	Exhibit F	Q-2072	The Document Name for the respondent release form is "Exhibit F Respondent Release". However, the contents of the document have it labeled as "Exhibit G Respondent Release of Reliability". Can the government confirm that this is in fact "Exhibit F Respondent Release Form" and change the title within the document?	
122.	Exhibit F	Q-2248	On Exhibit F - RESPONDENT RELEASE OF LIABILITY, "Signed the _____ day of _____, 20____." is above and below the signature block, can the date block below the signature block be removed?	
123.	Exhibit F	Q-2264	If we do not have any canceled contracts, do we need to fill out Exhibit F "Respondent Release of Liability"? Page 40, Section 3.8.3.3	
124.	Exhibit F	Q-2285-8	8)RFO593 Exhibit F? Respondent Release Rev Per Addendum 1: What is required in this exhibit, please clarify? - Who should submit Exhibit F? Vendor or vendor's customer?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
125.	Exhibit F	Q-2347	Exhibit F? Is there a purpose for the two date sections or is that an oversight and should both be completed?	
126.	Exhibit F	Q-2383	DIR-CPO-TMP-593 DBITS, Exhibit F How can we best ensure our references successfully submit their Exhibit F form to DIR? Will we receive confirmation of their submission from DIR?	
127.	Exhibit F	Q-2396	Exhibit F Respondent Release of Liability per Addendum 1, Page 1. The document includes two date fields for the respondent signature. Please confirm whether the respondent is required to fill in the dates on both lines.	
128.	Exhibit F	Q-2411	Exhibit F, Release of Liability The Exhibit F template cover page is labeled Exhibit G. Will TX DIR provide a corrected template?	
129.	Exhibit F	Q-2423	Regarding Exhibit F - Respondent Release of Liability - confirming that respondent should fill this form out and send it into DIR via BidSTamp?	
130.	Exhibit F	Q-2424	Regarding Exhibit F - Respondent Release of Liability - does the reference need to sign this form in addition to completing Exhibit E?	
131.	Exhibit F	Conf. 4/9/25	We asked more than 3 customers for a reference before Addendum 2 was posted. From Q&A we understand only the first 3 references will be reviewed for this pursuit. To be safe we plan to send in the "ok to talk to the customer" form for the first few customers who submitted but if additional customers submitted recommendations over the initial 3 will we be disqualified/penalized for not having the reference form?	
132.	Exhibit F	Conf. 4/9/25	Should the Respondent Release Forms be uploaded as a single file, or is one file per client acceptable?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
Subject: Exhibit G and H Accessibility Questions 1. Exhibit A Word document was provided under addendum 2. 2. Additional pages are allowed as needed. Additional pages should be in Word format. 3. Exhibit H has no page limit requirements. 4. VADSIR (Exhibit H) responses forms are only required for vendors providing development services Category 2.2.1. 5. PDAA – Exhibit G is required for all respondents no matter what category they are proposing. 6. There are no sample requirements for the VADSIR, respondents proposing category under 2.2.1 Development will complete the VADSIR form as instructed. 7. The VADSIR requirement is not to be a sample, vendors will complete this form when proposing Category 2.2.1. (no exceptions) 8. Development services required a completed VADSIR. Products which require ACR **are not in scope** for this solicitation.				
133.	Exhibit H	Q-2003d	Can we please have an editable version of Exhibit H?	
134.	Exhibit H	Q-2033-3	Exhibit H and G: For VADSIR and PDAA, will there be a review process before the final submission?	
135.	Exhibit H	Q-2105	The RFP asks to submit Exhibit H in word document, can you provide a document in word	
136.	Exhibit H	Q-2107	In Reference to section 3.8.4 Response Files, Table 4 response files, are Exhibit A1 and H only acceptable in docx? form or can they also be accepted in PDF form. We suggest that they are accepted in PDF format considering the Exhibit H VADSIR form was provided in PDF format.	
137.	Exhibit H	Q-2110	How should offerors submit these examples of documentation? As screenshot within the VADSIR or within a separate zip file?	
138.	Exhibit H	Q-2118	Exhibit H VADSIR. Could DIR kindly confirm whether vendors are allowed to add additional pages to the Vendor Accessibility Development Services Information Request form?	
139.	Exhibit H	Q-2119	Exhibit H VADSIR. Could DIR kindly confirm whether vendors can submit the Vendor Accessibility Development Services Information Request form as a Word document?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
140.	Exhibit H	Q-2176	Can the vendor submit an additional document to address Exhibit H: VADSIR, or should all questions be answered within the form? If a vendor needs to address the questions in the form, then can a vendor convert the form in a Word format?	
141.	Exhibit H	Q-2245	Exhibit H - VADSIR. Question - Is there a page limit to the responses for Exhibit H - VADSIR?	
142.	Exhibit H	Q-2178	Request for Offer DIR-CPO-TMP-593 Page 16, Sec. 2.2.1 Based on your answer to the question above, if we qualify, should we target our VADSIR response to the questions on our ability to demonstrate strategy, planning and requirements gathering for accessibility strategy since we do not do development work?	
143.	Exhibit H	Q-2187	Exhibit G PDAA and Exhibit H VADSIR - Many of the categories offer a mix of solutions that involve application development and those that do not (e.g., strategy work). If a vendor is not participating in the solicitation to offer any of the ICT services specified and/or do not offer implementation or development services, are we required to submit this form or can we put it not applicable in the response?	
144.	Exhibit H	Q-2258	Will the government please allow additional writing space in the response form 'ESBD_397357_1740051923276_RFO593-Exhibit H VADSIR (For Non-COTS).pdf' (Vendor Accessibility Development Services Information Request) due to space constraint? Can additional pages be added to this Form for the response?	
145.	Exhibit H	Q-2266	Can we use a separate sheet to fill out answers to the VADSIR? The given document does not provide much space in the text fields for answers. Page 25 Section 2.6.2	
146.	Exhibit H and G	Q-2281	Page 20, Section 2.6 -Accessibility Requirements Question: If a respondent does not *provide COTS software but provides staff augmentation or project-based consulting*, is the VADSIR and PDAA still required? **DIR NOTE: This solicitation is not for COTS Software or Staff Augmentation. Vendor will be disqualified for not meeting solicitation scope.**	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
147.	Exhibit H and G	Q-2283	Page 20, Section 2.6 - Accessibility Requirements Question: Can DIR confirm whether the PDAA and VADSIR forms must be customized per service category, or is a single submission acceptable for all services?	
148.	Exhibit H	Q-2285-10	Exhibit H? VADSIR: Is this mandatory to submit?	
149.	Exhibit H	Q-2285-11	Is there a page limit for Exhibit H?	
150.	Exhibit H	Q-2285-12	Can we reproduce Exhibit H in a word document and provide the responses before converting it to a .pdf file? Please clarify.	
151.	Exhibit H	Q-2324	The Exhibit H VADSIR is a .pdf file, but the table with the Form of Response column in Section 3.8.4 RFO states Exhibit H should be submitted as a .docx. Is it the DIR expectation that the Respondent convert the Exhibit H document into a Microsoft Word file for submission?	
152.	Exhibit H	Q-2345	Exhibit H? If a bidder has only non-public, customer owned work where a website or link is not available, what other types of examples can be provided?	
153.	Exhibit H	Q-2379	To confirm, if the VADSIR only required if the bidder in responding to category 2.2.1 Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP)? And if so, is VADSIR intended to be a sample only?	
154.	Exhibit H	Q-2401-3	3. Do we need to complete VADSIR if we are not planning to do app development? What if one of our HUB subcontractors does app development?	
155.	Exhibit H	Q-2413	Exhibit H VADSIR May respondent provide a continuation sheet for any answers that necessitate more than the two lines available on the Exhibit H template?	
156.	Exhibit H	Q-2428	Will deliverables be created for projects conducted within service categories 2.2.2, 2.2.3, and 2.2.4 (on pages 16? 18 of the RFO document) have an accessibility requirement (ADA, EIR, and/or ICT)? If yes, please describe the types of deliverables that will have an accessibility requirement and the specific regulations that will be required. ***DIR NOTE: Products are not part of the Scope for this Solicitation**	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
157.	Exhibit H	Conf. 4-9-25	VASIR is only required if proposing application development. However, there is a component of category 1 called "support and maintenance" which does not require application development. Since that is the only service, we are proposing are we exempt from completing the VADSIR?	
Subject: Exhibit B Table 2 and Table 3 - Questions 5 and 6 **Answer: Table 2 -** Number of Years – Add the years for all categories being proposed by each market segment in Texas and totals for all other markets and out of Texas in the "other" category line. (This for the total number of years your company is providing the services for the categories you are responding) **Answer: Table 3 –** Total Sales by market segment for all categories being proposed. Use the other line for other markets and out of Texas sales.				
158.	Exhibit B Table 2	Q-2045	DIR-CPO-TMP-593, Exhibit B? Respondent History and Experience, Page 3, Table 2 Is Table 2 referring only to public sector market segments in Texas or does it refer to market segments throughout the United States?	
159.	Exhibit B Table 3	Q-2046	DIR-CPO-TMP-593, Exhibit B? Respondent History and Experience, Page 3, Table 3 referring only to public sector market segments in Texas or does it refer to market segments throughout the United States?	
160.	Exhibit B	Q-2100	In Exhibit B there is no column to list contracts for the federal government?	
161.	Exhibit B	Q-2183	Exhibit B Page 2, #5 Should a separate table be created for each Category we are responding to, or should we use one table and total the number of years of experience across all categories?	
162.	Exhibit B	Q-2252	Exhibit B, Section 5, pg. 2 - Can you clarify Table 3 "Other/Not Government Segment." Can we include federal Government as "other" or is that prohibited because it is government?	
163.	Exhibit B	Q-2332	RFO Section: Exhibit B, Table 3. Question: In reference to Exhibit B, Table 3, are these requested sales for Texas-statewide only, or nationwide (across the US)?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
164.	Exhibit B	Q-2344	For Exhibit B - Table 3, could you please confirm whether the total sales amount should reflect combined sales across all service categories over the past 12 months, or should the sales be reported separately for each category?	
165.	Exhibit B	Q-2350	Exhibit B – Q 5 and Q 6 (table 2 and 3) both have. Texas State Agencies? where in the table should bidders indicate other state agency experience (e.g. Florida, New York, Indiana)?	
Exhibit H and G - Accessibility Questions:				
166.	Exhibit H	Q-2065	For the VADSIR form, can one completed form cover all development-related services proposed across multiple categories, or must a separate VADSIR be submitted per category?	The VADSIR form is required for Category listed under 2.2.1 Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP), Therefore one VADSIR form for category one.
167.	Exhibit H	Q-2102	In reference to question 6 on VASDIR form, will the screenshot of 508 compliance websites be acceptable or will you accept only links.	Section 508 does not apply to web development under the revised ADA Title II rule. WCAG 2.1 AA is the current standard for web accessibility. Links to websites developed should be provided for DIR's review.
168.	Exhibit G	Q-2108	For Exhibit G PDAA Form, Cell B132 does not calculate the percentage	DIR confirmed that the template spreadsheet correctly calculates the figure. Please confirm that you have only entered numbers from 1 to whatever in that column as entering other text can interfere with the formula.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
169.	Exhibit H	Q-2112	3.8.4. Response Files, page 43. Regarding Exhibit H: if the firm's proposal does not include any of the ICT offering types listed under section 2. Instructions, are vendors still required to submit this exhibit along with their proposal?	The RFO does not have a page 43. Section 3.8.4 is on page 36 of 41. Exhibit H VADSIR is required for Vendors proposing Category 2.2.1 Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP). If proposing any of the other 3 categories, this form is not required. The PDAA is required.
170.	Accessibility	Q-2173	RFO Section 3.8.3.1, Response Documents, page 33 of 41: In the Pre-Conference webinar, it was noted that exhibits that require signatures should not use photos as form of signature. Best practice to meet accessibility standards is to provide an image of a signature with alternative text. To meet accessibility standards, can offerors provide images of signatures with alternative text in submission documents? Or do the signatures do not need to meet accessibility standards?	Section 3.8.3.1 states that Exhibit A must be signed. The pre-Solicitation Conference explained that Vendors may use Adobe e-signature as well as any accredit e-sign systems or print the form sign it, scan it and uploaded to your response either is acceptable.
171.	Accessibility	Q-2175-22	Q22- For vendors that do not currently have accessibility solutions, what approach do you recommend for preparing the required VADSIR documentation? (Page 20, Section 2.6)	The VADSIR must be completed to the best of the Vendor's ability.
172.	Accessibility	Q-2255-12	12. Are there any specific accessibility frameworks or standards DIR recommends for completing PDAA and VADSIR?	All evaluations will be based on compliance with the accessibility standards defined in the Texas Administrative Codes 1 TAC 206 and 1 TAC 213 as well as the Worldwide Consortium (WC3) WCAG 2.1AA technical standard as applicable. The PDAA is a required self-assessment for the responding vendor.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
173.	Accessibility	Q-2309	RFO Page 40, Section 4.2.2 Weighted Evaluation Criteria Are Exhibits G (PDAA) and H (VADSIR) evaluated for scoring purposes or are they pass/fail components of the response? If the former, we do not see a weight applied to them in Section 4.2.2 Weighted Evaluation Criteria.	Accessibility is a pass/fail part of this solicitation review.
174.	Accessibility	Q-2363	2.6 Electronic and Information Resources (EIR) Accessibility B.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 2.6.1 for detailed requirements. This RFO indicates that COTS is not allowed, but this section talks about requirements relating to COTS. Is COTS allowed under this RFO?	Products are not part of the Scope for this solicitation therefore, ACR is not required as part of the response of this Solicitation.
175.	Accessibility	Q-2429	Regarding Section 2.6 of the RFO document, including sub-sections 2.6.2 and 2.6.3 (pages 20? 22): What evaluation criteria, if any, will be applied to the accessibility requirement? Please describe.	Accessibility is a pass or fail part of this solicitation and is evaluated for credibility and completeness. For future SOW of Customers, they will determine what evaluation criteria will be used for their own projects.
176.	Accessibility	Conf. 4-9-25	In the VADSIR document asking for examples of accessibility documentation, How should offerors submit these examples of documentation? As screenshot within the VADSIR or within a separate zip file?	Vendors should provide links to websites and/or developed (prior work) when possible. Examples of testing reports may be provided as well.
Subject: HUB Subcontracting Plan / Exhibit D Questions				

