



Department of Information Resources

**Request for Offer
DIR-TSO-TMP-266**

Cloud Services

Issued: February 10, 2017

Initial Responses Due: March 21, 2017

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

Table of Contents

1.	INTRODUCTION.....	1
1.1.	Purpose.....	1
1.2.	Background	1
1.2.1	Information Technology Acquisition.....	1
1.2.2	Texas Government Code, Section 2157.068	2
1.2.3	Cost Avoidance Performance Measures	3
1.2.4	Cost Recovery.....	3
1.2.5	Historical Sales	3
1.2.6	Current Contract	3
2.	SCOPE.....	3
2.1.	Services	3
2.2.	Threshold and SOW Requirements.....	7
2.3.	Electronic and Information Resources (EIR) Accessibility	7
2.4.	Form of Contract	8
3.	GENERAL INFORMATION.....	9
3.1.	Point of Contact.....	9
3.2.	Contact with DIR Staff.....	9
3.3.	Anticipated Schedule.....	9
3.3.1	RFO Schedule.....	9
3.3.2	Vendor Conference	10
3.3.3	Written Questions and Official Answers.....	10
3.4.	Historically Underutilized Businesses	11
3.4.1	HUB Subcontracting Plan.....	11
3.4.2	HUB Continuing Performance	12
3.4.3	HUB Resources Available	12
3.5.	Vendor Qualifications	12
3.5.1	Authorized Vendors.....	12
3.5.2	Federal Requirements	13
3.5.3	Vendor Performance and Debarment	13
3.5.4	Required Vendor and Subcontractor Current and Former State	

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

Employee Disclosures	13
3.6. Response Deadline and Submission Requirements	14
3.6.1 Official Timepiece	14
3.6.2 Hand Delivery of Responses	14
3.6.3 United States Postal Service Delivery of Responses	14
3.7. Response Format and Contents	14
3.7.1 Submittal Address and External Packaging of Response.....	14
3.7.2 Number of Copies.....	14
3.7.3 Mandatory Response Contents.....	15
3.7.4 References.....	16
3.7.5 Accessibility of Electronic Response Documents.....	17
3.8. Rejection of Responses	17
3.9. Right to Amend or Withdraw RFO	17
3.10. Pre-agreement Costs	17
3.11. Ownership of Responses.....	17
3.12. Public Information	17
4. EVALUATION, NEGOTIATIONS, AND AWARD.....	18
4.1. Evaluation of Responses	18
4.2. Evaluation Criteria	18
4.2.1 Pass/Fail Criteria.....	18
4.2.2 Weighted Evaluation Criteria	19
4.3. Oral Presentations, Best and Final Offer.....	19
4.4. Negotiations	19
4.5. Award of Contract.....	19
4.6. Vendor Protest Procedures.....	19
Exhibit A - Vendor Information Form	
Exhibit B – Vendor History and Experience	
Exhibit C – Contract Support Plan	
Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan	

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

1. Introduction

1.1. Purpose

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

As a result of this RFO, DIR expects to receive and evaluate responses and select one or more qualified Vendors with whom to enter into negotiations. Section 4 of this RFO contains more information regarding the response evaluation and Vendor selection process. DIR reserves the right to award more than one contract from this RFO. All contracts awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.

As a result of this RFO, DIR expects to create a contractual vehicle that satisfies statewide procurement requirements for Cloud Services Contracts and improves the efficiency of the procurement process by shortening the time required to procure Cloud Services.

As part of DIR's initiatives to identify strategic sourcing opportunities, DIR reserves the right to make a single award or multiple awards as determined by DIR to achieve the highest overall value to the state.

1.2. Background

1.2.1 Information Technology Acquisition

Through its Cooperative Contracts Program, DIR assists state agencies and local governments (Customers) with cost-effective acquisition of their information resources by negotiating, managing, and administering contracts with information technology providers. Customers include any Texas state agency, unit of local government, or institution of higher education as defined in Texas Government Code, Section 2054.003; the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code; those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Texas Government Code, Chapter 771; any local government as authorized through Texas Government Code, Chapter 791; the Interlocal Cooperation Act; the state agencies and political subdivisions of other states as authorized by Texas Government Code, Section 2054.0565; and for non-telecommunications IT Commodity products and services, "assistance organizations" defined in Texas Government Code, Section 2175.001.

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

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

services. Customers place orders with and issue payments directly to the Vendors participating in the Co-op Contracts Program. Subject to DIR rights set forth in Sections 3.8 and 3.9 of this RFO, DIR will award and negotiate base contract documents with Vendors as a result of this RFO. Customers contact the Vendor for product and/or services and pricing information, negotiate their own service level agreements and additional terms and conditions, if any, and send their purchase orders (with the DIR contract number) and payments directly to the participating awarded Vendor, not to DIR. Information regarding the Co-op Contracts Program is located on DIR's Web site at <http://dir.texas.gov/View-About-DIR/Pages/Content.aspx?id=41>.

1.2.2 Texas Government Code, Section 2157.068

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.

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 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 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.

Technology services do not include telecommunications services. Any service awarded under the TEX-AN Next Generation Procurement, RFO number DIR-TEX-AN-NG-001 is excluded. The following services were awarded under the TEX-AN Next Generation Procurement: Long Distance Services, Internet Services (including SOHO), Voice over Internet Protocol (VoIP), Local Voice Service, Wireless Service, Fixed Satellite and Access and Transport.

Institutions of higher education, K-12, and local governments are not required to purchase IT commodities from DIR, but may do so voluntarily. Information regarding Texas Government Code §2157.068, including processes and guidelines, is located on DIR's Web site at: <http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=25>.

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

1.2.3 Cost Avoidance Performance Measures

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

1.2.4 Cost Recovery

DIR recovers the costs of negotiating, executing, and administering the Co-op Contracts through an administrative fee. DIR is authorized to charge a reasonable administrative fee to all customers per Section 2157.068(d) of the Texas Government Code. The administrative fee must be included in the Vendor's price to the customer and paid to DIR by the Vendor. The fee has been set at a not-to-exceed level of 2.00% by the current appropriations act of the State Legislature. For the purposes of responding to this RFO, the administrative fee of 0.75% shall be used in calculating the pricing specified in Bid Package 2. DIR may change the administrative fee at any time during a contract term. DIR will notify Vendors of any change in the administrative fee.

1.2.5 Historical Sales

Contracts negotiated and managed through the Cooperative Contracts Program resulted in over \$5 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.

Segment	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015
State Agency	\$455,460,076	\$552,851,512	\$540,992,334
Local Government	\$375,975,089	\$440,057,047	\$435,281,746
Higher Education	\$323,669,370	\$347,972,211	\$392,983,106
K-12	\$627,118,706	\$702,166,977	\$677,234,650
Assistance Org	\$12,441,403	\$12,630,866	\$11,414,524
Out of State	\$1,382,907	\$1,968,304	\$11,571,065
Total FY	\$1,796,047,551	\$2,057,646,918	\$2,069,477,425

1.2.6 Current Contract

DIR currently has multiple contracts with Cloud Services Vendors to provide the Cloud Services. The volume of products sold through the contracts since fiscal year 2014 was approximately \$7.3M.

2. Scope

2.1. Services

Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266

DIR intends to contract to provide Cloud Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

DIR intends to contract with Vendors to provide Cloud Services Contracts for Customer use. These Cloud Services follow the National Institute of Standards and Technology (NIST) definition of cloud computing found in NIST Special Publication 800-145. Each DIR Customer determines when cloud services are appropriate for their business needs and identify the precise services to be utilized, then create plans for implementing cloud.

The resulting Cloud Services Contracts awarded pursuant to this RFO will provide DIR Customers with access to cloud service models and deployment models that meet the five essential characteristics of cloud computing. Those essential characteristics are:

On-demand self-service. A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service provider.

Broad network access. Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, tablets, laptops, and workstations).

Resource pooling. The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.

Rapid elasticity. Capabilities can be elastically provisioned and released, in some cases automatically, to scale rapidly outward and inward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.

Measured service. Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.

Service models within scope of this RFO include:

Cloud Infrastructure as a Service (IaaS). The capability provided to the consumer (DIR Customer) is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications, and possibly

Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266

limited control of select networking components (e.g., host firewalls).

Cloud Platform as a Service (PaaS). The capability provided to the consumer (DIR Customer) is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Cloud Broker. A cloud broker is an entity that manages the use, performance and delivery of cloud services, and negotiates relationships between cloud providers and cloud consumers. A cloud broker acts as the intermediary between consumer and provider and will help consumers through the complexity of cloud service offerings and may also create value-added cloud services.

Miscellaneous as a Service (MaaS) This category should be used to describe cloud service offerings that do not meet the definition for Broker, IaaS or PaaS as defined above. Offerings in this category must comply with Texas Government Code, section 2157.068 (see section 1.2.2 above). Offerings that do not meet the characteristics of section 1.2.2 cannot be considered for award. DIR expects that the services offered in this category will align with essential characteristics identified in section 2.1., understanding that not all essential characteristics will apply to all services offered. This category, while untraditional in today's marketplace, is intended to allow innovation in the consumption of technology services when leveraging cloud delivery models. DIR reserves the right to reclassify an offering in this category to one of the other categories in scope for this RFO if DIR deems a different category better describes a service offering.

Deployment models within scope of this RFO include:

Private cloud. The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.

Community cloud. The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.

Public cloud. The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.

Hybrid cloud. The cloud infrastructure is a composition of two or more distinct

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds).

Each Vendor will demonstrate its qualifications and experience for each Cloud Category for which it intends to respond.

The resulting Cloud Services Contracts awarded pursuant to this RFO will allow Vendors to respond to Statements of Work (SOWs) from DIR Customers to perform services in the Cloud Categories described in this section. At a minimum, each SOW will describe the deliverables, the acceptance criteria for the deliverables and the service levels. The Sample SOW format is shown in Bid Package 7, Sample Statement of Work.

This solicitation is not for Software as a Service (SaaS). SaaS was previously solicited by DIR on RFO Number DIR-TSO-TMP-225 Software including SaaS Products and Related Services, which was issued on February 27, 2015. This solicitation is not for Cloud Assessment services. Cloud Assessment Services was previously solicited by DIR on RFO Number DIR-TSO-TMP-253 for Deliverables Based IT Services (DBITS), which was issued on August 4, 2016. This solicitation is not for Hardware, Software, and Related Services.

Any Vendor responding to this RFO must submit specific pricing for the services requested herein. For the purposes of obtaining pricing and evaluating the responses to this RFO, the Services shall be priced and discounted as contained in the Excel spreadsheet attached as "Bid Package 2" to the posting for this RFO, requisition number DIR-TSO-TMP-266, on the Electronic State Business Daily, <http://esbd.cpa.state.tx.us/>. All Cloud Services within the scope of this RFO (Infrastructure as a Service, Platform as a Service, Miscellaneous as a Service and Cloud Broker) may be made available through a Contract.

Vendors must respond as follows to the "Bid Package 2" spreadsheet. Failure to respond as instructed may result in Vendor's offer being disqualified from further evaluation.

Any Vendor responding to this RFO must submit responses to questions requested herein in the Microsoft Word document attached as "Bid Package 3, Sample Engagements and Vendor Qualifications" to the posting for this RFO, requisition number DIR-TSO-TMP-266, on the Electronic State Business Daily, <http://esbd.cpa.state.tx.us/>.

DIR is not soliciting Cloud Services for the agency. DIR establishes statewide master contracts for use by DIR eligible customers. DIR competitively bids for information technology products and services.