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
177.	HSP	Q-1983	RFO Reference: HUB Subcontract Plan (HSP) In addition to a completed and signed version of the HSP, do the vendors also need to submit an unsigned version of the HSP?	It is not required to submit an unsigned HSP copy.
178.	Exhibit D	Q-2010	Regarding Exhibit D: HUB Subcontracting Plan, Section 2.b (on page 2 of the form): Recognizing the unknowns of future task orders that would result from the DIR DBITS contract, would the DIR accept ?to-be-determined? rather than providing expected percentage of the contract so long as respondents express a commitment to trying to meet the DIR?s 26% HUB Subcontracting Plan goal over the life of the contract?	You must provide an expected percentage; this is going to be your best estimate; TBD will not be accepted.
179.	Exhibit D	Q-2011	Regarding Exhibit D: HUB Subcontracting Plan, HSP Good Faith Effort? Method A (Attachment A) (on page 1 of 1): Recognizing the unknowns of future task orders that would result from the DIR DBITS contract, would the DIR accept ?to-be-determined? rather than providing approximate dollar amount and expected percentage of the contract so long as respondents express a commitment to trying to meet the DIR?s 26% HUB utilization goal over the life of the contract?	You must provide an approximate dollar amount and an expected percentage; this is going to be your best estimate; TBD will not be accepted.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
180.	Exhibit D	Q-2012	Regarding Exhibit D: HUB Subcontracting Plan, Section 2.b (on page 2 of the form) and HSP Good Faith Effort? Method A (Attachment A) (on page 1 of 1): By saying? Expected Percentage of Contract, does the DIR mean percentage of time spent on a contract or percentage of the cost value on a contract?	The expected percentage should include all expected work under this contract for all customers throughout the life of the contract.
181.	Exhibit D	Q-2033-2	2. Exhibit D - HUB Subcontracting Plan: Can we use the same subcontractors from the DIR ITSAC bid in the HSP Plan for this submission?	The respondent may choose which subcontractors they would like to use in order to fulfill the contract.
182.	Exhibit D	Q-2038	RFO Page and Section Number: RFO DIR-CPO-TMP-593; Exhibit D HUB Subcontracting Plan; Page 7 How should a respondent complete either Attachment A or B with actual sub respondent names and spend dollars for HUBs when this vehicle is not awarding work until DIR Customers issue statements of work?	This is going to be your best estimate. Should you be awarded a contract, you may update your HSP at any time to be reflective of the volume of sales within that contract.
183.	Exhibit D	Q-2039	RFO Page and Section Number: RFO DIR-CPO-TMP-593; Exhibit D HUB Subcontracting Plan; Page 4 How should a respondent complete Section 2 of the HSP when there is no defined, funded work at this time?	This is going to be your best estimate. Should you be awarded a contract, you may update your HSP at any time to be reflective of the volume of sales within that contract.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
184.	Exhibit D	Q-2040	RFO Page and Section Number: RFO DIR-CPO-TMP-593; Exhibit D HUB Subcontracting Plan; Page 8 How should a respondent complete Section B-3 or Section B-4 of the HSP when there is no awarded work at this time?	This is going to be your best estimate. Should you be awarded a contract, you may update your HSP at any time to be reflective of the volume of sales within that contract.
185.	Exhibit D	Q-2041	RFO Page and Section Number: RFO DIR-CPO-TMP-593; Page 27; Exhibit D HUB Subcontracting Plan Page 8 Define? completion of the HUB Subcontract Plan? from the RFO. Since this is a contract vehicle with no defined work until a DIR Customer issues a SOW, how can the respondent complete Attachment A or B with sub respondent names?	This is going to be your best estimate. Should you be awarded a contract, you may update your HSP at any time to be reflective of the volume of sales within that contract.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
186.	Exhibit D	Q-2042	DIR-CPO-TMP-593. Because this opportunity is likely to have multiple awards and may lead to an indefinite quantity contract, offerors may be unable to determine at this stage the quantity and identity of subcontractors that may be selected to assist in SOW delivery through the term. Accordingly, the information submitted in an offeror? S Historically Underutilized Business Subcontracting Plan (HSP) may necessarily need to be updated periodically throughout the term of a resulting contract. Section 4 of the HSP states the contracting agency must approve of any modifications to the HSP prior to the respondent making any changes. As offerors assess the most advantageous approach to meeting the demands of possible future customers, it would be helpful if DIR HUB could confirm whether it has ever rejected a respondents attempt to modify their HSP from a self-performing response to a Method B response? If so, is DIR able to provide offerors information about the relevant criteria it uses to evaluate these requests to modify their HSP?	A respondent who has been awarded a contract may update their HSP at any time.
187.	HUB	Q-2047	DIR-CPO-TMP-593, RFO Page 29, Section 3.4.1 Does the inclusion of HUB subcontractors have any effect on scoring?	The HUB Subcontracting Plan is a PASS or FAIL evaluation, it will not have any effect on the weighted evaluation criteria.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
188.	HUB	Q-2048	DIR-CPO-TMP-593, DIR-CPO-TMP-593, RFO Page 29, Section 3.4.1 Can HUB subcontractors be added post-award or must they be included in the respondent's proposal?	Respondents may revise their HUB plan at any time during the term of a contract should they be awarded one.
189.	HUB	Q-2054	Is the 26% HUB goal a hard requirement, or will DIR consider justifications if the goal cannot be met based on the specific services proposed?	The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP.
190.	HUB	Q-2064	If a respondent does not meet the 26% HUB subcontracting goal, but demonstrates a good faith effort, how will that affect the evaluation? Also, Will the HUB Subcontracting Plan (HSP) be scored or evaluated beyond pass/fail?	The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP. The HSP is a pass or fail document.
191.	HUB	Q-2077	4. On page 28 of the solicitation it says. The HUB Goal for this RFO is 26.00%? is this mandatory at the master contract level. Can this be required at the task order level?	It is required at the master contract level; it encompasses all sales generated under the contract.
192.	HUB	Q-2085	3.8.4. Response Files, page 43. Is the 26.00% HUB Subcontracting Goal for this RFO mandatory?	Texas is a Good Faith Effort HUB program, please review the information provided by the RFO documents as well as the videos links provided at the Pre-solicitation Conference to determine how you can meet this requirement.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
193.	HUB	Q-2098	We understand that the HUB must be completed but do we need to commit to HUB subcontractor percentage at this master contract level or we don't have to?	The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP.
194.	HUB	Q-2117	HUB Subcontracting Opportunity Notification Form. Page 9. Could DIR please confirm what information vendors have to write in SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION?	DIR are unsure which document you are referring to; this information is not on the HSP.
195.	HUB	Q-2130	3.4.1 HUB Subcontracting Plan. Page 28. Could DIR please clarify if subcontractors are allowed to bid with more than one prime vendors for this opportunity?	Yes, you may participate on multiple contracts as long as you are able to provide the services you agree to.
196.	HUB	Q-2131	3.4.1 HUB Subcontracting Plan. Page 28. Could DIR kindly confirm whether vendors are allowed to participate in this opportunity both as a prime contractor and as a subcontractor?	Yes, you may participate on multiple contracts as long as you are able to provide the services you agree to.
197.	HUB	Q-2166	RFO Reference: Section 3.5 Question: What is the process and timeline for adding or replacing subcontractors after contract award? Will DIR provide guidance on submitting revised HSPs?	Yes, a respondent who has been awarded a contract may update their HSP at any time.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
198.	HUB	Q-2214	3.4.1 HUB Subcontracting Plan, p 28 The RFO states that? The HUB Goal for this RFO is 26.00%.? We do not intend to subcontract and are submitting our HSP as self-performing. Are we required to demonstrate a good faith effort, or will the self-performing justification on the HSP be sufficient to fulfil the requirements of this solicitation?	The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP.
199.	HUB	Q-2246	Section 3.4 Historically Underutilized Businesses, page 24, "A. 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." Question - Does DIR allow a Historically Underutilized Business (HUB) in Texas to submit proposals as both a prime contractor and as a subcontractor for another non-prime bidder for this RFP?	Yes, you may participate on multiple contracts as long as you are able to provide the services you agree to.
200.	HUB	Q-2247	RFO: HUB Plan Question: If a vendor claims self-fulfillment on the HUB form, but decides a subcontractor would be beneficial on a particular contract, would the vendor still be able to subcontract?	Yes, once a respondent who has been awarded a contract may update their HSP at any time.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
201.	HUB	Q-2255-8	8. Is HUB participation mandatory? (Main RFO, Section 3.4.1, Page 13; Pre-Solicitation Slides, Page 6)	All respondents, HUB, or non-HUB are required to complete and sign the HSP. The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP.
202.	HUB	Q-2259	If stating the we are not planning on subcontracting with any HUB vendors, will that affect our scoring? Page 33, Section 3.4.1	The HUB Subcontracting Plan is a PASS or FAIL evaluation, it will not have any effect on the weighted evaluation criteria.
203.	HUB	Q-2261	? From? ESBD_397357_1740051728284_RFO593-Exhibit D HUB Subcontracting Plan HSP Sample Form.pdf? Section A-2: Subcontractor Selection, Page 1 of 1 (Attachment A) requires? Approximate Dollar Amount? and? Expected Percentage of Contract? Considering Pricing is not a requirement, will the government please remove the requirements to provide estimated dollar amount? Or will the government please provide estimated total contract value for estimates purposes that can be leveraged for estimated dollar amount?	You must provide an approximate dollar amount and an expected percentage; this is going to be your best estimate; TBD will not be accepted.
204.	HUB	Q-2265	Under Section 1 of the HUB Subcontracting Plan there is a block for the Respondent to provide a? State of Texas VID #? Is it a mandatory requirement for Respondents to have a State of Texas VID #? Please confirm.	Vendors may use their VID# or their IRS EIN#.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
205.	HUB	Q-2277	Page 26 - 28, HUB Continuing Performance Question: Can a respondent list a subcontractor in the HUB plan but later replace that subcontractor after award, if necessary?	Yes, once a respondent who has been awarded a contract may update their HSP at any time.
206.	HUB	Q-2278	Page 26, HUB Subcontracting Plan Instructions Question: For respondents who do not meet the thresholds for mandatory HUB subcontracting (under $100K), is a zero-dollar HSP acceptable if fully justified?	The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP. This is going to be your best estimate. Should you be awarded a contract, you may update your HSP at any time to be reflective of the volume of sales within that contract. You must use a value greater than 0.
207.	HUB	Q-2280-1	Are letters of intent required for the Hub subcontracting Plan?	No
208.	HUB	Q-2285-2	Exhibit D - HUB? yes or no: Question: We are a Texas-based company, but not a HUB. Even if we do not plan to subcontract, should we still submit an HSP? Please clarify. - If we choose not to subcontract or identify an HUB subcontractor at this time, will we be disqualified or receive a negative rating? Please clarify. - Can we plan to subcontract to a HUB after the award has been made or during the individual proposal stage.	All respondents, HUB, or non-HUB are required to complete and sign the HSP. The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP.
209.	HUB	Q-2297	Are there any restrictions or special requirements for subcontractors and teaming partners?	The prime vendors and subcontractors get to determine their relationships; DIR is not involved in that process.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
210.	HUB	Q-2301	If teaming partners or subcontractors are proposed, do their certifications, financials, or past performance need to be included?	No
211.	HUB	Q-2326	RFO Section: Revised Section 3.8.4 Response Files Table 4 per Add. 1. Question: Does Exhibit D: HUB Subcontracting Plan (HSP) (be sure to download the latest form from the Texas Comptrollers website) need to be listed under Section 3.8.4 Response Files Table 4? It is listed in the revised Exhibit A	Yes, as HUB subcontracting plan is a response document that is required and will disqualify a vendor if not submitted.
212.	HUB	Q-2352	The instructions state that respondents must "print, sign, and upload the signed HSP in BidStamp." Can you please confirm whether it is acceptable to upload a digitally signed soft copy of the HSP form, or if it must be physically printed, hand-signed, and scanned for upload?	Yes, you may digitally sign the HSP form.
213.	HUB	Q-2369	RFO DIR-CPO-TMP-593 - Page 27 / Section 3.4 Historically Underutilized Business: Question: Concerning HUB Partner - if we have a company, we work with that is in process of being certified as a HUB, can we submit them as part of our HUB Plan if we can show that they are in process of being certified?	You will need to identify each vendor on the HSP form as HUB or non-HUB as they are currently listed on the CMBL. Once a respondent who has been awarded a contract may update their HSP at any time.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
214.	HUB	Q-2380	Page 28, section 3.4.1 HUB Subcontracting Plan A. The HUB Goal for this RFO is 26.00%. Is 26% participation by a HUB required to have a compliant response/eligible for award?	The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP.
215.	HUB	Q-2393	DIR-CPO-TMP-593 DBITS, Hub Subcontracting Plan If we intend to complete all work an services without the aid of subcontractors, is it acceptable to submit our Hub Subcontracting Plan without listing any additional subcontractors?	The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP.
216.	HUB	Q-2398	Could DIR confirm whether the HUB Subcontracting Opportunity Notification Form" should remain with the subcontractor or be sent to DIR as well?	You can use the notification form to solicit the minority trade organizations and HUB vendors. You may provide DIR with a copy of the notifications with your response. You must maintain a record for your proof of solicitation to the trade organizations and HUB vendors.
217.	HUB	Q-2414	Request for Offer DIR-CPO-TMP-593, Solicitation Contents RFO Solicitation Contents Section B refers to Exhibit D HUB Subcontracting Plan. Throughout the document there are no other references to Exhibit D. Please confirm that any references to HUB Subcontracting Plan should properly refer to Exhibit D HUB Subcontracting Plan.	Because this is a sample and vendors will download the correct form to submit form the CPA Site.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
218.	HUB	Q-2418	If an active HUB does not pull up on the Vendor Performance Tracking System (VPTS), what does that mean? Page 28 of 41, Section 3.4.1	The HUB CMBL registration is not the Same as the VPTS. The VPTS systems is for Customers to report a vendor performance after a sale or project is completed.
219.	Exhibit D	Conf. 4-9-25	Exhibit D - HUB Subcontracting Plan: Can we use the same subcontractors from the DIR ITSAC bid in the HSP Plan for this submission?	The respondent may choose which subcontractors they would like to use in order to fulfill the contract.
220.	HUB	Conf. 4-9-25	If we are not HUB Contractor, is subcontracting other vendor is compulsory?	All respondents, HUB, or non-HUB are required to complete and sign the HSP. The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP.
221.	HUB	Conf. 4-9-25	Is it a mandate to have an HUB Subcontractor? or can we bid directly being a non-HUB certified contractor?	All respondents, HUB, or non-HUB are required to complete and sign the HSP. The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP.
222.	HUB	Conf. 4-9-25	Are we expected to place dollar amounts in the HSP based percentage of the past contract amount shown earlier in the presentation?	You must provide an approximate dollar amount; this is going to be your best estimate; TBD will not be accepted.
223.	HUB	Conf. 4-9-25	Can we have a Key Personnel subcontracted (Non-HUB)?	The respondent may choose which subcontractors they would like to use in order to fulfill the contract.
224.	HUB	Conf. 4-9-25	Is the HUB required to have 5 year of experience, or is that just a prime requirement?	That is a prime requirement.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
225.	HUB	Conf. 4-9-25	We've been actively reaching out to HUB-certified vendors to meet the 26% subcontracting goal, but we've found that many have limited or no experience delivering projects for state or local government, especially in the areas outlined under DBITS. Since this is a deliverables-based contract, having capable, proven partners is critical for execution. We understand the CMBL/HUB Directory is a resource, but filtering by NIGP codes often returns very broad results such as "IT Services" or "Software," which doesn't help us determine who actually has SLED delivery experience. Is there another way, perhaps through DIR's own vendor performance data, previous awardees, or referrals, that we can better identify HUB vendors who have proven project experience with Texas state or local government entities?	DIR utilize the CMBL/HUB Directory for identifying HUB certified vendors.
226.	HUB	Conf. 4-9-25	The HUB Plan slides stated that entering $0 is not allowable but since we do not know the value of the specific contract what should we include for the subcontractor value?	The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP. This is going to be your best estimate. Should you be awarded a contract, you may update your HSP at any time to be reflective of the volume of sales within that contract. You must use a value greater than 0.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
227.	HUB	Conf. 4-9-25	Can a HUB partner with multiple primes (and hence have multiple RFO responses submitted), and is it possible for the HUB to submit separately as a prime as well?	Yes, you may participate on multiple contracts as long as you are able to provide the services you agree to.
228.	HUB	Conf. 4-9-25	Did Theresa say in her HUB presentation that we cannot use DocuSign on the HUB form?	DIR will accept electronic signatures.
229.	HUB	Conf. 4-9-25	Is there a minimum number of HUB vendors that need to be included in the HUB plan or is one sufficient?	The respondent may choose which subcontractors they would like to use in order to fulfill the contract.
230.	HUB	Conf. 4-9-25	If we are utilizing only HUB certified subcontractors, and we are achieving the 26% goal, we only need to fill Method A and not Method B, is that a correct assumption?	Yes, that is correct.
231.	HUB	Conf. 4-9-25	HUB Subcontracting Plan, given that DBITS is for future work to be awarded, how do vendors calculate the Approximate Dollar Amount for each subcontractor if a total contract value is unknown at this time?	You must provide an approximate dollar amount; this is going to be your best estimate; TBD will not be accepted.
232.	HUB	Conf. 4-9-25	Are we allowed to propose HUB contractors across multiple service categories within our submission?	The respondent may choose which subcontractors they would like to use in order to fulfill the contract.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
233.	HUB	Conf. 4-9-25	For HSP plan, can we mention the HUB contractors and that we aim to utilize them for 26% of contract value and not mention the actual amount in $ - because that's difficult to ascertain at this point without SOW defined.	The respondent will determine how they can best fulfill the contract and complete the corresponding method within the HSP. This is going to be your best estimate. Should you be awarded a contract, you may update your HSP at any time to be reflective of the volume of sales within that contract. You must use a value greater than 0.
234.	HUB	Conf. 4-9-25	Could you please clarify if it is mandatory to send the 9th page of the HUB Subcontracting plan to the vendors, or if an email request without the form is sufficient?	Respondents to submit the entire HUB Subcontracting Form as it is downloaded from the CPA site.
Subject: General Questions				
235.	Registration	Q-1986	Solicitation: DIR-CPO-TMP-593 Regarding our account AlpineX dba ExitCertified - Imported from CMBL is not checked off on 'My Account' page, is that something we should be concerned about or need to action prior to submitting a proposal?	This does not need to be done prior to submitting your Proposal.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
236.	Scope	Q-1987	Section 2. Scope (beginning page 15) Are respondents permitted to run managed services partners through DBITS?	No, if these services required a Subscription to a SaaS based product, (as per the definition below) it does not meet the scope for this RFO. **The definition of "Managed Services Partners"** refers to a business model where a Managed Service Provider (MSP) manages and assumes responsibility for providing a defined set of business technology services to clients, often on a subscription basis, to improve operations and streamline IT management.
237.	Scope	Q-1988	Section 2. Scope, beginning page 15 Are broad professional services (i.e. data migration) in scope for this RFO?	Only as part of a large scope. DIR will not award a contract for a single type of services.
238.	General	Q-1989	General Are primes permitted to add brands during negotiations?	This RFO is for services only not for Products, therefore this question does not apply.
239.	General	Q-1990	General Will contract holders be permitted to amend the contract in the future?	Contract amendments are part of this contract options; however, all amendments will be done at DIR discretion and must follow the requirements and Scope of the RFO.
240.	D&B	Q-1991	From the preproposal conference and referenced in Exhibit A: what category of the Dun and Bradstreet report does the rating reflect? Does it have to be a 9 or 9 and under?	DIR uses the SER scores to determine financial stability and eligibility - respondent scores must be withing the 1-7 range to pass. A Score of 8 may require legal approval to move forward and 9 is a disqualification score.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
241.	Exhibit C	Q-1997	Exhibit C - Marketing Support Plan, Attachment 2. Can you please provide examples of "Types of resources included (i.e.: frameworks, guides, portals)" and what this could contain from an SLA perspective?	DIR cannot provide examples of an SLA between you and a current customer or the SLA your company uses to provide services to a customer after a project is completed or while a project is under way. These are company policies and business practices. the sample list provided is to give you an idea of some aspects of a SLA. Attachment 2 - SLA requirements. On-boarding times; Types of resources included (i.e.: frameworks, guides, portals); Tracking communications; and Follow-up process and timelines.
242.	Addendum 1	Q-1998	Addendum 1 (issued on 3/7/2025) outlined changes to the RFO. Will DIR be publishing a revised version of the RFO including the changes, or is it your expectation that we, the vendors, make these changes to the RFO ourselves?	DIR will not be publishing a revised RFO document at this time, the changes are documented in each addendum which becomes part of the RFO document set.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
243.	Registration	Q-2002	Our company, founded in another state, was registered with the Texas Secretary of State (SOS) and Franchise Tax using a variation of our original name since our original name was already taken in Texas. For this RFO, since our DUNS registration is in our original name, can we add DBA in DUNS using our Texas registered name? Would that satisfy the requirements of the RFO? Whenever our address is needed in the RFO, do we use our Texas registered address or our out-of-state address where our company was founded? For Exhibit E (Referral Forms), can we put our original name AND our Texas registered name, or should it just be one or the other? Our past clients might not recognize our Texas name.	The only name that matters is the one registered with the State of Texas. The only address that matters is your company headquarters. I recommend that when completing Exhibit A add a section to list all the names your company uses and where they are listed with what names. For DIR to have the information to reconcile the different forms and checks. However, the official company name for Exhibit A is the one registered with Secretary of State. The reference forms can show the name your customers know you buy, just make sure to list the name on the Texas Registration as well as on the form so we can match it to your response.
244.	General	Q-2003b	Where is the Signed Addenda to be submitted with response?	This Addendum provides a one-page option to be submitted for all 4 addendums or respondent can use each posted addendum signature page. Respondents will signed and upload with your response. At this time, we do not know how many addendum there will be, the vendors must stay up to date with the solicitation and any changes.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
245.	RFO/General	Q-2003c	Do we need to provide documents as proof of financial stability?	Respondents will provide the DUNS number in Exhibit A. DIR uses the SER scores to determine financial stability and eligibility - respondent scores must be withing the 1-7 range to pass. A Score of 8 may require legal approval to move forward and 9 is a disqualification score.
246.	RFO/General	Q-2004	RFO Section 3.8.4, Response Files, Page 36 of 41: The Exhibits listed as required for submission on page 36 of the RFO differ from those provided in the submission of the BidStamp portal. Are offerors required to submit all forms listed in the BidStamp portal for this effort or are those forms a standard set with some being not applicable to this effort? Specifically, Attachment 3, List of Vendor Canceled Contracts, Price List, Vendor Qualifications, Manufacturer Authorization Letter, and Non-Disclosure Agreement, VPAT, and Accessibility Development Services Form.	This response document list was amended through Addendum 1, however I am not sure what list you are referencing that does not match. The DIR VIS/Portal will have the master forms such as Exhibit A, Exhibit B and Exhibit C etc. For any Exhibit not listed in the drop-down menu for uploading documents, use "other" and make sure your document file name convention shows the exhibit name clearly.
247.	Exhibit A	Q-2007	Regarding Exhibit A. Respondent Information, Question 19 (on page 11) and Exhibit A, Attachment 1 (on pages 13? 14): Would the DIR consider limiting the request for respondents to list canceled contracts in the past five years to only those contracts that were canceled for cause?	DIR requires vendors to list all cancelled contracts.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
248.	RFO/General	Q-2015	Does the DIR require that all submitted proposals are ADA compliant?	The Terms and Conditions found in Appendix A require vendors to provide accessible solutions and to provide documentation (including solicitation responses) in an accessible format.
249.	RFO/General	Q-2017	Could you confirm the anticipated start date for this contract?	This is a Cooperative Program Contract, which means your contract award date is when you can begin offering your services to our customers. This is not a specific project with a start date.
250.	RFO/General	Q-2018	How many vendors do you intend to select as a result of this RFO process?	To be determined based on the number of vendors that makes the competitive break.
251.	RFO/General	Q-2019	Is the incumbent agency bidding on this RFP? Can you please confirm? If yes, can the department share the name of the incumbent agency?	This is a Cooperative Program Solicitation to establish master Contracts to serve the DIR Customer base. This question is not really related to this solicitation.
252.	RFO/General	Q-2020	4. Section 3.8.1.2 - Solicitation Response Requirement? Point C?? 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. We understand pricing need not be submitted as part of this RFO. Please confirm.	Price is not a requirement for the response of this solicitation. This is regarding how vendors will provide price to DIR Customers when responding to request for quote or when pricing SOW DBITS contract holders' solicitations.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
253.	Company Establishment	Q-2022	6. We are a privately held organization. Requirement around? Company Articles of Incorporation or Formation? in Addendum 1. Since this a confidential information, we cannot share it with others over a public platform/portal and would request you to provide us with a dedicated email id we can share it directly.	See Section 3.13.B of the RFO instructions. This section allows vendors to label documents as confidential when uploading them to the system. This will provide you with the confidentially you need for such document. So please follow the instructions of the RFO for confidential document protection.
254.	RFO/General	Q-2023	What percentage of Statements of Work (SOWs) were issued across the following three categories? i. Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP). ii. Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing. iii. Project Management and Program Management.	Vendors should submit a Open Records Request for any data regarding the sales of contracts under the Previous RFO. https://texasdir.mycusthelp.com/WEBAPP/_rs/(S(0h5gzcwuv3vpxp05bsszxuui))/supporthome.aspx
255.	RFO/General	Q-2024a	Q1- How will DIR allocate work among multiple contract holders? Is there a rotation system, or will customers select vendors independently?	DIR Cooperative Contracts Program does not function with a rotation, or open portal for vendors to obtain future business. The vendor is responsible for its own selling strategies. DIR customers can contact vendors for quotes or solicit through a SOW open solicitation.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
256.	RFO/General	Q-2024b	Q2- Could DIR provide more detail on the anticipated volume of SOWs for each Technology Category?	Vendors should submit a Open Records Request for any data regarding the sales of contracts under the Previous RFO. https://texasdir.mycusthelp.com/WEBAPP/_rs/(S(0h5gzcwuv3vpxp05bsszxuui))/supporthome.aspx
257.	D&B & Registration	Q-2026	RE: DIR-CPO-TMP-593 - Exhibit A, Page 1 - Legal Entity Address I wish to verify this is enough to pass the three- or four-way name match: We are a Georgia LLC, headquartered in Atlanta, GA. The Georgia SOS office, Dun & Bradstreet, and BidStamp reflect the same address (Primary Address). We are a registered Foreign Entity in the State of Texas, and while I am the Registered Agent (using the Primary), we list our San Antonio address with the Texas SOS. Please advise.	For the purposes of the financial review on the Dun and Bradstreet review the Name on Exhibit A and the Corporate Address must match. The Texas Registration Name must match the Exhibit A. The address for Secretary of State registration should be the corporate address as well, however for the purposes of responding to this RFO it is ok to have the registered agent address listed and later update to the corporate address.
258.	Company Establishment	Q-2030	Context: The addendum added Section 3.6.5.1, which indicates respondents? shall have an established business and been providing these services for a minimum of 5 years to qualify for an award under this category.? **Question:** If the respondent? staff have been providing these services for far more than 5 years, but the business has been established for less than 5 years, would this respondent be able to qualify for an award?	The company is the qualifier for the Pass or Fail phase of this administrative review. The company formation documentation must show an establishment of 5 years for Development category and 3 years for the other 3 categories. Only the correct documentation provided, and the correct number of years will move a respondent to the next phase of the evaluation.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
259.	Registration	Q-2035	Hello Team, Our organization is not registered in Texas, however we are registered firm in State of Arkansas. We are doing business with multiple other states. I would like to know what we can enter in the respondent information where it has field for State of Texas id. Please clarify.	Enter your FEIN number.
260.	Evaluation	Q-2043	DIR-CPO-TMP-593. For vendors proposing multiple categories, will the scoring criteria (60% Experience, 40% Marketing/Support) be applied separately to each category or as an aggregate score?	The evaluation of Exhibit B and C is not based on categories but the overall response. Therefore, if a respondent selects all 1- or 4 categories they will be evaluated for the complete response, and it is critical to make sure and address all the categories selected.
261.	Evaluation	Q-2044	DIR-CPO-TMP-593. How will DIR evaluate and score vendors who excel in certain aspects of a category but may not provide every service listed within that category?	The evaluation is not based on the examples of services listed under each category, but the response of each respondents in relation to what category is selected by the respondent and how they answer each questions in relation to a selected category.
262.	Exhibit C	Q-2051	DIR-CPO-TMP-593, Exhibit C? Contract Marketing and Customer Support Plan, pages 1 & 2 Can DIR please explain the difference between questions 3 and 5 in Part 1? They both seem to be asking for the same thing.	Question 3 - Marketing strategies for selected categories being proposed as they relate to each Texas market channels. Question 5- Marketing strategies for each category relates to the entire DIR Customer base government and non-government markets, Texas and also out of state customers.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
263.	RFO/General	Q-2059	Are there any specific file size limitations, formatting requirements (e.g., PDF, Word), or page limitations that respondents should be aware of when uploading response documents into the BidStamp Vendor Information System (VIS)?	Respondents should watch the YouTube channel training to be sure and follow its instructions. Top 2 restrictions, follow the file name convention to make sure your file name meets the number of characters allowed. (no more than 80) and the system will not accept zip files to be uploaded.
264.	RFO/General	Q-2060	Can respondents propose services in select sub-areas within a category, or must all aspects listed under a category be addressed to qualify?	DIR will not award a contract to a vendor that does not meet the Scope requirements of each category. There are items listed as examples of what falls under a category, however depending on what category you are responding to the requirements and the service list examples may varies.
265.	Evaluation	Q-2061	Does DIR intend to weight or prioritize certain DBITS categories (e.g., ERP vs. BI), or will each be evaluated independently on their own merits?	DIR will not evaluate responses based on what categories are being proposed. The weighted evaluation is to determine if a vendor meets the experience needed to provide the services being proposed.
266.	References	Q-2062	Are respondents allowed to reuse references across categories if the referenced work is relevant to each?	Respondents may use their references or experiences across categories, keeping in mind that the number of years of experience will add up to the category requirements.