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

Customers that are mandated and funded to use the existing fully-managed infrastructure services provided by the Statewide Technology Center (STC) Data Center Services (DCS) per §2054.052, Texas Government Code are required to submit a request for exemption

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

from the Texas Data Center Services. DIR, in its capacity as manager of the Data Center Services program, works with agencies to promote the use of the services, and where applicable, to determine if an exemption to any component of the program is warranted.

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

2.2. Threshold and SOW Requirements

The dollar value of Statements of Work is capped by any applicable statutory limitations. State Agency Customers (not including institutions of higher education), must adhere to the requirements of Senate Bill 20 (84R) relating to DIR Cooperative Contracts. Senate Bill 20 (SB20) requires state agencies to adhere to the following purchasing thresholds:

Threshold Requirements for IT Commodities (Hardware, Software and Services)

Contract Value	Number of DIR Vendors
\$50,000 or less	May award directly to DIR Vendor of choice
More than \$50,000 but not more than \$150,000	Three (or all DIR Vendors in a category with less than three vendors)
More than \$150,000 but less than \$1 million	Six (or all DIR Vendors in a category with less than six vendors)
More than \$1,000,000	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

In addition, state agencies procuring more than \$50,000 worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

Threshold and SOW review and signature processes do not apply to Institutions of higher education, K-12, local governments, assistance organizations, or out-of-state customers.

2.3. Electronic and Information Resources (EIR) Accessibility

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes [1 TAC 206](#), [1 TAC 213](#), and [WCAG 2.0 AA](#) as applicable, and when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Accordingly, **all Vendors must submit completed VPAT form (Bid Package 7) or links to completed VPATs located on manufacturer websites for each proposed product or product family prior to an award for the proposed product or product family.** Instructions on how to complete a VPAT® can be found on [DIR's website](#).

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

Vendors claiming that a proposed product or family of products is exempt from accessibility requirements must use the VPAT form to: (1) specify each exempt product or product family and indicate "Not Applicable" in the "Supporting Features" column of the Summary Table; (2) provide an explanation in the "Remarks" column of Summary Table. Documentation for EIR Accessibility includes all that apply:

- For Consumer Off the Shelf (COTS) products, including Software as a Service (SAAS), a completed, accurate Voluntary Product Accessibility Template (VPAT) for each product or service included in the submitted pricelist.

Vendors who do not already have accessibility documentation should complete the form located here: <http://www.itic.org/public-policy/accessibility>. Vendors that claim their products are exempt from accessibility requirements must present that position to DIR as a question during the question and answer period of the solicitation.

- For non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.): Vendors should complete the [Vendor Accessibility Development Services Information Request](#) which documents the Vendor's capability or ability to produce accessible electronic and information resources.

All vendors **must** complete the Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment (Bid Package 8).

2.4. Form of Contract

2.3.1 Sample Contract and Terms; Negotiation 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 shall be included in any awarded contract are contained in the sample *Contract for Services* attached as "Bid Package 3" and the *Standard Terms and Conditions for Services Contracts* attached as "Bid Package 4" to the posting for this RFO, requisition number DIR-TSO-TMP-266, on the Electronic State Business Daily, <http://esbd.cpa.state.tx.us/>.

2.3.2 Proposed Changes and Exceptions **[Caution: Vendors' Responses may be disqualified if their exceptions are excessive, or if they except to non-negotiable terms, as described below.]** Item 10 of Exhibit A contains the format for Vendor to note any exception to any provision, term, or condition specified in the *Contract for Services* and *Standard Terms and Conditions for Services Contracts*. Vendor should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 10 of Exhibit A. **Vendors may request exceptions to standard contract terms and conditions; however (1) where noted, exceptions to certain terms and conditions will not be allowed. If Vendor is unable to comply with these provisions, the Vendor's response may be subject to disqualification from further consideration for this solicitation. (2) the number and significance of exceptions taken may negatively impact the Vendor's score at evaluation (See Section 4.2 for evaluation criteria) and (3) DIR in its discretion may or may not**

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

accept the Vendor's requested exceptions, and (4) material deviations (including excessive, additional, inconsistent, conflicting or alternative terms) may render the Offer non-responsive and may result in rejection of the bid. An explanation as to why the Vendor cannot comply with the provision, term, or condition and proposed alternative language **must** be included in the response. If Vendor fails to note any exception, Vendor will not be allowed to request an exception upon award or at some later date.

DIR anticipates a contract term of two years with two, one-year optional extensions to be exercised by DIR at its discretion. In the event of prolonged contract negotiations due to the number and/or significance of exceptions taken, lack of Vendor responsiveness or other failure to close contract negotiations that are not due to a failure on the part of DIR, DIR may in its discretion offer Vendor a shorter contract term.

DIR reserves the right to make changes to the *Contract for Services* or the *Standard Terms and Conditions for Services Contracts* if it is in the best interest of the State to do so. Should this occur prior to the award of any contracts as a result of this RFO, any Vendors selected for negotiations will be notified.

3. General Information

3.1. Point of Contact

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

Carrie Cooper
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Phone: 512-936-2353
Fax: 512-936-6896
Internet: carrie.cooper@dir.texas.gov

3.2. Contact with DIR Staff

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section 3.1 will not discuss the contents of this RFO with any 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.

3.3. Anticipated Schedule

3.3.1 RFO Schedule

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

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

Date/Time	Activity
February 10, 2017	Publish RFO on Electronic State Business Daily
February 22, 2017 2:00 pm (CT)	Optional Vendor Conference
February 23, 2017 2:00 pm (CT)	Deadline for submitting questions
March 21, 2017 2:00 pm (CT)	Deadline for DIR to receive Vendor references
March 8, 2017	Deadline for posting answers to questions on the ESBD
March 21, 2017 2:00 pm (CT)	Deadline for submitting Responses to RFO
March 22, 2017 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

3.3.2 Vendor Conference

An optional Vendor Conference will be held on the date and time specified in RFO Section 3.3.1 above at the location listed below. Please bring a copy of the RFO to the Vendor Conference, as DIR will only supply a limited amount of copies.

William P. Clements – State Office Building
300 West 15th Street
Room Number - 103
Austin, Texas 78701

Webinar Information

A webinar will be held on the date and time specified in RFO Section 3.3.1 above. To reserve a webinar seat, register at:

<https://attendee.gotowebinar.com/register/8540277728782985218>

DIR will also provide Vendors the opportunity to submit written questions at the conference. All questions submitted at the conference must reference the appropriate RFO page and section number. Although DIR may provide tentative responses to questions at the conference, responses are not official until they are posted as an addendum to this RFO on the Electronic State Business Daily, <http://esbd.cpa.state.tx.us/>. DIR reserves the right to amend answers prior to the offer submission deadline.

3.3.3 Written Questions and Official Answers

Vendors shall submit all questions regarding this RFO by fax, e-mail, or in writing to the Point of Contact listed in Section 3.1. **Questions regarding this RFO will be accepted until the date and time specified above in Section 3.3.1, RFO Schedule.** Note: Texas observes Daylight Savings Time. Official answers will be posted as an addendum to this RFO, requisition number DIR-TSO-TMP-266, on the Electronic State Business Daily (ESBD), <http://esbd.cpa.state.tx.us/>. DIR reserves the right to amend answers prior to the offer submission deadline.

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

Any addenda and/or amendment to this procurement solicitation will be posted as an addendum on the Electronic State Business Daily. It is the responsibility of interested parties to periodically check the ESD for updates to the procurement prior to submitting a bid. Respondent's failure to periodically check the ESD will in no way release the selected Vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFO.

3.4. Historically Underutilized Businesses

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.

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, Subchapter F, and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), 34 TAC, Chapter 20.

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. Vendors who meet the qualifications are strongly encouraged to apply for certification as HUBs.

3.4.1 HUB Subcontracting Plan

DIR has determined that subcontracting is probable under any contract awarded as a result of this RFO. **The HUB Goal for this RFO is 26%. ALL VENDORS RESPONDING TO THIS RFO, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBs. THE HSP MUST BE INCLUDED AS PART OF THE RESPONSE TO THIS RFO. FAILURE TO COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.** The State's Policy on Utilization of Historically Underutilized Businesses and HSP forms are attached to this RFO as Exhibit C. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond. Note that Vendors must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

performed as subcontractors to the Vendor for more than five years. If the Vendor does not plan to subcontract, Vendor must state that fact in their plan. An original, signed paper copy of the HSP must be submitted in an envelope that is separate from the rest of the proposal. The completed plan shall become a part of the contract that may be awarded as a result of this RFO.

3.4.2 HUB Continuing Performance

Any contracts awarded as a result of this RFO shall include reporting responsibilities related to HUB subcontracting. Awarded Vendors may not change any subcontractor without submitting a revised HUB Subcontracting Plan (HSP). Any change to a subcontractor and revised HSP must be approved in writing by DIR prior to implementation.

3.4.3 HUB Resources Available

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

3.5. Vendor Qualifications

3.5.1 Authorized Vendors

Vendors who respond to this RFO must be one of the following:

- 1) Vendor who will sell directly to Customers through a Co-op Contract. Any proposing Vendor who is not the Manufacturer/Publisher must supply a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products to the agencies and political subdivisions of the State, including institutions of higher education, and may sell such products under the terms and conditions of the DIR Contract, in support of Vendor's proposal. Signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**
- 2) Vendor who will execute a Co-op Contract with DIR and designate one or more qualified dealers or resellers (Order Fulfillers) to sell directly to Customers on its behalf. The Vendor may also sell directly to Customers. The Vendor may also sell directly to Customers. Vendors responding to this RFO must supply a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products to the agencies and political subdivisions of the State, including institutions of higher education, and may sell such products under the terms and conditions of the DIR Contract, in support of Vendor's proposal. Signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

3.5.2 Federal Requirements

- 1) State agencies are prohibited from doing business with terrorists and terrorist organizations. Any Vendor listed in the prohibited Vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control (Terrorism List) shall not be awarded a Contract as a result of this RFO. Any Vendor awarded a Contract as a result of this RFO must agree that if at any time during the term of the contract the Vendor is listed on the Terrorism List, the Vendor shall promptly notify DIR. As part of DIR's contract management, periodic checks will be performed to ensure any Vendor awarded a contract as a result of the RFO remains in compliance with these Federal Requirements. DIR shall have the absolute right to terminate the contract without recourse in the event Vendor becomes listed on the Terrorism List.
- 2) Should any Vendor or its principals awarded a Contract as a result of this RFO 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 Vendor's contract will be terminated without recourse.
- 3) Vendor 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.

3.5.3 Vendor Performance and Debarment

In accordance with 34 TAC, Chapter 20, Subchapter C, any Vendor that is debarred from doing business with the State of Texas will not be awarded a contract under this solicitation. The list of debarred Vendors is located on the CPA Web site at:

http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/

3.5.4 Required Vendor and Subcontractor Current and Former State Employee Disclosures

Vendor shall disclose, for itself and on behalf of all of its Subcontractors, in its response to Section 17 of Exhibit A to the RFO, all of the following:

- 1) Any current or former employees of Vendor who will spend 20% or more of their time on a contract resulting from this RFO and are current or former employees of DIR within the past five (5) years;
- 2) Any proposed Vendor personnel assigned to work directly on any Contract to arise from this RFO 20% or more of their time who are related within two 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
- 3) Vendor will certify that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

head of a state agency. If Section 669.003 applies, Vendor 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 Vendor, and Date of Employment with Vendor.