267.	Experience	Q-2063	Can references from subcontracted or teaming partner engagements be included, or must they be direct prime contractor experiences?	The required experience is related to the Company not its partners or subcontractors.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
268.	Evaluation	Q-2066	How will DIR notify respondents if oral presentations or revised offers are requested, and what is the anticipated turnaround time for preparation?	It is at DIR discretion if oral presentation will be required. If there is a need for oral presentation DIR will notify the vendors in writing via E-Mail and vendors will be given the same amount of time to prepare.
269.	RFO/General	Q-2037	Does DIR have a predetermined number of vendors it intends to award contracts to under this RFO, or will all qualified and responsive respondents who meet the evaluation criteria be eligible for award?	DIR does not have a predetermined number of contracts that can be awarded under this solicitation. DIR will follow the Competitive Solicitation Process to determine the qualified vendors moving to negotiations. The number of contract awarded will be dependent on how many respondents move to negotiations and complete the process.
270.	Evaluation	Q-2068	Will respondents be evaluated competitively against each other for a limited number of awards, or will all vendors who meet DIR? stated qualifications and achieve a passing score be eligible to receive a contract?	DIR will follow the Procurement Competitive process; respondents are to be evaluated based solely on their response documents content. The Procurement Competitive process does not allow for response comparison.
271.	RFO/General	Q-2070	Page # 36 & Section 3.8.4 Response Files Should we provide all exhibits as a part of proposal response under each category or are exhibits to be provided as a whole under all the categories?	Respondents will provide each required response document (once) for all categories being proposed.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
272.	Slides Conf. 3/4/25	Q-2071	Vendor Day Presentation-Slide # 4 Historical Sales In the Vendor Day Presentation PPT of slide # 4 under historical sales it was mentioned $0.00 at column FYTD 2025. please clarify in future, is there any chance that the budget will be enhanced as per the change in?	The numbers shown in this chart is not budget numbers, but current expenditures. The state of Texas Fiscal year begin Sept 1, 2024, through August 31, 2025, the dollar expenditures shown does not represent the complete fiscal year sales.
273.	Slides Conf. 3/4/25	Q-2074	Pre Solicitation Conference Slide, Slide # 21 If a contractor is awarded Category 1,2,3, and 4. Can the contractor bid on a program under category 1, if the contractor does not have any work related to that specific program under Category 3?	The sales history by category does not have any connection to a vendor's ability to respond to this solicitation. The chart simply provides vendors with the knowledge of past sales by category for your understanding of the volume going through DIR Cooperative Contracts Program for such services.
274.	RFO/General	Q-2078	1.2. Purpose, page 8. How many firms is DIR looking to award?	This is a solicitation for the Cooperative Program Master Contracts, DIR will award multiple contracts, at this time it is not possible to determine the exact number.
275.	Scope	Q-2079	2. Scope, page 18. Can firms select which deliverables-based technologies categories to bid on?	Respondents may respond to one, or multiple categories. This is not an all or none solicitation.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
276.	Scope	Q-2080	2. Scope, page 19. Is subcontracting allowed?	Subcontractors' intent will be part of the respondents HUB Subcontracting plan response to this Solicitation. Respondents cannot use subcontractors to meet the required company experience in providing the services under which each category is selecting to respond.
277.	Evaluation	Q-2081	4.1. Evaluation of Responses, page 46. Will DIR favor those firms that have prior experience with them?	No.
278.	Scope	Q-2082	2. Scope, page 19. If firms bid on more than one category, can firms submit a single proposal, or are firms required to submit a separate proposal for each category?	Respondents will provide each required response document (once) for all categories being proposed.
279.	RFO/General	Q-2083	1.3.6. DIR Cooperative Contracts Program Historical Sales, page 13. What are the total not-to-exceed (NTE) budget for this contract?	The historic sales is not a budget nor is a NTE set budget. Historical Sales is to provide respondents with the information, demonstrating that there are sales for this solicitation even though the actual Master cooperative contract has a zero-dollar value. This is because orders and budgets comes from our customers.
280.	RFO/General	Q-2084	1.3.1. Background, page 10. Could DIR please disclose if they have faced any challenges or pain points with their current vendors/contracts?	DIR does not maintain this information, the customer reports on vendor performance to the CPA/VPTS.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
281.	Evaluation	Q-2086	4.2.2. Weighted Evaluation Criteria, page 47. Can firms provide references from ongoing contracts/projects?	References are to be provided by your Customers to DIR via the RFO email box, customer references can be from open projects.
282.	Evaluation	Q-2087	4.2.2. Weighted Evaluation Criteria, page 48. Can firms provide references from former clients, or are they required to provide references exclusively from current clients?	References can come from former or current clients, as long as they are within the past 5 years' requirement.
283.	Evaluation	Q-2088	4.2.2. Weighted Evaluation Criteria, page 49. Can firms also use their subcontractors' references to meet the reference requirements listed in this solicitation?	The experience and references for this solicitation evaluation are to be related to Company, not its employees, subcontractors, partners etc..
284.	Evaluation	Q-2089	4.2.2. Weighted Evaluation Criteria, page 50. Can firms provide commercial references?	References can be provided from any market channel, as long as the reference provided are related to the category being proposed by the vendor.
285.	Evaluation	Q-2090	4.2.2. Weighted Evaluation Criteria, page 51. Can firms cite their experience from ongoing contracts/projects to meet the experience requirements listed in this solicitation?	The experience requirements for this solicitation are set forth by the scope of each category. Whether your experience is past, or present should not be an issue (past experience within 5 years). The experience is what is being evaluated.
286.	Evaluation	Q-2091	4.2.2. Weighted Evaluation Criteria, page 52. Can firms cite their experience from private engagement	Experience can be provided from any market channel.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
287.	Evaluation	Q-2092	4.2.2. Weighted Evaluation Criteria, page 53. Can firms also cite their subcontractor's experience to meet the experience requirements listed in this solicitation?	The experience and references for this solicitation evaluation are to be related to Company, not its employees, subcontractors, partners etc..
288.	Location	Q-2093	2. Scope, page 19. Does DIR accept remote resources to perform the services required under this solicitation?	That will be determined at the time a SOW request is submitted to a DIR active contract vendor under this solicitation and agreed upon by the customer requesting the services. **Note**: This is not a staffing solicitation, it is a Deliverable Based Services.
289.	Location	Q-2094	2. Scope, page 19. Does DIR accept offshore resources to perform the services required under this solicitation?	That will be determined at the time a SOW request is submitted to a DIR active contract vendor under this solicitation and agreed upon by the customer requesting the services. **Note**: This is not a staffing solicitation, it is a Deliverable Based Services.
290.	Location	Q-2095	2. Scope, page 19. Does DIR accept nearshore resources to perform the services required under this solicitation?	That will be determined at the time a SOW request is submitted to a DIR active contract vendor under this solicitation and agreed upon by the customer requesting the services. **Note**: This is not a staffing solicitation, it is a Deliverable Based Services.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
291.	RFO/General	Q-2096	3.8.4. Response Files, page 43. Are firms required to include resumes for the proposed team members to support DIR along with the proposal? If yes, could DIR please indicate in which section firms must include the requested resumes?	The RFO does not have a page 43. Section 3.8.4 is on page 36 of 41. Respondents are not required to provide resumes for the team supporting this contract. Please demonstrate that your company has the resources to support this contract and that your current team on board has the capabilities to serve the DIR customer base. This Solicitation is not a request for Qualifications, therefore providing resumes are not a requirement.
292.	Scope	Q-2097	2. Scope, page 19. Can firms replace the proposed team members with equally qualified consultants if they are no longer available after the award notice?	This is not a solicitation for "staffing" therefore if your company has any turnover of the qualified team to support your contract, yes, these members can be replaced.
293.	RFO/General	Q-2106	In Reference to section 3.8.4 Response Files, Table 4 response files, should the Form of Response for Exhibit A1 be labeled? KZA_593_Exhibit A1 Exceptions.docx? compared to? XXX_593_Exception A1.	The XXX on the name convention is to represent the company name initials. If your company initials are KZA, then KZA_593_Exhibit A1 Exceptions.docx is correct.
294.	D&B	Q-2113	4.2. Evaluation Criteria. Page 39. Could DIR kindly confirm whether vendors are required to provide their financial statements? If so, how many years of financial statements are needed?	DIR uses the Duns and Bradstreet report to determine Financial stability. Respondents should not provide financial statements with their response. Exhibit A - DUNS number is the only requirement.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
295.	Exhibit A1	Q-2116	Exhibit A1 Exceptions Table. Could DIR please confirm if vendors do not have exceptions for this RFO, they can put N/A in form Exhibit A1 Exceptions Table?	Correct, complete form with an NA and attach it as part of your response document set.
296.	RFO/General	Q-2120	Could DIR please grant an extension on the due date?	This has been addressed under Addendum 3.
297.	Location	Q-2121	Does DIR accept remote resources to work on this engagement?	That will be determined at the time a SOW request is submitted to a DIR active contract vendor under this solicitation and agreed upon by the customer requesting the services. Note: This is not a staffing solicitation, it is a Deliverable Based Services.
298.	Location	Q-2122	Does DIR accept offshore resources to work on this engagement?	That will be determined at the time a SOW request is submitted to a DIR active contract vendor under this solicitation and agreed upon by the customer requesting the services. Note: This is not a staffing solicitation, it is a Deliverable Based Services.
299.	Location	Q-2123	Does DIR prefer on-site resources to execute this engagement?	That will be determined at the time a SOW request is submitted to a DIR active contract vendor under this solicitation and agreed upon by the customer requesting the services. Note: This is not a staffing solicitation, it is a Deliverable Based Services.
300.	RFO/General	Q-2124	Is it required to provide the Good Standing Certificate alongside the proposal response?	No.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
301.	RFO/General	Q-2129	Will this contract require the submission of reports? If so, what is the required frequency (e.g., monthly, quarterly, annually)?	The Cooperative Program Contracts are required to provide Monthly sales reports.
302.	RFO/General	Q-2133	ESBD_397357_1740051465787_RFO DIR-CPO-TMP-593 DBITS 2-20-25.docx, 2.5 Pricing Please confirm there is no form of any pricing or rate card required as part of this RFO submission.	Respondents are not required to provide pricing along with their response for this solicitation.
303.	RFO/General	Q-2138	Addenda. Could DIR kindly confirm whether vendors are required to sign the addenda and submit the complete document along with all other required documents in the portal?	Respondents will sign and submit the last page of each addendum to be compliant with the response requirements.
304.	RFO/General	Q-2153	Can the State please identify when they will provide responses to submitted questions?	Addendums will be poste with answers once the Question period closes.
305.	RFO/General	Q-2155	Page 28, Section 3.3.2 Written Questions and Official Answers. Will there be a second round of question and answer if clarification is needed based on the State's answer to a question in this round?	NO, there is not going to be another Q&A period.
306.	RFO/General	Q-2156	Page 28, Section 3.3.2. Can the State please identify when they will provide responses to submitted questions?	Addendums will be poste with answers once the Question period closes.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
307.	Company Establishment	Q-2159	Addendum 1, Page 1-2, Sections 3.6.5.1 and 3.6.5.2. Can the State clarify which document Respondents should use to provide responses for Sections 3.6.5.1 and 3.6.5.2? Does the addition of this information change the page limit for that document?	This additional requirement does not have any impact on the page limitations of Exhibit B and Exhibit C of the response document set. This requirement is for vendors to submit an additional document for the Pass or Fail review of your company number of years established.
308.	RFO/General	Q-2160	Is it expected that DIR customers will provide pre-defined specifications /requirements to build an application or will vendor and end-customer work to estimate and define requirements through Discovery meetings?	Any application development project solicited by the Customers will have its own SOW and directions on how they are expected to provide a response. This is a customer and project specific.
309.	RFO/General	Q-2161	Request for Offer DIR-CPO-TMP-593 Page 16, Sec. 2.2.1 Can a vendor qualify for Category 1 without Application Development, Maintenance, Support and Upgrade experience (sub-bullets A & B) if they have experience providing services under Category 1, Section 2.2.1, sub-bullets? C - application portfolio assessments, business case development, requirements development etc.)? D - ROI and benchmarks? E? agile coaching? and F - business process reengineering and ERP strategy and selection projects	Respondents should respond based on their company experience; DIR will determine what is in the best interest of DIR in order to determine the categories to be awarded to each vendor. A respondent does not need to provide all services listed under the examples of a category.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
310.	RFO/General	Q-2163	If we are responding as a Prime using Subcontractor(s), can we include Subcontractor past experience and qualifications in our response?	Respondents cannot include subcontractors' experience as part of their responses, the experience section is in reference to the actual prime contractor company, as this is not a staffing solicitation.
311.	RFO/General	Q-2164	If we only submit for 1-2 of the service categories and are awarded in those categories, can we add/apply other service categories to our contract at a later date?	This solicitation does not allow for categories to be added to a contract during its term.
312.	Exhibit B	Q-2165	RFO Reference: Section 3.6.5 Question: May Respondents include subcontractor experience to help meet the minimum experience requirements for applicable categories?	Respondents are not allowed to use the Subcontractors' experience for the Exhibit B required experience. The experience requirements are to be for the Company responding to the solicitation not the company ability to secure or recruit for past of future projects.
313.	RFO/General	Q-2167	Page 27, RFO Reference: Section 3.3 and 4.5 Question: Can DIR provide an estimated timeframe for contract execution and contract start date following response evaluations?	DIR is not able to provide a timeline as it will be dependent on the number of responses received and the number of respondents that make it to the negotiation phase.
314.	RFO/General	Q-2168	RFO Reference: General Question: Will DIR provide post-award onboarding support such as training, contract marketing guidance, or vendor orientation for new DBITS Contract Holders?	Respondents that are awarded a contract will be assigned a Contract Manager that will provide any guidance and assistance available at the time in accordance with the Contract Management Group policies and procedures.
315.	RFO/General	Q-2170	Is this a multi-award project	Yes, this is multi-award Cooperative Program Contracts.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
316.	Scope	Q-2171	SECTION 2 - Page 13 Can participating agencies submit proposals for categories that sync most with the services they offer.	Respondents should propose only the categories their experience meets the requirements of this RFO.
317.	Company Establishment	Q-2174	Addendum 1 pages 1 and 2, Sections 3.6.5.1 and 3.6.5.2 To provide proof/documentation under 3.6.5.1 and 3.6.5.2, how does DIR prefer that information to be presented? Addendum 1 page 2, Section 3.8.4 Response Files Table 4 Exhibit C: Contract Marketing and Customer Support Plan (plus, required Attachments 1 and 2) clearly labeled and uploaded separately. Could DIR clarify whether Attachments 1 and 2 should be included in Exhibit C's response or uploaded as separate documents?	Respondent should note that as part of Addendum 1 page 2 Section 3.8.4 was revised to include the article of formation documents form of response and name conventions. These 3 are samples of some documents, however whichever document you provide to show your company business registration establishment, must be named and uploaded separately.
318.	Evaluation	Q-2175-24	Q24- Can DIR provide guidance on the evaluation process, particularly regarding the weighting of the weighted evaluation criteria? (Page 30, Section 3.6)	DIR uses a score of 0-100 points for each question and after the average score is calculated for each form a formula is applied to determine the weighted percentage (%) final score.
319.	RFO/General	Q-2175-28	Q28- Are there any file size limits or technical constraints (Example: Maximum page limit, file type, character limits in filenames etc.) for uploading documents to BidStamp VIS? (General)	Follow the instructions as to what format type each response document is required before uploading. The character limit for file names is 80, The system will not allow for Zip files to be uploaded.
320.	RFO/General	Q-2175-29	Q29- Can DIR provide granular historical project outsourcing data? (Example: average project size, common customer segments/domains etc.) (General)	DIR does not maintain a database with this level of detailed information.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
321.	Scope	Q-2175-2a	Q2a-Could DIR provide more detail on the anticipated volume of SOWs for each Technology Category?	DIR does not maintain a database with this level of detailed information.
322.	RFO/General	Q-2175-30	Q30- Can you provide further details on the administrative fee calculation and the process for communicating if any fee changes occur during the contract term? (General)	Admin. Fee is calculated by the vendor using the formula provided by DIR under the Contract Terms and Conditions. Administrative Fee Changes are totally determined by the Legislative not by DIR.
323.	Location	Q-2175-31	Q31- Can part of the delivery work be performed on a Hybrid or Offshore model or is there a preference for all project resources to be located on-site? (Delivery Model)	That will be determined at the time a SOW request is submitted to a DIR active contract vendor under this solicitation and agreed upon by the customer requesting the services. Note: This is not a staffing solicitation, it is a Deliverable Based Services.
324.	Travel	Q-2175-32	Q32- What travel expenses are covered under the allowable travel expenses, and are there any limitations or specific procedures for claiming such expenses? (Travel)	Travel expenses are determined at the time a SOW request is submitted to a DIR active contract vendor under this solicitation and agreed upon by the customer requesting the services. However, vendors must be aware of the Texas travel and reimbursement requirements DIR Terms and Conditions Section 8.5.
325.	Insurance	Q-2175-33	Q33- Is there any flexibility in the specified insurance coverage requirements, particularly for sub-consultants or joint ventures, and are there conditions for extensions in providing certificates? (Insurance)	The insurance requirements are part of the awarded contract compliance.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
326.	RFO\General	Q-2177	Does a statement of work or task order gets issued to all the vendors in a particular category or to limited vendors at a time?	No, SOW are solicited by our customers in accordance with their own procurement policy and internal procedures.
327.	Price	Q-2188	RFO Main Document - Page 33 - Section 3.8.1.2 (C) states "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" however Section 2.5 states pricing is not to be proposed. Can DIR confirm that Section 3.8.1.2 (C) incorrectly refers to providing pricing?	Price is not part of the response requirements for this solicitation.
328.	Exhibit A	Q-2190	Exhibit A - Page 6 - Section 14 - Proof of Financial Stability - Are we supposed to provide evidence of financial stability in this section, or will DIR do its own independent assessment of financial stability?	Respondents will provide their DUNS number; DIR will use the DUNS reporting of Stability to determine the Pass or Fail for the Financial review.
329.	Company Establishment	Q-2191	Exhibit A - Page 7 - The checklist identifies respondents should include a "Company Article of Incorporation or Formation." We are a publicly held company; therefore, we have a Certificate of Incorporation. Can DIR confirm that is acceptable? Or is this attachment only needed for LLCs who typically have "Articles of Incorporation"?? Articles of Organization? or? Certificate of Formation?	A public held Company has a establishment date and therefore has a establishment recording, filling in order to be a public held company therefore provide a document that shows the establishment date of such company formation.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
330.	Company Establishment	Q-2209	As a vendor operating in good faith under Texas state procurement and as a subsidiary company, are there any specific requirements or restrictions we should be aware of for this solicitation?	The question does not provide sufficient information for DIR to respond appropriately.
331.	Exhibit A	Q-2211	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." Question: Section 3.8.3.1 requires an 'Executed Offer Form' from Exhibit A, which we cannot locate. Please provide the form or its correct location.	Exhibit A is the Offer Form.
332.	Evaluation	Q-2216	4.2.2 Weighted Evaluation Criteria, p 40 RFO states that: Exhibit B: Respondent History and Experience? 60%. RFO states that: Exhibit C: Contract Marketing and Customer Support Plan? 40% In order to assist us in providing a balanced response given page limitations can DIR provide the scoring rubric for Exhibits B and C?	All questions that are evaluated have the same number of points; however, the questions and exhibits are weighted.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
333.	Evaluation	Q-2218	DIR-CPO-TMP-593, Exhibit B & C, All pages Can DIR please elaborate on the scoring methodology for Exhibits B and C? Are all questions scored equally or do the questions have a specific number of points associated with them?	All questions that are evaluated have the same number of points; however, the questions and exhibits are weighted.
334.	RFO/General	Q-2219	Referring to RFO DIRCPOTMP593 DBITS 22025 - Section 2.2.3 - Page.17, For IV&V efforts, can we reference both product and process assessments (e.g., code quality and SDLC compliance)?	Respondents may provide experience for any of the categories shown on the scope of the RFO.
335.	RFO/General	Q-2225	Referring to RFO DIRCPOTMP593 DBITS 22025 - Section 2.2.3 - Page 17, Can we submit case studies or anonymized success stories as part of Exhibit B or C?	No
336.	Price	Q-2237	Regarding RFO titled, "DIR-CPO-TMP-593", document title: ESBD_397357_1740051465787_RFO DIR-CPO-TMP-593 DBITS 2-20-25, Section 2.5, Pricing, Bullet A states: Respondents will not propose pricing information under this solicitation as Pricing will not be evaluated for DBITS. However, Section 3.8.1.2, Bullet C states: Respondents should note that DIR expects each Respondent to comply with the requirements of this RFO as written, and to price its Response accordingly. Please clarify if Pricing is needed or not.	Price is not part of the response requirements for this solicitation.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
337.	Location	Q-2238	Referring to RFO DIRCPOTMP593 DBITS 22025 - Section 2.2 - Page 15, Should the category of services be conducted on-site, off-site or on-premise?	That will be determined at the time a SOW request is submitted to a DIR active contract vendor under this solicitation and agreed upon by the customer requesting the services. Note: This is not a staffing solicitation, it is a Deliverable Based Services.
338.	Exhibit C Attachments	Q-2243	Referring to Addendum 1 - Section 1.d - RFO Reference (Exhibit C), Is it mandatory to submit completed Attachment 1 and Attachment 2 along with Exhibit C as a part of the RFO submission?	Respondents should provide the Exhibit C request attachment 1 Team Org Chart, and attachment 2 - Sample SLA as applicable to your company's response and which categories your company is selecting as part of your response package.
339.	Company Establishment	Q-2250	RFO Document: Administrative Addendum 1 Final, page 2, Section d. Section 3.8.4, Response Files Table 4 Is it ok to use our Certificate of Fact for the required Company Articles of Incorporation, Articles of Formation or Certificate of Formation?	DIR is looking for a company establishment documentation. The document shows when your company was legally established. There are several documents used depending on the type of formation a company has whether it is an LLC or Incorporated or private, a company should have an establishment document to show its years in business for this Pass/Fail portion of the evaluation.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
340.	Company Establishment	Q-2253	Would the Texas Department of Information Resources consider revising the requirement in Section 3.6.5.2 to reduce the minimum number of years from 3 years to 2 years for respondents proposing services under Sections 2.2.2, 2.2.3, and 2.2.4? We are a local Texas based company that has supported multiple DIR vendors as a subcontractor and are interested in pursuing this opportunity directly.	No, the minimum number of years establishment requirements will not be changed.
341.	Exhibit B	Q-2255-1	Can out-of-state project experience (like experience from NY, AZ, etc.) be submitted under Exhibit B, and will it be considered equally with Texas experience?	Yes
342.	Company Establishment	Q-2255-2	For ERP or BI categories, will experience serving only commercial clients (not government) over the past 5 years meet the qualification requirement? (Administrative Addendum 1, Section 3.6.5.2, Page 2)	The Requirements of Addendum 1 Section 3.6.5.2 is in relation to a company/Business establishment years; which is a Pass/Fail Criteria. The company experience providing these services requirements are to be submitted under Exhibit B for evaluation after meeting the 3-year requirements.
343.	Exhibit B	Q-2255-7	Can subcontractors? qualifications or experience be mentioned anywhere in Exhibit B or C? (Attachment C Marketing Q&A, Page 14, Q65)	NO, Experience requirements for these exhibits are to be of the Company Experience Projects not the experience of Subcontractors. This is not a Staffing Solicitation.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
344.	D&B	Q-2255-10	10. What is the SER score range from Dun & Bradstreet that qualifies as? pass?? Is 9 or above disqualifying? (Main RFO, Section 4.2.1.A, Page 20)	A vendor with a score of 9 on the Dun & Bradstreet SER report will be disqualified.
345.	Evaluation	Q-2255-11	11. How much weight is given to website readiness and marketing materials in the evaluation of Exhibit C? (Attachment C Marketing Q&A, Page 6, Q19)	Exhibit C: Contract Marketing and Customer Support Plan weighted evaluation criteria is 40%.
346.	Exceptions	Q-2255-14	14. Are there any known disqualifying clauses or mandatory terms in the Sample Contract (Attachment 1) that are non-negotiable? (Main RFO, Section 3.8.4, Exhibit A1 Instructions, and Attachment 2? Standard T&Cs)	DIR is not able to change state/federal law. Any Terms and Conditions based on laws cannot be negotiated.
347.	RFO/General	Q-2255-16	16. What are the reporting and invoicing expectations post-award? Will DIR provide templates or tools? (Main RFO, Attachment 1? Sample Contract, Section 8)	Awarded Vendors are required to submit sales reports monthly. DIR will provide awarded vendors with access to the VIS/Portal to report sales and will provide training on how to fill out the sales report's forms.
348.	RFO/General	Q-2255-17	17. Are there penalties or risks of termination for not receiving any orders or failing to generate sales? (Attachment C Marketing Q&A, Page 12, Q52)	Respondents should read the Terms and Conditions closely, as DIR at its own discretion may not renew contracts that have not generated any sales for the original 2-year term.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
349.	RFO/General	Q-2255-18	18. How is vendor performance monitored after award? Through customer feedback, audits, or KPIs? (Main RFO, Attachment 1? Sample Contract, Section 11; Exhibit E? Customer Feedback Reference)	DIR does not use NAICS codes, Texas only uses NIGP Commodity Codes and NO, vendors cannot proposed additional codes outside of the RFO have listed.
350.	RFO/General	Q-2255-19	19. Can vendors list additional NAICS codes or service descriptors beyond those mentioned in the RFO? (General)	DIR does not use NAICS codes, Texas only uses NIGP Commodity Codes and NO, vendors cannot proposed additional codes outside of the RFO have listed.
351.	RFO/General	Q-2255-3	3. Are we allowed to bid only for our preferred categories, or must we respond to all four DBITS service categories? (Main RFO, Section 2.2, Page 10)	Respondents may choose to respond to one or all categories. There are no required number of categories a vendor can propose under this solicitation.
352.	RFO/General	Q-2255-9	9. How to fill the Exhibit A1, if we have no exceptions? (Main RFO, Section 3.8.4, Page 18; Exhibit A1 Instructions)	Please complete Exhibit A1 by writing NA and uploading with the correct naming convention.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
353.	Document Reference SOW or Service Support Level	Q-2256	ESBD_397357_1740051465787_RFO DIR-CPO-TMP-593 DBITS 2-20-25? Section 1.3.9: Requirements, Page 15, #? F? states? When responding to a SOW quote request from Customers the DIR Contract Holders must also provide a Service Level Agreement that will address each project support during and after the project is completed. See an example of a Service and Support Level Agreement shown in Attachment 4.? File ESBD_397357_1740052095629_Attachment 4 Sample SOW (DBITS) does not provide Service and Support Level Agreement. Will the government please correct the reference to? ESBD_397357_1740052045360_Attachment 3 Service Level Agreement Template??	These are Samples and has no impact on vendors responding to this solicitation. The RFO documentation and The Form itself are correct.
354.	RFO/General	Q-2260	In the document titled. RFO WIP DIR-CPO-TMP-593 DBITS 2-20-25, page 1 through 4 refers to? Commodities? How does Commodities tie into services categories? Where are we expected to use commodities in our response?	Commodity Code NOT Commodities Please make sure you understand the Texas procurement Laws before responding to a solicitation. Texas procurement requires that solicitation are done based on NIGP / Commodity Codes. Page 1-4 references Commodities Codes for Services.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
355.	Addendum 1	Q-2263	On page 3 of Addendum 1 it states 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.? There is a signature block for such acknowledgement on page 3 of the Addendum. Please confirm that a signature is still also required on page 1 in addition to the signature required on page 3.	Vendors are required to provide with their response package signed Addendums issued for this solicitation. Addendum 4 provides a one-page signature form, for all addendums' acknowledgement.
356.	RFO/General	Q-2270	When will pricing need to be presented on a company's website post DBITS award? Page 22, Section 2.5.	Pricing is not applicable to this RFO. Pricing is to be provided upon customer requests through a SOW solicitation.
357.	RFO/General	Q-2271	Page 45 (Pass/Fail Criteria) Section - Evaluation Criteria Question: The RFO states that a financial review will be conducted based on Dun & Bradstreet data. Can DIR clarify whether there is a minimum SER (Supplier Evaluation Risk) score or other D&B metrics that would result in a 'Fail' during this review?	DIR uses the SER scores to determine eligibility - must be withing the 1-7 range to pass. A Score of 8 may require legal approval to move forward and 9 is a disqualification score.
358.	RFO/General	Q-2272	RFO Section: 3.8.1.2.A, pg. 33 Solicitation Response Requirements Question: What are the file size limit(s) for the BidStamp VIS portal?	5 MB per document.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
359.	Exhibit A1	Q-2273	Page 30 - 32 Section: 3.8.3.4 Exceptions to Requirements / Exhibit A1 Question: Will DIR accept alternate terms and conditions proposed in Exhibit A1 if they are limited and justified, or is any exception grounds for disqualification?	Vendors will follow the directions set by the RFO, List your exceptions, and proposed alternate language.
360.	RFO/General	Q-2280-2	What are the requirements for cybersecurity training?	Vendors must read the requirements of this Solicitation completely and understand the requirements of this Solicitation.
361.	RFO/General	Q-2280-3	What are the specific requirements for the respondent's website and marketing plan?	Vendors must read the requirements of this Solicitation completely and understand the requirements of this Solicitation
362.	RFO/General	Q-2280-4	4.) Can a respondent participate as a teaming partner on multiple Prime contracts while also submitting a response as a Prime?	Yes
363.	RFO/General	Q-2280-5	5.) respondent can enter into? P29 Successful Respondent Qualifications	Question is not clear and cannot be answer.
364.	RFO/General	Q-2280-6	6.) What are the typical fees associated with this contract? Example for Out of State Buyers?	Vendors will pay DIR an administrative of 0.75%, no matter where the sales are made. See Section 5 of the Contract template for details.
365.	RFO/General	Q-2282	1. Can you confirm whether Attachments 1, 2, 3, and 4 must be included as part of our response submission?	These are sample documents and not part of the response document set.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
366.	RFO/General	Q-2284	The solicitation requires submission in a searchable PDF format. However, certain exhibits must be signed, scanned, and submitted, which may affect searchability. Could you please clarify how we should ensure compliance with both requirements?	There are several ways to make a PDF file searchable, vendors may Adobe Acrobat and follows the steps required to recognize text and output style searchable image or Without Adobe Acrobat vendors can use the OCR function. DIR does not have a preference of how you can transform a PDF just that it is searchable.