3.6. Response Deadline and Submission Requirements

Vendors are invited to submit responses in accordance with the requirements outlined in this document. Responses must be received by DIR on or before **2:00 pm (CT) on March 9, 2017. No late responses will be reviewed.** Responses must be hand-delivered or mailed to the submittal address listed in Section 3.7.1. No facsimile or e-mail responses shall be accepted.

3.6.1 Official Timepiece

The clock in the DIR Purchasing Office at 300 W. 15th Street, 13th Floor, Room 1335, is the official timepiece for determining compliance with the deadline. All responses will be date and time stamped when received by the Purchasing Office on the 13th floor.

3.6.2 Hand Delivery of Responses

All Vendors and courier delivery service personnel will be required to check in at the security desk on the 1st floor at 300 W. 15th Street. Therefore, it is advised that Vendors allow extra time for building security check-in if hand-delivering responses or using a courier delivery service. DIR will not be responsible for delays associated with building security compliance.

3.6.3 United States Postal Service Delivery of Responses

Delivery of responses via United States Postal Service is acceptable. However, responses must be received, not post-marked, by the response deadline and, due to the State's mail processing procedures, this method may cause a delay in delivery to the DIR Purchasing Office. DIR will not be responsible for any delays associated with this method of delivery.

3.7. Response Format and Contents

3.7.1 Submittal Address and External Packaging of Response

Responses should be addressed to:

Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Attn: Carrie Cooper

The external packaging of the response must reference "RFO DIR-TSO-TMP-266" and must include the name and address of the Vendor submitting the response.

3.7.2 Number of Copies

Each Vendor must submit the complete response as follows:

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

1. One (1) signed original (clearly marked) of the complete response, including one (1) signed original of the HUB Subcontracting Plan;
2. One (1) signed original of the HUB Subcontracting Plan in a separate envelope;
3. Four (4) USB Flash drives (**clearly marked with Vendor name**) containing the following;
 - a) Three (3) USB Flash drives containing an electronic folder labeled "Complete Vendor Response" that shall contain the entire Vendor's response.
 - b) One (1) USB Flash drive containing a labeled electronic folder with any and all response materials, which Vendor asserts are confidential or proprietary*; and a labeled electronic folder containing all non-proprietary/confidential and non-copyrighted materials in the Vendor's response* (redacted copy for public release).

* If Vendor's response does not contain such materials, then USB Flash drive for these items are not required. DIR will release the non-proprietary/confidential and non-copyrighted version if DIR receives a Public Information Request. Unless Vendor specifically identifies proprietary, confidential or copyrighted material as required, DIR will assume all information is available for public disclosure.

Paper responses must be bound in a 3-ring binder and the cover of the binders must reference "DIR-TSO-TMP-266" and include the name and address of the responding Vendor.

Each USB Flash drive must be clearly marked as to its contents. **The response materials on each USB Flash drive must be compatible with Microsoft Office.** All materials must be submitted in an editable format (e.g., Microsoft Word, Microsoft Excel). Do not submit electronic materials in PDF format. If there are any disparities between the contents of the printed response and any of the response materials on USB Flash drives, the contents of the signed original printed response will take precedence.

NOTE: USB Flash drive(s) must be securely fastened to the 3-ring binder.

3.7.3 Mandatory Response Contents

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

1) Vendor Information – Exhibit A of this RFO

This form must be filled out in its entirety and signed by an officer or agent empowered to contractually bind the Vendor. Vendors Response should offer information to support its capability to provide the services requested in this RFO. **Attachments 1 and 2 must be completed and submitted with the response if applicable per Item 21, Canceled Contracts.**

2) Vendor History and Experience - Exhibit B of this RFO

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

3) Contract Marketing and Support Plan – Exhibit C of this RFO

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

4) HUB Subcontracting Plan Forms – Exhibit D of this RFO

All Vendors, **INCLUDING THOSE WITH HUB DESIGNATION AND THOSE THAT DO NOT PLAN TO USE SUBCONTRACTORS**, must submit a HUB Subcontracting Plan. HUB Subcontracting Plan Forms are provided in Exhibit C. Refer to Section 3.4 for more information regarding HUB subcontracting. **Note: For the purposes of the HUB Subcontracting Plan, Order Fulfillers designated by a manufacturer or publisher to sell directly to Customers on its behalf are considered subcontractors. The paper copy of the HSP must be submitted in a separate envelope.**

5) Services Pricing – Bid Package 2

Vendor shall provide a detailed description and the specific pricing for any services that Vendor is proposing to offer in response to this RFO. Services should be listed in the Excel spreadsheet that is attached as "Bid Package 2" to the posting for this RFO, requisition number DIR-TSO-TMP-266 on the Electronic State Business Daily, <http://esbd.cpa.state.tx.us>. Vendor shall provide specific pricing for the services applicable to their response.

6) Sample Engagements and Vendor Qualifications – Bid Package 3

Vendor shall provide complete responses to the questions listed in the Microsoft Word document that is attached as "Bid Package 3" to the posting for this RFO, requisition number DIR-TSO-TMP-266, on the Electronic State Business Daily, <http://esbd.cpa.state.tx.us>.

7) Software License Agreements and/or Service Agreements

Vendor shall provide any Software License Agreements and/or Service Agreements that are applicable to the services Vendor is proposing. These Agreements must, at a minimum, allow and provide for inclusion of the terms and conditions of the *Contract for Products and Related Services* (Bid Package 3) and the *Standard Terms and Conditions for Products and Related Services Contracts* (Bid Package 4).

8) Policy-Driven Adoption for Accessibility – Bid Package 8

Vendors must provide the PDAA form (Bid Package 8) as requested in Section 2.3, Electronic and Information Resources (EIR) Accessibility, of this RFO.

3.7.4 References

Vendor must send the Vendor Reference Questionnaire (See Bid Package 6) to three (3) companies or government agencies. Instructions are included in Bid Package 6. DIR is not responsible for undeliverable e-mails or for non-responsive references. If DIR does not receive a vendor reference, Vendor will receive a score of "0" for that reference. Include all requested information. References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation. The Vendor Reference Questionnaire form must be submitted

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

directly from the reference to DIR. The Vendor may not submit the reference form to DIR. Should this occur, the reference will be scored with a zero (0).

3.7.5 Accessibility of Electronic Response Documents

Vendor response documents should be submitted in a format that is accessible to people with disabilities. This can include, but is not limited to accessible Office or other productivity document suite. The submission of scanned documents is discouraged.

3.8. Rejection of Responses

DIR has sole discretionary authority and reserves the right to reject any and all responses received as a result of this RFO. Responses that do not comply with the mandatory submission requirements shall 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.

3.9. Right to Amend or Withdraw RFO

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

Any changes or additional information regarding this RFO will be posted as an addendum to requisition number DIR-TSO-TMP-266 on the Electronic State Business Daily, <http://esbd.cpa.state.tx.us/>. It is the responsibility of Vendors to monitor the web site for addenda. Vendor's failure to periodically check the ESBD will in no way release the vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

3.10. Pre-agreement Costs

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

3.11. 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 Vendor's response does not eliminate this right.

3.12. Public Information

DIR is a government agency subject to the Texas Public Information Act. Responses submitted to DIR as a result of this RFO are subject to release as public information after contracts are executed or if the procurement is terminated. Vendor may not mark its

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

complete proposal “copyrighted” or mark every page as proprietary or confidential but if a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response that it believes are exempt. In addition, the Vendor must specify which exception(s) are applicable and provide detailed reasons substantiating the exception(s).

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

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

4. Evaluation, Negotiations, and Award

4.1. Evaluation of Responses

DIR will review proposals to determine responsiveness to this RFO. All determinations about responsiveness to this RFO are final. All proposals determined to be responsive will go through a financial review overseen by the Chief Financial Officer’s (CFO’s) office. **The financial review is a pass/fail determination that is final.** Only proposals that receive a passing grade will proceed to the Evaluation Committee. DIR will establish an Evaluation Committee to review all responses that have not been rejected. At any time during the evaluation process, DIR may ask any or all Vendors to elaborate on or clarify specific points or portions of their response. DIR’s request and Vendor’s response shall be in writing. Once initial evaluation of responses has been completed, the Evaluation Committee shall turnover the tabulated scores to the DIR purchasing office and shall conclude their duties.

4.2. Evaluation Criteria

4.2.1 Pass/Fail Criteria

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

1. DUNS Number and report is a Pass/Fail review conducted by the Finance Group (Exhibit A, Item 12)
2. Compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov’t Code. Respondents may fail this selection criterion for any of the following conditions:
 - a. A score of less than 90% in the Vendor Performance System;
 - b. Currently under a Corrective Action Plan through the CPA, Having repeated negative Vendor Performance Reports,
 - c. Having purchase orders that have been cancelled in the previous 12 months for non-performance (including but not limited to late delivery, etc.).
3. Completion of HUB Subcontract Plan (Exhibit D).

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

4.2.2 Weighted Evaluation Criteria

The criteria and weight to be used in determining the best value for the State are as follows:

- 45% - Sample Engagements and Vendor Qualifications (Bid Package 3)
- 25% - Pricing
- 20% - Vendor's plan for supporting the Contract and Vendor's history and experience in providing the products and services requested. (Exhibit B & C)
- 10% - Vendor's Customer references. (Bid Package 6)

Vendors will be evaluated on performance under existing and prior contracts for similar products or services and the evaluation may include consideration of Vendor performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.108(b).

4.3. Oral Presentations, Best and Final Offer

DIR in its discretion shall make the determination whether to request oral presentations and/or engage in the Best and Final Offer process. Both oral presentations and the Best and Final Offer process, if held, will also be scored.

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 Sections 4.1 and 4.3 above, DIR staff shall determine the number of Vendors with which it will start contract negotiations. In its discretion, DIR shall terminate contract negotiations when DIR determines that the best value for the State has been obtained. Then the staff will recommend award of one or more contracts to DIR Executive Management.

4.5. Award of Contract

DIR Executive Management shall make the decision to award any contracts, if in the best interest of DIR and the State to do so. The decision of Executive Management on any award is final. Any award for this RFO shall be posted under requisition number DIR-TSO-TMP-266 on the Electronic State Business Daily, <http://esbd.cpa.state.tx.us/>, upon execution of a contract with one or more Vendors. 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.

Any Contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.

4.6. Vendor Protest Procedures

Any Vendor 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->

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

[Vendors/Pages/Content.aspx?id=21.](#)

END OF RFO

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

**Exhibit A
Vendor Information**

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

- 1) Company Name: _____
- 2) Comptroller of Public Accounts Vendor Identification Number: _____
- 3) Principal place of business
Address:
City:
State:
Zip Code:
- 4) Facility responsible for servicing the contract
Address:
City:
State:
Zip Code:
- 5) Contact Person regarding Vendor's response to the RFO
Name:
Address:
City, State, Zip:
Phone Number:
Fax:
Email:
- 6) Contact Person responsible for contract negotiation
Name:
Address:
City, State, Zip:
Phone Number:
Fax:
Email:
- 7) Indicate whether or not your company is a certified Historically Underutilized Business (HUB) with the State of Texas by the CPA.
_____Yes _____No
- 8) Provide the year in which your company was created/incorporated.
- 9) Vendor must send the Vendor Reference Questionnaire (See Bid Package 6) to three (3) companies or government agencies. Instructions are included in Bid Package 6. DIR is not responsible for undeliverable e-mails or for non-responsive references. If DIR does not receive a vendor reference, Vendor will receive

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

a score of "0" for that reference. Include all requested information. References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation. The Vendor Reference Questionnaire form must be submitted directly from the reference to DIR. The Vendor may not submit the reference form to DIR. Should this occur, the reference will be scored with a zero (0).