367.	Exhibit A	Q-2285-1	Page 10 of the RFO593 Exhibit A? Respondent Information Rev Per Addendum 1 Question: is left blank. Is this intentionally left blank or by mistake. What is supposed to be in page 10. Is some text missing. Please clarify.	Page 10 is just a page break, please remove it. DIR is providing a clean copy of this form along with Addendum 4
368.	RFO/General	Q-2285-13	General Que: How many contract awards will be made of this contract?	This solicitation will be for multiple awards; however, DIR does not have an exact number at this time. The total number of awarded contracts will depend on how many vendors respond, and how many vendors move to negotiations.
369.	RFO/General	Q-2285-14	14)Section 3.8.4 Response Files Table 4: is here by revised as follows: What is XXX? Does this represent the Company name.	Yes, the XXX in the file name conventions is for the first 3 letters of a company name.
370.	RFO/General	Q-2285-15	15)General Que: All the documents should be submitted/ uploaded separately with the naming convention mentioned in the addendum. Please confirm.	Yes, response documents are to be uploaded individually.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
371.	Exhibit A1	Q-2285-3	3. Exhibit A1? 13) Exceptions: We do not have any, so should we say N/A.	Please complete Exhibit A1 by writing NA and uploading with the correct naming convention.
372.	Exhibit A	Q-2285-4	Exhibit A? 13) Respondent and Subcontractor Conflict of Interest Disclosure: This section/ question does not apply to us. So, should we just put as Not Applicable (N/A). please clarify.	NA is acceptable.
373.	Exhibit A	Q-2285-5	5)Exhibit A - B. Certification Statement: Does simply acknowledging Exhibit A on page 12 mean agreeing to all the questions listed below or should we address each question separately? Please clarify. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 20, 21.	The Certification Acknowledgement is for the respondents to review and determine if it applies, if you have any questions, please regarding response forms legal requirements and contract terms and conditions, please confer with your legal counsel.
374.	Exhibit A	Q-2285-6	6) Exhibit A - Que 13 - Respondent certifies it follows 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: We are in compliance with Section 669.003 and are not in violation of it. Since Section 669.003 does not apply to us at this time, should we leave the blanks empty? Please clarify.	The Certification Acknowledgement is for the respondents to review and determine if it applies, if you have any questions, please regarding response forms legal requirements and contract terms and conditions, please confer with your legal counsel.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
375.	Exhibit A and B	Q-2287	Should our response be submitted as individual files (e.g., Exhibit A, Exhibit B, Exhibit C, etc.), or should all documents be compiled into a single compressed (ZIP) file?	The VIS/BidStamp will not allow for Zip files to be uploaded. Each document should be loaded separately and labeled in accordance with the submission instructions.
376.	RFO/General	Q-2289	Will additional guidance or templates be provided for responding to individual Statements of Work (SOWs) under the DBITS contract?	Each customer will submit their SOW and request quotes, vendors will follow the customer's solicitation directions.
377.	Location	Q-2290	Are there any restrictions on remote work versus on-site performance for specific tasks?	That will be determined at the time a SOW request is submitted to a DIR active contract vendor under this solicitation and agreed upon by the customer requesting the services. Note: This is not a staffing solicitation, it is a Deliverable Based Services.
378.	RFO/General	Q-2291	Are there specific Key Performance Indicators (KPIs) or Service Level Agreements (SLAs) vendors must adhere to beyond those mentioned in the solicitation?	SLA and KPIs will be provide by the customers through their SOW Solicitations, each customer project will negotiate their own SLA requirements the ones in the solicitations are examples.
379.	RFO/General	Q-2294	If awarded, what are the expectations for knowledge transfer and transition-in/out processes at the beginning and end of the contract period?	Successful respondents will receive additional specifications through the Customers SOW solicitations requirements and negotiation discussions.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
380.	Exhibit A	Q-2295	RFO Section: 3.6.3, pg. 30 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 response to Exhibit A Respondent Information, Section 12 Respondent and Subcontractor Conflict of Interest Disclosure, all of the following Question: Can you confirm that the reference to Section 12 should be Section 13 of Exhibit A?	Yes, any current and former State employees must be disclosed.
381.	RFO/General	Q-2300	Are only PDF submissions allowed, or can vendors submit Word or Excel files for specific sections?	Follow the instructions as to what format type each response document is required before uploading.
382.	RFO/General	Q-2306	Could you please provide an extension in the question submission date?	Extended under Addendum 3.
383.	RFO/General	Q-2307	Could you please provide an extension in response to the submission?	Extended under Addendum 3.
384.	RFO/General	Q-2314	DIR-CPO-TMP-593 Deliverables Based Information Technology Services (DBITS) Section 2.5 Pricing page 19 1. Will the State accept offshore rates, or is the requirement for onshore personnel only? 2. To confirm, there is not a published NTE rate for the DBITS contract, correct?	This is not a Staffing Solicitation. Please review the documents of this Solicitation Carefully your company may not qualify.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
385.	Exhibit C	Q-2315	RFO Section: Exhibit C.6, pg. 2 C.6 Providing steps to ensure contract pricing is published on the webpage is accurate and up to date and in compliance with the contract awarded. Question: Please verify that contract pricing is not applicable to this RFO.	Pricing is required when responding to this RFO; however, vendors are required to maintain a web site for this contract.
386.	RFO/General	Q-2316	Can DIR provide more detailed definitions of commodity code?	The full NIGP commodity code list and the descriptions is available on the Texas Comptroller's website.
387.	RFO/General	Q-2317	How do the "Commodity Items" comport to the four (4) Technology Categories in the final RFO?	The NIGP commodity codes is to fulfil the procurement process of Texas and provide vendors with areas that fit within the scope of this Solicitation.
388.	RFO/General	Q-2318	For the additional included documents provided, can you confirm which documents are a) required to be completed and submitted, b) for Acknowledgment, and c) for information only?	Vendors are encouraged to read the RFO documentation and determining for themselves what documents will be submitted as part of their response. Exhibit A and Addendum 1 does provide a list of required documents to assist vendors.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
389.	Evaluation	Q-2319	General - Scoring/Evaluation How does DIR expect to evaluate Respondent History & Experience across the four service subcategories? Will respondents for a given category only be evaluated against other vendors that propose under that category? Will it be possible for a vendor to receive an award for only some of the categories proposed?	The evaluation of Exhibit B and C is not based on categories but the overall response. Therefore, if a respondent selects all 1- or 4 categories they will be evaluated for the complete response, and it is critical to make sure and address all the categories. The award of categories will be determine by DIR based on the evaluation results, vendors may be awarded all or some of their proposed categories.
390.	SOW	Q-2320	Do we have to develop an SOW for each technology category we want to submit?	Please read the RFO. The SOW is provided as an example of what the DIR customers may opt to utilize if an awarded DIR DBITS vendor is selected by the DIR customer.
391.	Scope	Q-2322	Are Cloud Assessments within Scope of the RFO? In RFO 2.2.3.A, cloud assessment is listed as a possible service in the Technology Category "IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services." However, in RFO 2.4.B, it states Cloud Assessments Services are not in scope of this RFO. Please clarify.	This was addressed under Addendum 1.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
392.	RFO/General	Q-2328	Section 2.1, subsection B.b.i (page 20/41) of the RFO states, "?.and any other managed services that include a user interface, a completed Accessibility Conformance Report (ACR) or the URL to view the ACR online (is required). See RFO Section 2.6.1 for detailed requirements." However, Respondent notes that Section 2.6.1 states that the ACR Submission and Review is not applicable for this Solicitation. Please confirm that ACRs are not required for this RFO.	ACR/VPAT Accessibility documents is not required for this Solicitation.
393.	RFO/General	Q-2329	RFO Section: Required documentation in reference to added Section 4.2, E. per Add. 1. Question: Per Addendum 1, Section E. "Compliance with Section 3.6.5, is required to move forward to the next phase of evaluations. Failure to provide the required documentation will result in the disqualification of the response as noncompliant." was added. Is the "required documentation" the requested documentation in Section 3.6.5.3 or are you need other documentation, and if so, what would be an example of what you are looking for?	DIR is looking for a company establishment documentation. The document shows when your company was legally established. There are several documents used depending on the type of formation a company has whether it is an LLC or Incorporated or private, a company should have an establishment document to show its years in business for this Pass/Fail portion of the evaluation.
394.	RFO/General	Q-2330	Attachment 2 - Standard Contract Terms and Conditions appears to be missing. Was it published as part of the RFO documents?	Yes, it was published. Document Number ESBD_397357_1740052003374_Attachment 2 Standard Terms and Conditions (12-11-23).pdf also this was replaced by Addendum 2.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
395.	D&B	Q-2340	4.2.1 A on page 39? during the first bidder conference, it was noted that a D&B score needed to be below a company score of 9. Would this be the Supplier Evaluation Risk (SER) that DIR is reviewing? If not, please advise Scores and Ratings from D&B that DIR will be evaluated as there are several different options based on the company's membership with D&B.	Respondents will provide the DUNS number in Exhibit A. DIR uses the SER scores to determine financial stability and eligibility - respondent scores must be withing the 1-7 range to pass. A Score of 8 may require legal approval to move forward and 9 is a disqualification score.
396.	Evaluation	Q-2342	4.2.1 C on page 40? How will this affect bidders that do not have work experience or a score in the Vendor Performance System?	It will not affect the respondent as this is used only if there is a score available. The Vendor Performance Score will not be used in case vendors do not have a record.
397.	Exhibit B	Q-2353	Will other, government experience be considered for evaluation purposes?	Yes
398.	Addendum 1	Q-2354	RFO Section: Revised Section 3.8.4 Response Files Table 4 per Add. 1. Question (updated to add the last part of the question): Does Exhibit D: HUB Subcontracting Plan (HSP) (be sure to download the latest form from the Texas Comptrollers website) need to be listed under Section 3.8.4 Response Files Table 4? It is listed in the revised Exhibit A (RESPONSE CHECK LIST) but is not listed in the revised Table 4 in Addendum 1.	The HUB Form is listed below Exhibit H, as a response Document it is not designated as Exhibit D because you must download the form and not use the sample form provided.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
399.	RFO/General	Q-2355	"13.9 Requirements " This RFO is for services only. Hardware and software are not within the scope of any awarded contract. Under DBITS, can a customer's SOW include a COTS solution?	No, these type of SOW will be solicitate under the Software COTS awarded contracts.
400.	SOW	Q-2356	"13.9 Requirements " This RFO is for services only. Hardware and software are not within the scope of any awarded contract. Under DBITS, can a vendor respond to a customer's SOW that requests a solution integrating COTS? We have seen previous DBITS SOWs that request a COTS solution.	Just because a customer requests a complete solution on a SOW that does not mean they are purchasing hardware and Software from a DBITS contract or that they are authorized to do purchase through a DBITS contract.
401.	SOW	Q-2357	"13.9 Requirements " This RFO is for services only. Hardware and software are not within the scope of any awarded contract. Under DBITS, can a vendor purchase a COTS solution for the Customer as part of a development project SOW?	No.
402.	Scope	Q-2358	General Question Under DBITS, is hosting allowed?	No.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
403.	SOW	Q-2359	General Question Under DBITS, are hourly rates allowed? We've seen SOWs requesting them.	How a pricing structure is proposed on an SOW does not have anything to do with this Solicitation evaluation or Requirements. Vendors are not proposing pricing through this Solicitation. However, customers will request pricing in accordance with their own requirements, policies, procedures and Procurement Laws. DIR Cooperative contracts customer base is diverse and includes counties, states, cities and out of Texas customers, all which may have different laws each of them will be required to follow.
404.	SOW	Q-2360	General Question Under DBITS, can a customer's SOW request the number of hours per person, hours per role, or hours per task? We've seen DBITS SOWs requesting these and are not sure how to respond to those SOWs. We've raised these questions to the different procurement contacts but have been receiving different answers.	The reason for the Different answers, is because an SOW can come from different customers sources and each customer has its own policies and procedures on how to procure services, the DIR Cooperative Program does not set procurement process for our customer base. Vendors need to understand that the Cooperative Contract program sets the guidelines and provides the vehicle for customer to purchase, it is up to the Customer to assure their own procurement laws, policies and procedures are followed. DIR Cooperative contracts' customer base is diverse and includes counties, states, cities and out of Texas customers all which may have different laws each of them will be required to follow.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
405.	SOW	Q-2361	1.3.10 Statement of Work (SOW) Customer SOWs may include additional terms and conditions associated with the specific project. What should a vendor do if a Customer's SOW includes terms or conditions that are not allowed under DBITs? Example: They ask for COTS, hourly rates, and/or hosting services.	An awarded DBITS contractor should follow the DBITS Terms and Conditions and Scope of the awarded contract. DIR is not responsible for what customers request under SOW's; we do not control the customers procurement methods. An SOW may include all the things needed for the project, but the customer may be using other contracts to purchase parts of the requirements or not. DIR Cooperative contracts' customer base is diverse and includes counties, states, cities and out of Texas customers, all which may have different laws each of them will be required to follow.
406.	Scope	Q-2362	2.4 Exclusions/Out of Scope Is software as a service out of scope?	Yes, Software as Services was awarded under RFO-570 and it is not part of this Solicitation.
407.	RFO/General	Q-2364	2.7 TX RAMP Is TX RAMP hosting allowed under this RFO?	No.
408.	Evaluation	Q-2365	4.2.1 Pass/Fail Criteria C.1 A score of less than? C? in the Vendor Performance System; What happens if a vendor is new and does not have a score on the Vendor Performance System? Will they fail the pass/fail criteria?	It will not affect the respondent as this is used only if there is a score available. The Vendor Performance Score will not be used in case vendors do not have a record.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
409.	SOW	Q-2375	Attachment 4 Sample SOW (DBITS) 11.5.1 Alternative Pricing .... Table Chart The table chart indicates unit, unit price and extended amount. Can you confirm that hourly rate is not considered as a unit price in this table?	This is a Sample Document not a SOW for vendors to provide as part of their response.
410.	RFO/General	Q-2376	General Would a services partner being proposed on one respondent's offer preclude them from being included on other respondents' offers?	A Prime vendor may be included in other responses HUB plan as a subcontractor. Be sure to understand that this is not a solicitation for Staffing services and a "Service Partner" under this context is consider a Subcontractor.
411.	Exhibit B	Q-2382	DIR-CPO-TMP-593 DBITS For evaluation of our Exhibit B response, item 3 pertaining to the summary of respondent's experience, will preference in scoring be given to public sector experience over private sector experience? Or to Texas government experience?	No, vendors' experiences will not be evaluated differently if the experience is from or out of Texas. All experiences will be evaluated equally. (This does not include subcontractors or key personnel experiences /Resumes which are not accepted)
412.	D&B	Q-2385	Regarding Exhibit A Respondent Information, Proof of Financial Stability (page 4): We understand respondents must submit their DUNS number in Exhibit A Respondent Information. Are respondents required to provide any other financial information or documentation for proof of financial stability?	No additional financial documentation is needed, the DUNS number under Exhibit A is all that is required.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
413.	Exhibit D	Q-2386	ESBD_397357_1740051465787_RFO DIR-CPO-TMP-593 DBITS 2-20-25, Section 3.4.1, Part C (page 27): We understand a scanned copy of the original, signed HSP must be uploaded into BidStamp. For all other documents requiring a signature, are digital signatures acceptable or should the respondent provide scanned copies of the original, wet signatures?	Vendors may use Adobe e-signature as well as any accredit e-sign systems for response documents that requires signatures.
414.	RFO/General	Q-2388	ESBD_397357_1740051465787_RFO DIR-CPO-TMP-593 DBITS 2-20-25.docx (page number N/A): Will DIR be issuing a revised RFO Document (ESBD_397357_1740051465787_RFO DIR-CPO-TMP-593 DBITS 2-20-25.docx) with the changes listed in Addendum 1?	No.
415.	Company Establishment	Q-2389	ESBD_397357_1740051465787_RFO DIR-CPO-TMP-593 DBITS 2-20-25.docx, Section 3.5.3 (page 29): Are copies of them? Articles of Incorporation? Articles of Organization? oor? Certificate of Formation? It is only required for respondents that are Limited Liability Companies?	No, all respondents must provide a document showing the established date of the company. Regardless of the company formation type, a formal company establishment document is required.
416.	RFO/General	Q-2395	Is DBITs a universal state contracts for all cities/counties/authorities to use in Texas? Or is it only for state agencies?	This is a Solicitation for the DIR Cooperative Program which covers all Legislative authorized customers in and out of Texas.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
417.	Price	Q-2397	Per Pricing instructions, no pricing is required. Could DIR confirm this also means that bidder do not need to submit a rate card?	Correct, Pricing is not part of this solicitation response requirements.
418.	Exhibit A	Q-2401-1	In Exhibit A, requirement 13: What qualifies as "proof of financial stability" to submit to the DIR?	DIR does not required proof of financial stability documents; DIR will review the SER report from the Duns and Bradstreet system. Respondents must provide the DUNS number for their company in the appropriate place of Exhibit A per addendum 1.
419.	Exhibit C	Q-2401-2	2. In Exhibit C, Contract Marketing and Support Plan, requirement 6: Are we required to maintain webpage specific to the products and services awarded under DIR contracts prior to winning a contract, or only after being awarded one?	The Web-Site requirements are for awarded contracts only. Respondents once awarded a contract will have 30 days from the executed date of the contract to complete the web page requirements.
420.	Company Establishment	Q-2402	Addendum1, RFO Reference Table, page 2 Verbiage from RFO? Company Articles of Incorporation, Articles of Formation or Certificate of Formation. ; ?XXX_593_Articles of Inc. pdf? or XXX_593_Articles of Formation.pdf? XXX_593_Certificate of Formation.pdf? Given the different placement of "or" in these references, can the State confirm whether we need to submit two of the three documents or if only one is required?	Each respondent will provide one document showing the established date of the company. Regardless of the company formation type, a formal company establishment document is required.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
421.	Exhibit B	Q-2404	Exhibit B, page 3 Verbiage from RFO - "If your company have sold to these Market Segments, please indicate with "n/a" in the table below" Can the State confirm that the word "not" needs to be added between the words "have" and "sold".	Vendors may add the word 'NOT" to this sentence.
422.	Scope	Q-2405	In the RFO, on page 14, under 2.1, the RFO states: Within each Technology Category listed below, examples have been provided. The list of examples is not intended to be exclusive, but rather general indications of the types of services within a given Technology Category. Other services that may not be detailed or listed as examples, but which adhere to the definition for each Technology Category are also in scope. As a respondent, should we provide an overview of other types of services we may provide that are related, or will the contract allow us to provide similar services in each category that we are selected for, once awarded?	Respondents will provide detail of what their company experience and what services it provides under each category.
423.	Scope	Q-2406	In the RFO, on page 15, under 2.2, the RFO allows for emerging technologies. What category or categories will this fall under? Will the selected service providers be able to align emerging technologies with the categories in which they are selected to provide services?	It applies to all categories depending on the Customer SOW requirements.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
424.	Scope	Q-2407	In the RFO, on page 15, under 2.2.1, please confirm implementing a new solution that is a software-as-a-service (SaaS) is another acceptable type of new application, in addition to the listed options of mainframe, server, network-based or web-based. For example, is providing services on a new or existing Salesforce or Microsoft Dynamics environment allowable under 2.2.1? We understand licensing is not allowable under DBITS.	Vendors will implement solutions not sale subscriptions or software licenses. Any Maintenance and Support for established software are covered under the Software and Related Servies awarded contracts. The type of implementation and support for category 2.2.1 is related to a large long-term development project. DIR will not award a contract for any one specific type of services.
425.	RFO/General	Q-2408	In the RFO, under 2.4, Cloud Assessment Services is listed as an out-of-scope service. However, 2.2.3 allows for IT Assessments. Please elaborate on how DIR will determine if an IT assessment is a cloud assessment vs a broader IT assessment.	Addendum 2 addressed this question.
426.	RFO/General	Q-2410	Given the timeline of the pre-proposal conferences and Q&A, would DIR consider an extension by 2 weeks to allow vendors ample time to evaluate the responses to additional information?	This has been addressed under Addendum3.
427.	RFO/General	Q-2415	How many contracts will be Awarded for this RFO? Page 39 of 41, Section 4.1	DIR does not know at this time how many contracts will be awarded. There are too many factors that will determined the number of contracts to be awarded.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
428.	Company Establishment	Q-2420	On the pre-bid call it was mentioned that there was a requirement of 3-5 years of company being established and then 5 years of company having experience in a certain category/field. Does that mean you have to have 8-10 years of total experience in each relevant field/category?	The company establishment requirement is not the same as the company experience. Your company must be established according to Addendum 1 Requirements to qualify to move forward to evaluations, that is where your experience is being evaluated.
429.	RFO/General	Q-2421	Does DIR have any issues awarding one firm all 4 categories?	No.
430.	Exhibit A	Q-2427	On page 5 of the RFO document, it says: Exhibit A: Respondent Information (including Appendix 1 List of Respondents Canceled Contracts). Should the reference too? Appendix 1? say? Attachment 1? instead? Please confirm or clarify.	Exhibit A has the Cancelled contract form within the Exhibit A, this is not a separate document.
431.	RFO/General	Conf. 4/9/25	Is there a possibility of extending the due date?	This has been addressed under Addendum3.
432.	Exhibit A, B and C	Conf. 4/9/25	If an answer to an RFO question is not applicable, shall we indicate "N/A" or rather, just leave the answer field blank?	Yes enter "NA" when appropriate and Respondents should not leave questions blank.
433.	RFO/General	Conf. 4/9/25	Do you have to be a registered business in Texas in order to bid.	NO, you must be registered before negotiations begins.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
434.	Exhibit A	Conf. 4/9/25	we recently updated our company address. when verifying our company information on D&B, what address do you check this against? Where should we update the new address to ensure there are no issues?	DIR will use the corporate address provided under Exhibit A to verify the D&B information.
435.	RFO/General	Conf. 4/9/25	When is addendum 3 expected to be tentatively uploaded on the portal? This will help us to understand if an extension for bidding submission is required.	This has been addressed under Addendum3.
436.	Company Establishment	Conf. 4/9/25	Regarding establishment date of an organization, we were recently acquired and had a name change (from an Inc. to LLC). Under the new LLC name we do not meet the 3/5 yr requirement; however, we have a paper trail to show the original date we were incorporated (over 25 yrs ago). Assuming with this documentation (cert of formation, name change, cert of conversion), this would be sufficient to meet the establishment of 25 yrs but would like to confirm.	Submit your documentation with a clear explanation of the events, taking in consideration that DIR may or may not accept the company response depending on the categories being proposed and the company establishment years not People resume experiences.
437.	Exhibit B	Conf. 4/9/25	If yes, can we include Key Personnel's experience as our past performance?	Do not use Key Personnel Resumes past experiences to meet the required experience for each category questions on Exhibit B. These questions are answered as per the past 5 years' experience, in which the Company has completed similar projects related to each category being proposed.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
438.	Exhibit C	Conf. 4/9/25	Marketing Plan, Part 1, question 5: For each service category to which your company is responding provide a brief description of how your company intends to market these services to the DIR customer base. – By "service category", does DIR mean which DBITS category or which customer segment (e.g. state agencies, local governments, etc.).	DIR question is clear for each **SERVICE CATEGORY** you are responding to under this RFO scope, NOT for each market segment.
439.	Scope	Conf. 4/9/25	Could you please confirm if it is permissible to submit the bid response for only one category out of the four listed?	YES, as long as the category being proposed is NOT for SaaS subscription or Maintenance and Support of a software only. DIR will not be awarding contracts for services covered under other solicitations that are not related to the DBITS category.
440.	RFO/General	Conf. 4/9/25	Are we allowed courtesy reviews 10 calendar or business days prior to the deadline?	DIR will provide Respondents with one-time courtesy review of HUB forms, and Accessibility forms received by April 19, 2025.
441.	RFO/General	Conf. 4/9/25	Could you please confirm if we can send the forms that need to be submitted within the response 10 days before the due date to see if everything is correct?	DIR will provide Respondents with one-time courtesy review of HUB forms, and Accessibility forms only received by April 19, 2025.
442.	Company Establishment	Conf. 4/9/25	Does the 5 year "in-business" requirement apply to a Mentor-Protege Joint Venture when both companies have been in business over 5 years, but the JV was created less than 5 years ago?	Respondents with special circumstances may choose to take a chance and submit a response with a complete explanation to their situation and the documentation that backs up the narrative of the company establishment history.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
443.	Registration	Conf. 4/9/25	Amendment 2, Question #141: The answer states "Qualified entities that are registered and active to do business in Texas with the Texas Comptroller and Texas Secretary of State are eligible." Please tell us where we are supposed to register for the Texas Comptroller and the Texas Secretary of State.	Here are the links you need to register to do business in Texas 1. Comptrollers of Public Accounts (CPA) – Franchise Tax Registration Franchise Tax Web Service Transmitter Registration Form Please visit the Comptrollers web site if you need additional information. This is just a link, DIR is not responsible for vendors registrations, we offer help when we can, but we are not the experts on what is needed. Franchise Tax 2. Texas Secretary of State – SOS registration - Business Services Please visit the Texas Secretary of State web site if you need additional information this is just a link, DIR is not responsible for vendors registrations, we offer help when we can, but we are not the experts on what is needed. Welcome to the Texas Secretary of State
444.	Addendum 1	Conf. 4/9/25	Per Addendum 1, Cloud Assessment Services is now in scope. What category of service would this fall under?	Cloud Assessment Services may follow into one or multiple categories, it will depend on the customers SOW requirements at the time of a Solicitation.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
445.	Exhibit A	Conf. 4/9/25	Where in the revised Exhibit A (released with Addendum 1) is Executive Order 48 mentioned?	Page 11 - Question 20. Respondent certifies that neither it, nor its holding companies or subsidiaries, is: (a) Listed in Section 889 of the 2019 National Defense Authorization Act; (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.
446.	VIS/BidStamp	Conf. 4/9/25	You mentioned that there is a character limitation in the file name of documents uploaded to BidStamp. What is the maximum character?	The total number of characters for a file name aloud to upload documents in BidSTamp is 80.
447.	Company Establishment	Conf. 4/9/25	Could you please confirm what type of documentation vendors have to provide in "Company Establishment Formation Document"?	DIR cannot provide the exact name of the document you need to provide; DIR does not know your company formation/ Establishment category.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
448.	RFO/General	Conf. 4/9/25	Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Successful Respondent. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. If the service is a one-year subscription is there an option to pay after 30 days even though the full year service is not fully complete.	This is not a SaaS subscription solicitation. The DBITS scope is not for software subscription sales, this is covered under the Software Cooperative Contracts.
449.	Company Establishment	Conf. 4/9/25	We are a privately held organization. Requirement around "Company Articles of Incorporation or Formation" in Addendum 1. Since this a confidential information, we cannot share it over a public platform/portal and would request you to provide us with a dedicated email id we can share it directly.	A document showing your company's establishment is a required part of this solicitation, there is no need to share any confidential information regarding your company shareholders. Successful Respondents will consult their own legal counsel in regards how to present their confidential information and review the Terms and Conditions Public Information Act section as well. DIR is not responsible for any confidential information that is provided without following the correct protocol.
450.	References	Conf. 4/9/25	Can a Vendor use the subcontractor to fulfill the 3 references requirement?	No, these are references for projects your company has managed and accomplished. This is Not a Staffing Solicitation.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
451.	RFO/General	Conf. 4/9/25	Are there any state-specific certifications we need if we are not based in TX and haven't submitted to DBITS before?	There are no technical certifications required to respond to this solicitation, follow the requirements and scope of the RFO documents. Customers when soliciting services under a SOW may require certifications based on their own requirements. Respondents that are invited to negotiations must be register and active to do business in the State of Texas through the Texas Comptroller's Office and the Texas Secretary of State's Office.
452.	RFO/General	Conf. 4/9/25	In your Q & A release you stated the previous DBITS contract was awarded to 98 vendors. Out of how many overall submitters were the 98 awarded.	Respondents may submit a open records request to obtain this type of information.
453.	Evaluation	Conf. 4/9/25	To meet accessibility requirements, can offerors make slight modifications to Exhibits B and C (e.g., color contrast and table layout)?	Yes.
454.	Evaluation	Conf. 4/9/25	If you submit for multiple categories and one category fails, does the entire response fail and will one be approved for the remaining categories?	DIR will evaluate the responses and determine the award of categories. DIR will not disqualified a respondent for the entire response if they do not meet all the requirements for one category.
455.	D&B	Conf. 4/9/25	In addition to our company's D&B number must we also include a D&B report?	No, only the DUNS number is required to be provided under Exhibit A.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
456.	Company Establishment	Conf. 4/9/25	To confirm, if a vendor company was established in November 2020, will they be eligible for the Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP) category?	Yes, 2020 to 2025 is 5 years.
457.	Company Establishment	Conf. 4/9/25	Apologize if it is redundant or if i miss it - when you mention company establishment documentation, do you want a copy of our article of incorporation or what exactly is required?	Provide the company establishment official document whether it is a article of formation, incorporation or other type of establishment filed document.
458.	RFO/General	Conf. 4/9/25	Could you please clarify what all documents are to be submitted for courtesy review	The HUB Plan, the VADSIR and the PDAA.
459.	Registration	Conf. 4/9/25	Is Texas SOS registration required to submit a proposal, or can it be completed once the award is made? Can an out-of-state vendor, who doesn't have a Texas SOS registration, still submit a proposal?	Respondents do not need to be registered to do business in Texas to respond to this Solicitation. Registration is required to be active at the time of negotiations.
460.	RFO/General	Conf. 4/9/25	What will be the new due date for this opportunity?	May 7, 2025, at 2:00 PM

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
461.	Evaluation	Conf. 4/9/25	Is it possible for a vendor to only be awarded for some of the categories they propose? Or is the vendor response a "package" and it is all or nothing on whether they are awarded. For example, if we respond to categories 1,2, and 4 and DIR does not think we are as strong as other vendors in category 4. Could they award us only for categories 1 and 2 OR would they reject our total response because we were not strong enough in category 4.	The respondents' selection for this solicitation will not be determined by the number of categories being proposed. Therefore, a vendor may propose one or all categories.
462.	D&B	Conf. 4/9/25	On this same topic - Our city in D&B is not the same as what we use. It says Dayton, Ohio and we use Beavercreek, Ohio, both work for mail and such. I am having difficulty with D&B to make that change. The change was made in SAM. Will this create a non-match?	Yes, it will be consider a non-match, however DIR will reach out for clarifications.
463.	Scope	Conf. 4/9/25	Is the proof of cybersecurity training completion required at the time of submission, or only after contract award?	Cybersecurity Training may be required by the customer at the SOW solicitation, not at the Master Contract Level.
464.	Exhibit B and C	Conf. 4/9/25	Are we allowed to propose HUB contractors across multiple service categories within our submission?	This question is not clear enough for a direct answer. **If you are asking if you can use subcontractors experience to respond to the requirements of Exhibit B and C?** The answer is, a Respondent required experience needed for Exhibit B and C is in regard to your company not the subcontractors you have hired in the past 5 years and are listing in your HUB Plan.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
465.	RFO/General	Conf. 4/9/25	Will there be an extension?	This has been addressed in Addendum 3.
466.	RFO/General	Conf. 4/9/25	The Terms and conditions submitted in addendum 2 are about 20 pages longer than the terms and conditions that were previously submitted. Given that we need to obtain outside counsel to review these, along with the promise of an addendum 3 - is it possible to get an extension on the submission due date, or as an alternative will DIR consider exceptions to the contract terms and conditions post award?	This has been addressed in Addendum 3.
467.	Exhibit B and C	Conf. 4/9/25	Can we utilize the experience of our subcontracted key personnels?	The Exhibit B and C experience and skills requirements are to be in relation to your company not its Subcontractors.
468.	RFO/General	Conf. 4/9/25	Will Addendum 3 include the Q&As from Addendum 2?	No.
469.	D&B	Conf. 4/9/25	Where do we submit the evidence of financial stability (DUNS) score	You don't provide financial documents; Respondents will provide their company DUNS number through the Exhibit A response document. DIR will pull the D&B reports.
470.	Company Establishment	Conf. 4/9/25	If an RFO respondent has not been in business for 5 years, would a subcontractor on the HSP with 5 years of being in business and 3 years of providing the service be acceptable?	The Subcontractor Experience nor the years proving the same service will qualify a respondent to meet the company establishment requirements.
471.	RFO/General	Conf. 4/9/25	Will DIR please consider extending the RFO deadline?	This has been addressed in Addendum 3.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
472.	Scope	Conf. 4/9/25	The service is not SaaS, it is an annual subscription to support services. So, it's paid in advance just like it's done with the OEM software vendors like Oracle and SAP.	This Solicitation is not for the purchase of software, or SaaS subscription. The payment method or payment schedule for services under this Solicitation will be determined by the Customers SOW solicitation requirements.
473.	Scope	Conf. 4/9/25	We offer a 3rd party alternative to the software vendor, and it is not eligible for the Software RFO.	Software Licenses or 3rd party software **are not part of the scope** under this solicitation.
474.	D&B	Conf. 4/9/25	Is the D&B Score is same as "D&B Viability Score"?	DIR will use the SER report score to determine eligibility.
475.	Company Establishment	Conf. 4/9/25	Do you need the Certificate of Incorporation or Articles of Incorporation for a Texas corporation.	Yes, the company establishment document is required for all respondents in or out of state.
476.	RFO/General	Conf. 4/9/25	How many contracts were awarded per category for the last DBITS contract period?	Vendors should submit an Open Records Request for any data regarding the sales of contracts under the Previous RFO. https://texasdir.mycusthelp.com/WEBAPP/_rs/(S(0h5gzcwuv3vpxp05bsszxuui))/supporthome.aspx
477.	RFO/General	Conf. 4/9/25	About D&B Score- As you had mentioned about score of 9 - The only score I see relevant is "Viability Score". Is that what you are referring to?	DIR will use the SER report score to determine eligibility.
478.	RFO/General	Conf. 4/9/25	will you post this presentation?	The slide deck and recording link to the DIR YouTube Channel for this presentation has been provided under Addendum 3.