- 10) List below by subsection all exceptions to the *Contract for Services* and *Standard Terms and Conditions for Services Contracts* **in redline form**. You must include the basis of your exceptions and provide proposed alternate language. **If Vendor fails to list exceptions in its response, Vendor shall not be permitted to submit exceptions to the same section during the negotiation process or thereafter. Vendor shall not redline the contract or Exhibit A. All exceptions must be listed in the chart below.**

Section	Section Title	Explanation of Exception	Proposed Language (redline)

- 11) Vendor and Subcontractor Conflict of Interest Disclosure

List below all current or former employees of Vendor and/or proposed Vendor personnel with conflict of interests as follows:

1) Any current or former employees of Vendor who will spend 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

2) Any proposed Vendor personnel assigned to work directly on any Contract to arise from this RFO 20% or more of their time who are related within two 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. **Vendor shall not redline the contract or Appendix A. All exceptions must be listed in the chart below. Any terms and conditions attached to a response will not be considered unless specifically referred to in this solicitation and may result in disqualification.**

Vendor Personnel:

<u>Current or Former Employees who are current or former State employees (see Note 1 above)</u>	<u>Vendor Personnel related to State of Texas Employees (see Note 2 above)</u>

Subcontractor personnel:

<u>Current or Former Employees of Subcontractor(s) who are current or former State employees (see Note 1 above)</u>	<u>Subcontractor Personnel related to State of Texas Employees (see Note 2 above)</u>

- 3) Vendor 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, Vendor will complete the following information in order for the response to be evaluated: Name of Former

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

Executive, Name of State Agency, Date of Separation for State Agency, Position with Vendor, and Date of Employment with Vendor.

12) Proof of Financial Stability.

All Vendors responding to this RFO and all Vendors 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 Vendor to be "in good standing" and a Vendor with which the state is authorized to do business.

Vendors must provide a Dun and Bradstreet D-U-N-S number. The D-U-N-S number **MUST** be included in the Vendor's response. **Failure to include the D-U-N-S number listed for the company shall cause automatic rejection of the response.**

[Vendors responding to this RFO shall submit the most recent three years audited financial statements as certified by a CPA, or if audited financial statements are unavailable, unaudited financial statements shall be submitted and certified as true, correct and accurate by the chief financial officer and/or treasurer of the respondent's company to ensure respondent is financially capable and possesses sufficient resources to sustain a project of this size through the duration of the contract.]

13) Electronic Product Environment Assessment Tool (EPEAT). To the extent Customers use products provided by Vendor in the delivery of Services offered under this RFO, indicate whether the products provided are EPEAT certified and identify the applicable EPEAT rating (bronze, silver or gold) for certified products. If products provided are not EPEAT certified, describe Vendor's efforts to obtain EPEAT certified products.

14) Officer or Agent empowered to contractually bind the Vendor:

Name:

Title:

Address:

Phone Number:

Fax:

Email:

15) Statement of Compliance

A. Checklist for the RFO

The following checklist is provided for the convenience of Vendors in their response preparation process. It is not intended to represent an exhaustive list of the mandatory requirements for this RFO. Vendors must ensure that all mandatory requirements for this RFO are met, even if they are not included in this checklist. The mandatory documentation must be submitted with the original and each copy of the response.

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 3.7.3. of the RFO and reject any response that does not comply.

All responses must be received by DIR on or before the date and time specified in Section 3.3.1 of this RFO. No late responses will be reviewed.

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

Item	Check
Response addressed to: Department of Information Resources 300 W. 15th Street, Suite 1300 Austin, Texas 78701 Attn: Carrie Cooper	
External packaging references "RFO DIR-TSO-TMP-266"	
Package contains one (1) signed original (clearly marked) of the complete response with one (1) signed original HUB Subcontracting Plan	
Package contains one (1) additional signed original HUB Subcontracting Plan in a separate envelope	
Package contains three (3) clearly marked additional USB Flash drive copies of the complete response	
Package contains one (1) USB Flash drive containing a labeled electronic folder with any and all response materials, which Vendor asserts are confidential or proprietary*; and a labeled electronic folder containing all non-proprietary/confidential and non-copyrighted materials in the Vendor's response* (redacted copy for public release). (if required)	
Paper responses are bound and the cover of the binders reference "DIR-TSO-TMP-266" and include the name and address of the responding Vendor	
Mandatory Response Contents	
Vendor Information - Exhibit A	
Vendor History and Experience – Exhibit B	
Contract Support Plan – Exhibit C	
HUB Subcontracting Plan Forms – Exhibit D – in a separate envelope	
Services Pricing – Bid Package 2	
Sample Engagements and Vendor Qualifications – Bid Package 3	
Services Accessibility Documentation, Section 2.3 RFO Requirement	
Service Agreement(s) (if applicable)	

B. Certification Statement

The undersigned hereby certifies on behalf of insert company name here that RFO DIR-TSO-TMP-266 has been read and understood. In submitting its response insert company name here represents to DIR the following:

- i) Vendor is capable of providing the products and services as described in the RFO;
- ii) Vendor is offering true and correct pricing and discounts for the products and services;
- iii) Vendor agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
- iv) as of the date of signature below, Vendor is not listed in the prohibited Vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control;
- v) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;
- vi) Vendor certifies, under Texas Government Code, Sections 2155.004 and 2155.006, that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
- (vii) Vendor certifies that, to the extent applicable to this scope of this RFO, Vendor 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;

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

- (viii) Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response;
- (ix) Vendor has not received compensation for participation in the preparation of specifications for this solicitation as required by Texas Government Code, Section 2155.004(a);
- (x) Vendor has not, nor has anyone acting for Vendor, 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;
- (xi) Vendor is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate, and any Vendor subject to Section 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the response, prior to award; .Enter the name and Social Security Numbers for each person below (alternatively, if this section applies, Vendor may make a note here and include Names and Social Security Numbers on a separate page and include it in the electronic folder labeled "Confidential and Proprietary."