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
479.	Exhibit C	Conf. 4/9/25	In Addendum 1, the Exhibit C file name is defined but it says Attachments 1 and 2 should be labeled and uploaded separately. What do you want us to name those attachments?	XXX-593-Exhibit C - Attachment 1 and XXX-593-Exhibit C - Attachment 2
480.	D&B	Conf. 4/9/25	Our firm moved our headquarters office to a new location in March and we are still in the process of updating the address for the FEIN and DUNS numbers. If the FEIN and DUNS systems have not completed the update by the time we submit our DBITS proposal, will we be disqualified?	No, your response will not be disqualified for non-matching data. DIR will be reaching out for clarifications for any data discrepancies in the SER Report.
481.	Exhibit A	Conf. 4/9/25	If a submitting company is using a subcontractor that uses ex-DIR employees, do these ex-DIR employees need to be listed in the table in Exhibit A or does this only apply to the submitting company?	Yes, any state current and former employees will need to be disclosed.
Subject: The following questions are Respondents asking DIR to aid with "how to" answer or "how to interpret" a specific question from Exhibit B and C and direct scope specifications which does not apply to this solicitation." will not be answered. **Reason:** The procurement process **does not allow DIR** to provide aid to Respondents with how to answer or explain questions to them, as these are critical evaluation questions to determine if a Respondent has the ability to provide the services requested and meet the requirements of a DIR DBITS cooperative Contract. Also, there will not be any extensions granted to page limitations for responses.				
482.	Exhibit C	Q-1995a	RFO 593, Exhibit C - Marketing Support Plan, Question #4. "Describe your company's strategy for providing customer guidance and assistance with writing requirements and Scope of Work to eligible DIR Customers throughout the State of Texas." In this context does "guidance and assistance writing requirements" mean a) helping agencies (and others) draft the necessities that they wish to include in an RFP to be released under DBITS? OR b) working with agencies to complete requirements elicitation and definition post award during delivery of a DBITS project?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
483.	Exhibit C	Q-2006	Document: Exhibit C Section: PART 2? Post Project - Service Level Agreements and Customer Support Question #5 Question: Vendor would like DIR to define their understanding of "post-go-live." Is this after the engagement term or when the engagement begins? Describe your company's process to negotiate and establish a Service level Agreement (SLA) with Customers (no marketing materials, no website links) for post-go-live projects, including but not limited to...	
484.	Exhibit B	Q-2029	In Exhibit B, Section 5, should the respondent provide the teams with total years of experience providing the services or only the number of years the company has provided the services?	
485.	Exhibit C	Q-2032	Elsewhere in the RFO I believe it says the SLA has to go with the SOW response - which would answer the question of - when do you propose the SLA? However, there is no option for negotiating an SLA if it has to be provided WITH the SOW response. How should this be interpreted? Each of the rest of these bullets should also be part of a response to an SOW - yes? Further question - since a Project Management only engagement would be very different for an SLA from an application development engagement are you looking for a unique SLA for each of the 9 types of engagements under this RFO or just for a framework that could be used no matter which type of engagement is contracted with the end customer? Exhibit C, Part II, Section 5 Describe your company's process to negotiate and establish a Service level Agreement (SLA) with Customers (no marketing materials, no website links) for post-go-live projects, including but not limited to: When do you propose the SLA Performance Measurements Performance Monitoring How do you handle Additional Terms and Conditions Cost and multiple-year discounts Change Management Penalties Roles and Responsibilities Change.	
486.	Exhibit B	Q-2034	Exhibit B - Respondent History and Experience, Question #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 for each category to which you are Responding. (Customer Support Post Project Completion is the focus of this Question). Please elaborate on what is meant by "Customer Support Post Project Completion is the focus of this question". Do you want vendors to speak to the experience and qualifications of a) the people who will manage customer accounts OR b) the people who will oversee the DIR DBITS contract.	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
487.	Exhibit B	Q-2099	3.8.4. Response Files, page 43. Regarding Exhibit B: could DIR please clarify if, by team members dedicated to providing support to the DIR, they mean the personnel who will manage the execution of this contract or the personnel who will perform the requested services under each category? **Note: the RFO document does not have a page 43.**	
488.	Exhibit B	Q-2148	ESBD_397357_1740051631435_RFO593-Exhibit B Respondent History and Experience.docx Question number 4 In the context of the qualifications and experience of the team members dedicated to providing support. Please elaborate "Customer Support Post Project Completion is the focus of this Question". Can you please detail the scope of work for the customer support post project completion	
489.	Exhibit C	Q-2157	For Exhibit C, Question 3 - Does the contract marketing plan need to address each of the DIR Customer Channels listed? For example, does the marketing plan need to include a strategy for interacting with Texas State Agencies, with Public and Private Institutions of Higher Education, etc.?	
490.	Exhibit B	Q-2181a	Exhibit B Page 2, Q4 The language states: Customer Support Post Project Completion is the focus of this Question.? Can you clarify what is meant by? Customer Support Post Project Completion?? Should we include the qualifications of the team responsible for delivering the project (e.g., IV&V work), or are you specifically asking only for the qualifications of support personnel engaged after a project ends? In cases where there are no formal SLAs or ongoing support post-implementation, how should we approach this question?	
491.	Exhibit C	Q-2181b	In cases where there are no formal SLAs or ongoing support post-implementation, how should we approach this question?	
492.	Exhibit B	Q-2192	Exhibit B - Page 2 - Section 4 states "Customer Support Post Project Completion is the focus of this Question." How does DIR define this? The DBITS contract provides delivery-based services. Once the last delivery is complete, what uncontracted support does DIR expect to be provided to customers?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
493.	Exhibit C	Q-2194	Exhibit C - Page 1 - Question 4 states "Describe your company's strategy for providing customer guidance and assistance with writing requirements and Scope of Work to eligible DIR Customers throughout the State of Texas." Is this referring to procurement assistance services? If not, can DIR clarify what they mean here? As written, it could imply helping DIR Customers write a SOW to which the vendor would subsequently respond to, which would be a conflict of interest.	
494.	Exhibit C	Q-2195	Exhibit C - Page 3 - Question #3 - related to "POST" go-live support is N/A for companies that do not provide implementation services. Can you please make this question optional or not required for companies that do not perform application development? If not, please clarify how a company that does not provide implementation services should approach answering this question.	
495.	Exhibit C	Q-2196	Exhibit C - Page 3 - Question 2(d) and 2(e) are N/A for companies that do not provide implementation services. Can you please make this question optional or not required for companies that do not perform application development? If not, please clarify how a company that does not provide implementation services should approach answering this question.	
496.	Exhibit C	Q-2197	Exhibit C - Page 5 - Question (5) are N/A for companies that do not provide implementation services. Can you please make this question optional or not required for companies that do not perform application development? If not, please clarify how a company that does not provide implementation services should approach answering this question.	
497.	Exhibit C	Q-2198	Exhibit C - Page 4 - Attachment 2 to Exhibit C is N/A for companies that do not provide implementation services. Can you please make this question optional or not required for companies that do not perform application development? If not, please clarify how a company that does not provide implementation services should approach answering this question.	
498.	Exhibit B	Q-2213	Exhibit B, Question 4: Is it responsive to supply the qualifications and minimum experience levels for current personnel, based on availability, that we intend to use for each category?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
499.	Exhibit B	Q-2217	Exhibit B, Question 4, p 2 Exhibit B states that: 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 for each category to which you are Responding. (Customer Support Post Project Completion is the focus of this Question).? To ensure complete alignment in our response, can DIR further clarify what activities are included in? Customer Support Post Project Completion?	
500.	Exhibit B	Q-2227	RFO Reference: Attachment B, 4 Question: Does DIR want specific names and qualifications of the exact individuals providing support or should vendors submit generalized, role-based qualifications of the organization and departments?	
501.	Exhibit B	Q-2251	Exhibit B, Section 4, pg. 2 - Can you clarify how the statement "(Customer Support Post Project Completion is the focus of this Question)" relates to the beginning of this question? Do you want just the qualifications and experience of those providing support once the project is complete?	
502.	Exhibit C	Q-2262	Exhibit C Contract Marketing Customer Support Plan section Part 2 Post Project Service Level Agreements and Customer Support? and question #4 (? Describe how the Respondent will manage the contract??). Can you please clarify the statement "Also include the process for the transfer of subscriptions and other related services among the users of a DIR customer entity to ensure non interruption of services."? What subscriptions?? Can you provide an example of transferring subscriptions or services among users of a DIR customer entity?	
503.	Exhibit B	Q-2303-1	RFO Section: B.4, pg. 2 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 for each category to which you are Responding. (Customer Support Post Project Completion is the focus of this Question) (No marketing materials, no links to websites) Question #1: Please clarify that DIR is seeking our qualifications and experience in supporting our customers post implementation with ongoing maintenance and operations.	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
504.	Exhibit B	Q-2303-2	RFO Section: B.4, pg. 2 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 for each category to which you are Responding. (Customer Support Post Project Completion is the focus of this Question) (No marketing materials, no links to websites) Question #2: Please clarify if you are requesting qualifications and experience of specific team members or the project roles, we would use for post implementation support.	
505.	Exhibit C	Q-2304	RFO Section: Exhibit C Part 2, pg. 3 b. Provide names, titles, prior account management experience for current customer accounts, provide detail on the size and type of accounts being managed. No resumes. Question: Please clarify if DIR is requesting, we provide named resources for post project support across these 4 categories within this RFO response.	
506.	Exhibit B	Q-2310	RFO Exhibit B, Page 1, Question1: You ask for a description of the vendor's business model. What elements of a business model would you like to see described? Can we refer to other sections of the response (for example, refer to responses in Exhibit C forgo-to-market or customer service strategies) or does this response need to stand on its own?	
507.	Exhibit B	Q-2311	RFO Exhibit B, Page 1, Question 4: This question focuses on? Customer Support Post Project Completion? How is this different from the questions in Exhibit C? Part 2, Post project SLAs and Customer Support? Are you asking for clarity on warranty terms, structure maintenance contracts? Please clarify.	
508.	Exhibit C	Q-2312	RFO Exhibit C, Page 1, Part 1 Question 1: There is considerable overlap between Questions 1 and 3. On Q1, are you interested in our strategy to market to commercial sectors or SLED only? What would you like to see as an answer to Q1 that is not included in Q3?	
509.	Exhibit C	Q-2323	Exhibit B Question 4 Can DIR provide clarification on what is meant by? Customer Support Post Project Completion? with some examples?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
510.	Exhibit C	Q-2327	RFO Section: Exhibit C Part 2, pg. 3 Post Project - Service Level Agreements and Customer Support b.) Provide names, titles, prior account management experience for current customer accounts, provide detail on the size and type of accounts being managed. No resumes. Question: Please clarify if DIR is looking for vendor customer account details or individual staff customer account experience and details.	
511.	Exhibit B	Q-2331	Page 2 of 3, Exhibit B: Summary of Team Member Qualifications and Experience - Information is limited to three pages total; however, different teams may be assigned for each Service Category. Would it be acceptable to have 3 pages of team descriptions per Service Category?	
512.	Exhibit C	Q-2341	Regarding Attachment 1 to Exhibit C (Organizational Chart), could you please clarify the level of detail expected for the resources supporting this contract? For example, should we include named individuals or just roles/titles, and is it expected to reflect category-specific resources as outlined in Section 2 of the RFO?	
513.	RFO\General	Q-2343	Could you please clarify how many resources are expected to be identified per service category, given that the exact resource needs would ultimately depend on the specific Statements of Work (SOW) issued in the future?	
514.	Exhibit C	Q-2349	Could you please clarify what specific details are expected in Attachment 2 to Exhibit C regarding the breakdown of service levels?	
515.	Exhibit C	Q-2351	Is this attachment mandatory? Additionally, if we are not offering bundled services, could you please clarify what details are still required in the breakdown of service levels for Attachment 2 to Exhibit C	
516.	Exhibit C	Q-2377	Exhibit C Contract Marketing and Customer Support Pla; page 3; requirement 4) include the process for the transfer of subscriptions and other related services among the users of a DIR customer entity to ensure non interruption of services. Could you please elaborate on this requirement, confirm what subscription is being transferred? Is this applicable to this DBITS solicitation?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
517.	Exhibit C	Q-2378	Exhibit C Contract Marketing and Customer Support Plan; page 4. Is the following section applicable to this DBITS solicitation as the scope of work yet to be determined? How is it possible to provide service levels for unknown work. If required, could you please elaborate on how a respondent should answer this question without the scope of works being known? Provide and label as Attachment 2 to Exhibit C a breakdown service levels being proposed. Respondents may provide links to URL sections as appropriate to convey the full service provided. If Respondent is proposing? bundled services? please include an example of what this would include. The service levels should include A. On-board times; B. Types of resources included (i.e.: frameworks, guides, portals); C. Tracking communications; and D. Follow-up process and timelines.	
518.	Exhibit C	Q-2392	Clarification to the Attachment 2 on Exhibit C on page 4 Is "service levels" the same as the four "Service Categories" we are proposing?	
519.	Exhibit B	Q-2394	In reference to the requirement under the Customer Support Post Project Completion section (Exhibit B, Page 2 #4) which states: ?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 for each category to which you are responding,? will DIR provided clarification on whether the response must include the names and individual qualifications of each specific staff member assigned to provide support, or if it is acceptable to provide a summarized overview of the qualifications and representative experience associated with the roles (e.g., Project Manager, Business Analyst, Developer) without identifying individual team members by name.	
520.	Exhibit B	Q-2403	Exhibit B, page 2, section 4) What format are you looking for in this section? Do you want example resumes, or are you looking for skills and numbers of skills, or some other format that shows capabilities in various project types? And is this about how we are providing support for existing DIR projects, or how we would provide them for future projects.	
521.	Exhibit C	Q-2422	Is Vendor supposed to have an "Attachment 3 - Service Level Agreement" completed for each DBITS engagement we have with a customer?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
522.	Exhibit C	Q-2425	Can DIR elaborate on what is meant in Exhibit C on page 4 regarding attachment 2 to Exhibit C?	
523.	Exhibit B	Q-2426	In Exhibit B on page 1, is there a specific format that DIR is looking for when it comes to providing a summary of respondent's experience? I know it mentions focusing on projects over the last 5 years but curious as to DIR's formatting preference?	
524.	Exhibit C	Conf. 4-9-25	Marketing Plan PART 2 – Post Project - Service Level Agreements and Customer Support - As the specifics of these items would be developed as part of the response/negotiation (if applicable), is DIR looking for a general strategy respondents will employ when addressing these questions?	
525.	Exhibit C	Conf. 4-9-25	Marketing Plan PART 2 – Post Project - Service Level Agreements and Customer Support - This section addresses post go-live in several questions, including questions 3 and 5. Generally, these questions would apply to projects with ongoing maintenance requirements as opposed to a DBITS project that has a finite beginning and end date. How does DIR envision post go-live support in the DBITS environment?	
526.	Exhibit C	Conf. 4-9-25	Marketing Plan, Part 1, question 4: Describe your company's strategy for providing customer guidance and assistance with writing requirements and Scope of Work to eligible DIR Customers throughout the State of Texas. – Generally, with DBITS, companies respond to SOWs already completed by the customer. How does DIR envision companies working on SOWs in advance of the competitive process?	
527.	Exhibit B	Conf. 4-9-25	Exhibit B, Team Member Qualifications, are you looking for the vendor's ability to deliver the services to clients, or manage the DBITS contract?	
528.	Exhibit B	Conf. 4-9-25	Can you clarify what you are expecting to see for Exhibit B, Team Member Qualifications? Addendum 2, answer to question 15 provided conflicting information, stating both that you are looking for resources during the project and after the process.	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
529.	Specifications Not Applicable	Q-2057	For ERP services, are there any preferred ERP platforms or vendors (Oracle, SAP, Microsoft Dynamics, etc.) that DIR agencies commonly use?	
530.	Specifications Not Applicable	Q-2125	Is the estimated budget meant for all the vendors collectively? If so, what is the allocated budget for each vendor?	
531.	Specifications Not Applicable	Q-2126	If a vendor exhausts their assigned budget, can the purchase order (PO) be extended with additional funds?	
532.	Specifications Not Applicable	Q-2127	Are the vendors allowed to subcontract at the Task Order Level?	
533.	Specifications Not Applicable	Q-2128	How many departments will benefit from the MSA? Could you please share the list of those departments?	
534.	Specifications Not Applicable	Q-2132	Categories of Services Please elaborate on the technology stack that will be included in each categories of Service in scope of work. Please share the ticket volumetrics for ticket analysis under Application maintenance scope of work.	
535.	Specifications Not Applicable	Q-2135	Response Documents Will Texas DIR consider onshore / Near Shore / Offshore models during execution of the Projects? If yes, please share details on VPN access for remote working and relevant process and procedures.	
536.	Specifications Not Applicable	Q-2136	Exhibit C Contract Marketing Customer Support Plan.docx Can you please elaborate on how the projects are assigned to selected supplier.	
537.	Specifications Not Applicable	Q-2137	1.3.8 Information for Current DBITS Contract Holders Are there any transition or discovery calls that can be made with existing incumbent supplier within Texas DIR who is managing current applications post contract awarded?	
538.	Specifications Not Applicable	Q-2139	1.2 purpose Could DIR kindly provide an overview of the expected projects, including estimated cost, project frequency and required resource capacity. This will help the respondent be more prepared.	
539.	Specifications Not Applicable	Q-2140	2.2 Category of Services Are there any specific pain points in your current application landscape that you would like addressed?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
540.	Specifications Not Applicable	Q-2141	2.2 Category of Services Please explain the current process of system downtimes with minimum disruptions during release management / upgrades or periodic maintenance windows or day light saving time changes?	
541.	Specifications Not Applicable	Q-2142	2.2 Technology Upgrade What are your expectations from a vendor in terms of managing change during technology transformation?	
542.	Specifications Not Applicable	Q-2143	2.2 Category of Services Are there any compliance, security, or regulatory requirements we should be aware of?	
543.	Specifications Not Applicable	Q-2144	2.2 Category of Services What are your key business drivers for IT application development and transformation initiatives?	
544.	Specifications Not Applicable	Q-2145	2.2 Transformation Initiatives How do you typically evaluate and prioritize technical upgrades or migrations?	
545.	Specifications Not Applicable	Q-2146	2.2 Application Maintenance Please let us know if there are predefined processes that the vendor needs to follow, or if there is room for proactive problem-solving. This could include quick fixes or root cause analysis leading to long-term solutions. Additionally, are there predefined standards for enhancements, or can the vendor propose their own solutions?"	
546.	Specifications Not Applicable	Q-2147	2.2 Troubleshooting. Maintaining legacy applications What challenges are current incumbent faced while maintaining and supporting legacy applications?	
547.	Specifications Not Applicable	Q-2149	How does the state want to see pricing structured?	
548.	Specifications Not Applicable	Q-2169	Is there any incumbent for this opportunity? Are existing providers of requested services eligible to participate in the project?	
549.	Specifications Not Applicable	Q-2172	Has the agency allocated any budget for this opportunity?	
550.	Specifications Not Applicable	Q-2175-1	Q1- How will DIR allocate work among multiple contract holders? Is there a rotation system, or will customers select vendors independently?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
551.	Specifications Not Applicable	Q-2175-10	Q10- In the area of Business Intelligence (BI), what specific BI tools or platforms are commonly used by DIR Customers? (Example: Power BI, Tableau, Qlik, SAS etc.) (Page 15, Section 2.2.1)	
552.	Specifications Not Applicable	Q-2175-11	Q11- For Data Management, what are the common data governance, data quality, and data security requirements that DIR Customers typically have? (Page 15, Section 2.2.2)	
553.	Specifications Not Applicable	Q-2175-12	Q12- Could DIR provide insights on the typical data warehouse architecture or technologies used by DIR Customers? (Page 15, Section 2.2.2)	
554.	Specifications Not Applicable	Q-2175-13	Q13- Are there any specific requirements or preferences for data analytics techniques or tools? (Page 15, Section 2.2.2)	
555.	Specifications Not Applicable	Q-2175-14	Q14- Could DIR elaborate on the expectations for 'Business Analytics and Reporting (BAR)'? Are there specific reporting tools or formats that are preferred? (Page 15, Section 2.2.2)	
556.	Specifications Not Applicable	Q-2175-15	Q15- For IT Assessments and Planning, are there any specific frameworks or standards that DIR Customers expects vendors to adhere to? (Example: NIST, ISO) (Page 17, Section 2.2.3)	
557.	Specifications Not Applicable	Q-2175-16	Q16- In regard to Independent Verification and Validation (IV&V), what types of projects or systems typically require IV&V services from DIR Customers? (Page 17, Section 2.2.3)	
558.	Specifications Not Applicable	Q-2175-17	Q17- For Market Research, what types of market analysis or research reports are DIR Customers typically seeking? (Example: technology trends, vendor assessments) (Page 17, Section 2.2.3)	
559.	Specifications Not Applicable	Q-2175-18	Q18- While the RFO mentions PMBOK Guide and Agile, are there any specific project management methodologies or frameworks that DIR Customers prefer or commonly use? (Page 18, Section 2.2.4)	
560.	Specifications Not Applicable	Q-2175-19	Q19- What are the typical project management tools that DIR Customers utilize? (Example: Microsoft Project, Jira, ServiceNow) (Page 18, Section 2.2.4)	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
561.	Specifications Not Applicable	Q-2175-20	Q20- In regard to Agile development, training, and coaching, are there specific certifications or experience levels that DIR Customers expect from project team members? (Page 18, Section 2.2.4)	
562.	Specifications Not Applicable	Q-2175-21	Q21- Could DIR elaborate on how 'Texas Project Delivery Framework' is typically applied in projects? (Page 18, Section 2.2.4)	
563.	Specifications Not Applicable	Q-2175-23	Q23- What level of TX-RAMP certification is required for services involving state systems/data? (Page 22, Section 2.7)	
564.	Specifications Not Applicable	Q-2175-25	Q25- Does DIR provide a list of approved cybersecurity training programs, or must vendors use any specific certifications? (Example: CISSP, CompTIA Security+ etc.) (Page 30, Section 3.6.4)	
565.	Specifications Not Applicable	Q-2175-26	Q26- Could DIR clarify the process for Customers to negotiate service level agreements (SLAs) and additional terms and conditions with Successful Respondents? (Page 41, Section 4.4)	
566.	Specifications Not Applicable	Q-2175-27	Q27- How will DIR handle contract modifications (Example: scope changes, pricing adjustments) after award, particularly for multi-year contracts? (General)	
567.	Specifications Not Applicable	Q-2175-2b	What is the expected frequency, volume, and turnaround time for task orders?	
568.	Specifications Not Applicable	Q-2175-3	Q3- What are the key performance indicators (KPIs) that DIR will use to measure the success of the DBITS contracts?	
569.	Specifications Not Applicable	Q-2175-34	Q34- Is there any specific qualification criteria for this RFQ? (Qualification Criteria)	
570.	Specifications Not Applicable	Q-2175-4	Q4- Are there any priority on specific emerging technologies (e.g., AI, Quantum Computing, Cybersecurity, Application Development Services etc.) that DIR Customers are particularly interested in? If so, could you please provide more details?	
571.	Specifications Not Applicable	Q-2175-5	Q5- Can we get insights on the approved yearly budgets for the specific departments or DIR Customers who are likely to purchase through this RFP?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
572.	Specifications Not Applicable	Q-2175-6	Q6- Could you please share insights on the current ERP systems used by the DIR Customers? (Example: Microsoft Dynamics 365, SAP, Oracle, Workday etc.) (Page 15, Section 2.2.1)	
573.	Specifications Not Applicable	Q-2175-7	Q7- Within Application Development category, could you highlight the specific platforms, languages, or frameworks that DIR Customers currently use? (Example: Java, .NET, Python, PHP etc.) (Page 15, Section 2.2.1)	
574.	Specifications Not Applicable	Q-2175-8	Q8- For Application Maintenance and Support, what are the typical service level agreements (SLAs) that DIR Customers require? (Example: response times, uptime) (Page 15, Section 2.2.1)	
575.	Specifications Not Applicable	Q-2175-9	Q9- Does DIR have any specific requirements or preferences for Agile frameworks (Example: Scrum, Kanban, Safe) or is there any certification requirements with regards to Agile? (Page 15, Section 2.2.1)	
576.	Specifications Not Applicable	Q-2200	Has TX DIR already identified a population of IV&V controls / tasks that they would consider evaluating during and IV&V project? (for instance, Planning, Project Management, Quality Management, Training, etc.) Or will it be the responsibility of the Consultant to bring their list of IV&V controls / tasks?	
577.	Specifications Not Applicable	Q-2201	Does TX DIR require each IV&V project to assess the same set of control / tasks? Or does each IV&V project have a customized IV&V scope based on the nature of the system development, acquisition, and/or implementation?	
578.	Specifications Not Applicable	Q-2202	How many IV&V assessments are typically performed on an annual basis?	
579.	Specifications Not Applicable	Q-2203	What is the average duration and total hours of an IV&V project?	
580.	Specifications Not Applicable	Q-2204	Does TX DIR distribute IV&V reports outside of their organization?	
581.	Specifications Not Applicable	Q-2205	Does TX DIR have a standard IV&V report format? Or will it be the responsibility of the Consultant to bring their IV&V report template?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
582.	Specifications Not Applicable	Q-2206	Does TX DIR require an IV&V report presentation to an oversight board or committee?	
583.	Specifications Not Applicable	Q-2210a	Can the DIR provide any significant changes in business expected in the upcoming years that could impact business?	
584.	Specifications Not Applicable	Q-2210b	What are the DIR's primary business drivers and current pain points?	
585.	Specifications Not Applicable	Q-2220	Section 2.2.3 - Page 17, Are performance metrics or reporting formats standardized or defined by DIR for IV&V and IT assessments?	
586.	Specifications Not Applicable	Q-2228	Section 2.2.1 - Page15, What is the existing technology stack for mainframe, server, and web-based applications?	
587.	Specifications Not Applicable	Q-2229	Section 2.2.1 - Page 15, What are the preferred programming languages, frameworks, and platforms?	
588.	Specifications Not Applicable	Q-2230	Section 2.2.1 - Page 15, What database technologies are in use (e.g., DB2, Oracle, SQL Server, NoSQL)?	
589.	Specifications Not Applicable	Q-2231	Section 2.2.1 - Page 15, What DevSecOps and CI/CD tools are currently in place or expected to be implemented?	
590.	Specifications Not Applicable	Q-2232	Section 2.2.1 - Page 15, Are there existing APIs, microservices, or middleware components that need to be managed?	
591.	Specifications Not Applicable	Q-2233	Section 2.2.2 - Pag 16, What are the key data sources (ERP, CRM, legacy systems, IoT, cloud storage, databases, APIs)?	
592.	Specifications Not Applicable	Q-2234	Section 2.2.2 - Pag 16, Are there existing data warehouses, if so, what is the preferred data warehousing approach (on-prem, cloud, hybrid)?	
593.	Specifications Not Applicable	Q-2235	Section 2.2.2 - Pag 16, Which BI tools are currently used, or is there a preference?	
594.	Specifications Not Applicable	Q-2236	Section 2.2.2 - Page 16, Are there any AI/ML-driven automation goals?	
595.	Specifications Not Applicable	Q-2255-13	13. If awarded, will vendors be guaranteed any minimum volume of business under the DBITS contract? (Main RFO, Section 2.1, Page 7)	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
596.	Specifications Not Applicable	Q-2255-15	15. Does DIR provide a vendor portal dashboard for tracking quotes, orders, and contract compliance? (Main RFO, Section 3.2, Page 8)	
597.	Specifications Not Applicable	Q-2292	8. Can vendors propose alternative tools or methodologies if they provide enhanced efficiency and cost savings while meeting PWS objectives?	
598.	Specifications Not Applicable	Q-2374	Are there any preferred cloud platforms (AWS, Azure, GCP) for hosting applications under this contract? Will data management services require integration with existing state government databases or systems? Is there a preference for Agile, DevOps, or other specific software development methodologies? Is the pricing model fixed-cost, time & material, or performance-based? Are there any constraints or caps on subcontracting IT services? What are the state-mandated accessibility standards for IT solutions under this contract? Are vendors expected to conduct third-party security audits or internal audits for compliance verification? What ETL/ELT tools are preferred (Informatica, Talend, Azure Data Factory, DBT)? What are the data volumes and velocity expectations (real-time, batch processing)? Will big data frameworks be needed (Hadoop, Spark, Databricks)? Is the financial statement required with the proposal response? Can a commercial client be used as a reference?	
599.	Specifications Not Applicable	Q-2419	RFO Document, Page 9, 1.2, B.b. - How does DIR plan to improve efficiency in customer procurement processes around DBITS? Historically that has been one of our biggest obstacles to sales (DBITS being a harder pathway for agencies to procure from than other vehicles (TSS, ITSAC, etc.))	
Subject: Attachment 1- Sample Contract **Answer:** The following questions regarding Attachment 3 were addressed with Addendum 2 revised form. Plus, the contract documents will be finalized during negotiations.				
600.	Sample Contract	Q-2024c	Q2 For Page 7 of Attachment 1 Sample Contract Template, section 10.2- While reviewing the Attachment 1 Sample Contract Template we noticed that Appendix D, which contains the Service Agreement referenced in section 10.2, is not included. Could you please share a copy of Appendix D at your earliest convenience?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
601.	Sample Contract	Q-2024d	Q3 For Page 8 of Attachment 1 Sample Contract Template, section 10.3 - While reviewing the Attachment 1 Sample Contract Template we noticed that Appendix E, which contains the Master Operating Lease Agreement referenced in section 10.3 Page 8, is not included. Could you please share a copy of Appendix D at your earliest convenience?	
602.	Sample Contract	Q-2024e	Q4 For Page 8 of Attachment 1 Sample Contract Template, section 10.3 - While reviewing the Attachment 1 Sample Contract Template we noticed that Appendix F, which contains the Master Lease Agreement referenced in section 10.4 Page 8, is not included.	
603.	Sample Contract	Q-2024f	Q5 For Page 5 of Attachment 1 Sample Contract Template, section 7 - While reviewing the Attachment 1 Sample Contract Template we noticed mention of Warranty Policies referenced in section 7 Page 5, is not included. Could you please share these Warranty policies at your earliest convenience?	
604.	Sample Contract	Q-2276	Attachment 1 Sample Contract Template, Page 5-6, Section: Changes to Prices Question: Does DIR intend to allow price escalation over the term of the contract due to inflation or labor rate increases, or must the pricing remain fixed?	
605.	Sample Contract	Q-2366	Attachment 1 Sample Contract Template 1.3 Order of Precedence A.4 Appendix C, Pricing Index Can you confirm that hourly rates or pricing are not required to be submitted for this DBITS RFO for the resulting contract?	
606.	Sample Contract	Q-2367	Attachment 1 Sample Contract Template 5 Pricing I thought Pricing is not to being requested for this RFO and the resulting contract. How should we adhere to this contract term?	
607.	Sample Contract	Q-2368	Attachment 1 Sample Contract Template "7. Internet Access to Contract and Pricing Information 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; " Is this contract term applicable to this RFO? I read that pricing is not being requested for this contract. How should we adhere to this contract term?	
608.	Sample Contract	Q-2370	Use of Order Fulfillers Can you explain what Order Fulfillers are for this RFO?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
609.	Sample Contract	Q-2371	Software License Agreement I thought Software was out of scope for this RFO. How should we adhere to this contract term?	
610.	Sample Contract	Q-2372	11. Conflicting or Additional Terms The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), I though Software was out of scope for this RFO. How should we adhere to this contract term?	
Subject: Attachment 2 Standard Terms and Conditions **Answer:** Respondents will need to complete Exhibit A1 in accordance with the RFO instructions**.** DIR will not provide legal advice or interpretation of standard contract terms and conditions. If you have questions regarding contract terms and conditions, please confer with your legal counsel.				
611.	3.1.3.B Public Information Act	Q-2154	Page 38, Section 3.13 Public Information. Can the State clarify which document respondents should use to identify redacted sections and provide detailed justifications for these redactions?	
612.	4.2(b) Modification of Contract Terms	Q-2221	RFO Reference: Appendix A, 4.2 (b) Modification of Contract Terms and/or Amendments, p. 7 Question: If the changes to the Contract allowed pursuant to Section 4.2 (B) causes a substantial increase in price, would the Successful Respondent be entitled to a change order reflecting that increase?	
613.	5.2 Ownership	Q-2222	RFO Reference: Appendix A, 5.2 Ownership; 11 Question: If the Customer and a Successful Respondent wish to change the ownership or licensure of IP based on the specific relationship, can they do so in a Purchase Order?	
614.	5.2 Ownership	Q-2223	RFO Reference: Appendix A, 5.2 Ownership; p. 11 Question: If the Customer and a Successful Respondent wish to change or expand the right to use certain data in certain circumstances, to train AI for example, can they do so in a Purchase Order?	
615.	10.1 and 10.2 Indemnification	Q-2224	RFO Reference: Appendix A, 10 Successful Respondent Responsibilities, p. 23 If the Customer and a Successful Respondent wish to change the indemnification provisions found in 10.1 and/or 10.2, can they do so in a Purchase Order?	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
616.	13. Warranty	Q-2226	RFO Reference: Appendix A, 13 Warranty; p.36 Question: The warranty language found in section 13 is broad. If the Customer and a Successful Respondent wish to better define the warranties provided, exclude certain warranties, lengthen the warranty period, and/or add circumstances where the client can void the warranty, can they do so in a Purchase Order?	
617.	5. Intellectual Property	Q-2275	Page 10 - 14, Appendix A, Section 5 - Intellectual Property Matters Question: Section 5 of the Standard Terms includes broad intellectual property rights transfer clauses. Can DIR clarify if these apply only to custom-developed solutions, or also to COTS platforms and proprietary tools used to deliver services?	
618.	5. Intellectual Property	Q-2302	Attachment 2 Standard Terms and Conditions (12-11-23) Page: 10 - 14, Appendix A, Section 5 - Intellectual Property Matters Question: Section 5 of the Standard Terms includes broad intellectual property rights transfer clauses. Can DIR clarify if these apply only to custom-developed solutions, or also to COTS platforms and proprietary tools used to deliver services?	
619.	3.1.3.B Public Information Act	Q-2305	RFO Section: 3.1.3.B, pg. 38 Public Information B. If a Respondent believes that its Response, or parts of its Response, may be exempted from disclosure under Texas law, Respondent must submit both a redacted and unredacted copy of its Response. In the unredacted copy, Respondent must specify page-by-page and line-by-line the parts of the Response that it believes are exempt. Respondent may not mark their 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. Question: Please confirm we may provide a wholly written unredacted response that contains proprietary and non-proprietary information, with the proprietary sections marked and a separate list identifying those items with the corresponding justification.	

#	RFO Section/ Subject	REF #	Vendor Question	DIR Answer
620.	9.2.1 Reporting	Q-2384	ATTACHMENT 2 STANDARD TERMS AND CONDITIONS 9.2.1 Reporting Responsibility A. Each month, Successful Respondent shall report all products and services purchased under the Contract. Successful Respondent shall file monthly reports to include monthly sales reports, subcontract reports, and pay the DIR Administrative Fees in accordance with the due dates specified in this Section.	
621.	3.1.3.B Public Information Act	Q-2390	Regarding ESBD_397357_1740051465787_RFO DIR-CPO-TMP-593 DBITS 2-20-25.docx, Section 3.8.3.2 - 3.8.3.3 (page 32): Will DIR keep all vendor client references and related information confidential?	
622.	Redacted Forms	Conf. 4/9/25	Per the RFO - "Respondent must submit both a redacted and unredacted copy of its Response. In the unredacted copy, Respondent must specify page-by-page and line-by-line the parts of the Response that it believes are exempt." Can DIR clarify how they would like to see the "page-by-page" and "line-by-line" justifications? Should we upload an attachment with our proposal that details the redactions?	
Subject: Attachment 3 SOW **Answer:** This is a sample document It does not need to be completed by category or submitted with your response. Customers are the ones responsible for the SOW development.				
623.	Attachment 3	Q-2150	Do we need to complete one? Attachment 3? for each category we are responding to? As opposed to one. Attachment 3? for our entire response inclusive of all categories?	
624.	Attachment 3	Q-2151	Is pricing required in any other portion of the RFO outside of Attachment 3?	
625.	Attachment 3	Q-2152	Do we have to submit a? Sample SOW? per category we are responding to?	
626.	Attachment 3	Q-2158	Is the SOW template the official document used for creating an SOW or can we work with the project client to create our own SOW?	
627.	Attachment 3	Q-2373	Attachment 4 Sample SOW (DBITS) 11.5 Pricing .... Vendor should provide firm with fixed pricing. Table Chart The table chart indicates unit, unit price and extended amount. Can you confirm that hourly rate is not considered as a unit price in this table?	

Exhibit A

RFO DIR-CPO-TMP-593

Deliverables Based Information Technology Services (DBITS)

Respondent Information

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

Please ensure the Legal Entity Name and Address exactly match the name and address associated with the DUNS Number provided or contact Dun and Bradstreet with corrections prior to responding to this RFO.

1) A) Legal Entity Name: _____

   B) Company "friendly" Name (DBA): _____

   C) Parent Company Name (if applicable)_____

2) DUNS Number: _____

   Legal Entity Address_____ City:_____

   State:_____Zip Code:_____

3) Federal Employer Identification Number (FEIN) _____

4) Comptroller of Public Accounts Respondent Identification Number (Franchise Tax Registration): _____

5) Principal place of business (Corporate Address)

   Address_____

   City:_____

   State:_____

   Zip Code:_____

6) 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.

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

Name: _____

Address _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

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

Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

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

Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

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

☐Yes ☐No

11) Year of incorporation: _____

12) Exceptions

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

A. DIR expects each Respondent to comply with the requirements of this RFO as written. Respondents are encouraged to not request exceptions or optional term formats to standard contract terms and conditions.

B. However, if Respondent cannot comply with a provision, term, or condition specified in the RFO, Respondent may request exceptions through the RFO Exhibit A1 Exceptions Table, pursuant to the format and instructions outlined in this section. Failure to abide by those instructions may result in DIR rejecting all exceptions submitted by the Respondent.

C. **Caution:** DIR reserves the right to exclude a Respondent based upon the quality and substance of any exception(s). Respondent's Response may be disqualified if exceptions are excessive, if exceptions are to non-negotiable terms, or if exceptions are submitted in an invalid format. Material deviations (including excessive, additional, inconsistent, conflicting, or alternative terms) may render the Response non-responsive and may result in rejection of the bid. Exceptions submitted without a legally sustainable reason will not be considered.

D. If Respondent **fails to note any exception, Respondent will not be allowed to request an exception later in the procurement process**. No new exceptions will be considered after negotiations or Contract award.

E. DIR, in its sole discretion, may or may not accept Respondent's requested exceptions.

F. If there are no exceptions, Respondent shall explicitly state in the Exhibit A1 Exceptions Table that the Respondent takes no exception to any part of the RFO and submit this form as part of your response.

G. This section contains the format for Respondents to complete Exhibit A1, note any exception to any standard provision, term, or condition specified in the RFO. **Respondents should note that DIR expects each Respondent to comply with the requirements of this RFO as written.** An explanation as to why the Respondent **cannot** comply with the provision, term, or condition **and** why the proposed alternative language **must** be included in the Response. Examples of non-responsive explanations include:

1. Referring to 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.

H. Exhibit A1- Exceptions **must include**:

1. RFO document title, section number, and section title;
2. Explanation as to why Respondent cannot comply with the term or condition; and
3. Proposed alternate language (redline).

I. Refer to Exhibit A1 for these instructions, 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.

J. **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.

13) 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.

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.

14) 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.

Respondents must maintain evidence of financially stable company with a Duns and Bradstreet SER Score of 8 or less before a contract can be awarded.

15) Statement of Compliance

A. Checklist for the RFO

1. The following checklist is provided for the convenience of Respondents in their Response preparation process. It is not intended to represent an exhaustive list of the mandatory requirements for this RFO. Respondents must ensure that all mandatory requirements for this RFO are met, even if they are not included in this checklist.
2. A completed checklist shall not be binding on DIR's administrative review for compliance with the mandatory Response contents specified in this RFO. As step one of the evaluation process, DIR will review all Responses to ensure compliance with the mandatory Response contents 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 Schedule of Events of this RFO. No late Responses will be reviewed.

RESPONSE CHECK LIST	
Item	**Check**
Responses must be submitted through BidStamp VIS Portal	☐
Mandatory Response Contents	
Exhibit A: Respondent Information Form (this document) – **MUST BE SIGNED**	☐
Exhibit A1: Exceptions - Any Exceptions requested or Affirmative Statement that Respondent takes no Exceptions	☐
Exhibit B: Respondent History and Experience	☐
Exhibit C: Contract Marketing and Support Plan	☐
Exhibit D: HUB Subcontracting Plan (HSP) (be sure to download the latest form from the Texas Comptroller's website)	☐
Exhibit F: Respondent Release of Liability	☐
Exhibit G: Policy Driven Adoption for Accessibility (PDAA) Form	☐
Exhibit H: Vendor Accessibility Development Services Information Request (VADSIR)	☐
HUB Subcontracting Plan (HSP) – MUST BE COMPLETED and SIGNED	☐
Signed Addenda to the RFO	☐
Company Articles of Incorporation or Formation	☐

B. **Certification Statement**

The undersigned hereby certifies on behalf of *insert company's legal name here* that **RFO-DIR-CPO-TMP-593** has been read and understood. In submitting its Response *insert company's legal name here* represents to DIR the following:

1. Respondent is capable of providing the products and services as described in the RFO;
2. Respondent is offering true and correct pricing and discounts for the products and services;
3. Respondent agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
4. as of the date of signature below, Respondent is not listed in the prohibited Respondents list authorized by Executive Order #13224, "Blocking Property and

Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control;

5. Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration;
6. Respondent certifies, under Texas Government Code, Sections 2155.004 and 2155.006, that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate;
7. Respondent certifies that, to the extent applicable to this scope of this RFO, Respondent is in compliance with Health and Safety Code, Chapter 361, Subchapter Y, related to the Computer Equipment Recycling Program, and the 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, 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. Under Section 231.006, Family Code, the Respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

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; Respondent certifies that upon notification of contract award, the names and social security numbers of each person with at least 25% ownership of the business entity shall be provided.

12. Respondent agrees to comply with Texas Government Code, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas;

13. 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:_____

14. 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;

15. 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;

16. Respondent certifies that if a Texas address is shown as the Principal Place of Business in **Exhibit A, Respondent Information Form**, Respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part I, Chapter 20;

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

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

18. Respondent certifies that there:

    ☐ have been canceled contracts in the past five (5) years. If "have" is checked, Respondent must complete and submit Exhibit A, Attachment 1

    ☐ have not been canceled contracts in the past five (5) years.

    If "have not" is checked, Respondent shall include a statement certifying that they have had no canceled contracts in the past five (5) years.

    Statement: _____

    _____

19. 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.

20. Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

    (a) Listed in Section 889 of the 2019 National Defense Authorization Act;
    (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or
    (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or
    (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

_____

Signature of Officer or Agent empowered to contractually bind the Respondent **(REQUIRED)**

_____

Title

_____

Date

<END OF EXHIBIT A>

Exhibit A

1 ATTACHMENT 1

List of Respondent's Cancelled Contracts

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

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

RESPONDENT NAME: _____

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

Department of Information Resources

Request for Offer

DIR-CPO-TMP-593

Deliverables Based Information Technology Services (DBITS)

Exhibit E Vendor References

VENDOR REFERENCE
Deliverables Based Information Technology Services (DBITS)
Request for Offer DIR-CPO-TMP-593
REFERENCE DEADLINE TO DIR: No later than May 7, 2025, 2:00 PM

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill out and return directly to DIR at the following email address: rfodir-cpo-tmp-593@dir.texas.gov

This portion is to be completed by the Vendor requesting reference information

_____

Vendor Name_____
Insert Type of* Product/Services Category *(e.g., Software) _____
Prime Contractor _____
Subcontractor(s) _____
Dates of Performance: Starting Date _____ **Ending Date** _____
Total Est. Contract Dollar Amount $_____

_____

This portion to be completed by the Customer providing reference and returned to DIR at rfodir-cpo-tmp-593@dir.texas.gov

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

Please provide your opinion by rating the following:

Quality of Solicitation Services

1. Have you purchased any Services from this Vendor in the past five (5) years?	☐Yes	☐No			
2. Vendor's ability to provide the products or services in a timely manner?	☐0	☐1	☐2	☐3	☐N/A
3. Vendor's knowledge of and ability to answer questions about the products?	☐0	☐1	☐2	☐3	☐N/A
4. Vendor's ability to resolve problems?	☐0	☐1	☐2	☐3	☐N/A

Cost

5. Timely, current, accurate & complete invoices.	☐0	☐1	☐2	☐3	☐N/A

Timeliness of Performance

6. Adherence to delivery schedule (major tasks, milestones)	☐0	☐1	☐2	☐3	☐N/A

Business Relations & Customer Satisfaction

7. Effectively communicated with customer management & staff.	☐0	☐1	☐2	☐3	☐N/A
8. Vendor personnel (professional, cooperative & flexible).	☐0	☐1	☐2	☐3	☐N/A
9. Vendor's attitude toward customer service	☐0	☐1	☐2	☐3	☐N/A
10. Overall Satisfaction with Vendor	☐0	☐1	☐2	☐3	☐N/A

11. Can you describe the Post Project Completion Support Services Received from this Vendor?

_____

_____

Comments: (Please use additional page if necessary)

_____

_____

In your opinion, should this Vendor be used again for Services? ☐Yes ☐No

In your opinion, should this Vendor be recommended to others? ☐Yes ☐No

Rater's Name:_____ Date:_____

Organization:_____

Title:_____

Phone Number:_____ Fax Number:_____ Email address:_____

Vendor Reference Evaluation
Scoring

Excellent (3)			
There are no quality problems.	There are no cost issues.	There are no delays.	Responses to inquiries, technical, service, and administrative issues are effective and responsive.
Satisfactory (2)			
Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is usually effective and responsive.
Marginal (1)			
Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Cost issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is somewhat effective and responsive.
Unsatisfactory (0)			
Nonconformances are compromising the achievement of contract requirements.	Cost issues are compromising performance of contract requirements.	Delays are compromising the achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is not effective and responsive.

Exhibit F
RESPONDENT RELEASE OF LIABILITY
DIR-CPO-TMP-593
Deliverables Based Information Technology Services (DBITS)

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

To company providing the reference:

Enter name of company providing the reference here

You are hereby requested to provide a business reference for:

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

to the: Texas Department of Information Resources Solicitation Evaluation Team

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

Signed the _____day of _____, 20____.

_____
(Respondent Signature)

_____
(Respondent Printed Name)

_____
(Respondent Title)