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

- xii) Vendor agrees that any payments due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
- (xiii) Vendor agrees to comply with Texas Government Code, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas;
- (xiv) Vendor certifies it is in compliance with Texas Government Code, Section 669.003, relating to contracting with executive head of a state agency;
- (xv) Vendor certifies for itself and its subcontractors that it has identified all current or former, within the last five years, employees of the State of Texas assigned to work on the DIR Contract 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 degrees of consanguinity, and, if these facts change during the course of the Contract, Vendor certifies it shall disclose for itself and on behalf of subcontractors the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;
- (xvi) Vendor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety;
- (xvii) Vendor certifies that if a Texas address is shown as the Principle Place of Business in Exhibit A, Vendor Information Form, Vendor qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part I, Chapter 20;
- (xviii) Vendor understands and agrees that Vendor may be required to comply with additional terms and conditions or certifications that an individual Customer may require due to state and federal law (e.g., privacy and security requirements); and
- (xix) Vendor agrees that these representations will be incorporated into any subsequent agreement(s) between Vendor and Customer that result from this RFO.
- (xx) Respondent certifies that there have been ☐ **yes** / ☐ **no canceled contracts** in the past five (5) years. Note: If yes is checked, Respondent must complete Exhibit A, Attachment 1 & 2 and submit with the response.

Signature of Officer or Agent empowered to contractually bind the Vendor

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

Date _____

**Exhibit A
Attachment 1
List of Vendor's Cancelled Contracts**

**THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR ANY IDENTIFIED CONTRACT
CANCELLED WITHIN THE PAST FOUR YEARS REFERENCE AND SUBMITTED WITH THE
RESPONDENT'S REQUIREMENTS SUBMISSION**

RESPONDENT NAME: _____

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

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

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

Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266

Exhibit A
Attachment 2
RESPONDENT RELEASE OF LIABILITY
(TO REFERENCE)

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR EACH IDENTIFIED REFERENCE (GENERAL REFERENCES AND CANCELLED CONTRACT REFERENCES) AND SUBMITTED WITH THE RESPONDENTS REQUIREMENTS SUBMISSION

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____.

(Key Staff Signature or "N/A" if Respondent-
level release)

(Key Staff Printed Name)

**Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266**

**Exhibit B
Vendor History and Experience**

- 1) Provide a detailed history of your company.
- 2) Provide the number of years your company has sold the products/services requested in this RFO.
- 3) Provide the number of years your company has sold the products/services requested in this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.
- 4) Indicate whether or not Texas state agencies, local governments, independent school districts, and institutions of higher education have purchased the products/services listed in this RFO from your company within the last 12 months.

_____Yes _____No

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

- 5) Indicate whether or not your company holds a contract for use by public entities (state agencies, local governments, independent school districts, public universities) in any other states for the same products/services requested in this RFO.

_____Yes _____No

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

- 6) Indicate whether or not your company holds a contract with any entity or consortium authorized by Texas law to sell the products and services requested in this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.

_____Yes _____No

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

END OF EXHIBIT B

**Department of Information Resources
Cloud Services
Request for Offer DIR-SDD-TMP-266**

**Exhibit C
Contract Marketing and Support Plan**

Vendor must provide a plan that describes the Vendor's ability and strategy for promoting and supporting the contract, if awarded. The plan must include the information listed below.

- 1) Describe your company's strategy for marketing and selling the services listed in this RFO to eligible DIR Customers. A Contract Marketing Plan, as an example, would list the Marketing elements Vendor would use like publishing on DIR website, email signature tag, Trade Publication Advertisements etc.
- 2) Describe your company's strategy for providing sales, order processing, and support of eligible DIR Customers throughout the State of Texas.
- 3) Provide the projected total sales of the services listed in this RFO that your company anticipates making to eligible DIR Customers within the next 12 months. If available, show the projected sales breakdown between the following segments: State and Local Governments, Higher Education, and K-12.
- 4) Do you have other existing DIR Contracts? If yes, how will this contract impact the marketing and support of your other contracts? How will your other contracts impact the marketing of this contract, should you receive an award?
- 5) Provide an overview of the management and customer relationship team that will be responsible for managing the State's relationship in the event of being awarded a contract. Address the following:
 - a. Describe the geographical reach of the Vendor, teaming partners and subcontractors (if any), to include, at a minimum, locations of corporate and branch offices as well as locations where work is currently taking place. Explain how these locations and any proposed new locations will be used in the performance of this contract.
 - b. Provide names, titles, prior account management experience for accounts of the State's size and type.
 - c. Provide an organization chart identifying the chain of command for managing this contract, including resource sourcing responsibility, and organization components that support this contract. In a narrative, describe how the Vendor will manage the contract to ensure uninterrupted, high quality performance and overall contract effectiveness.

END OF EXHIBIT C

Exhibit D

Historically Underutilized Business (HUB) Subcontracting Plan



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

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

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

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



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

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.11, 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 #	Description of Subcontracting Opportunity	Percentages		Total
		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.	
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Total	%	%	%

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

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

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

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

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

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

Enter your company's name here: _____

Requisition #: _____

RESPONDENT'S SUBCONTRACTING INTENTIONS

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).

Line Item	Description of Work to be Subcontracted	Texas Certified HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	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		%	%	%
Total		%	%	%

***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.

This image shows a completely blank white rectangular area enclosed within a thin black border. There are no markings, text, or illustrations present on the page.

- 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.

Date _____

➤ 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**” to **SECTION 2, Items c or d**, you must complete an “HSP Good Faith Effort - Method B (Attachment B)” for **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

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 ☐ 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>

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.

SECTION A-2: SUBCONTRACTOR SELECTION

[illegible]

Page 1 of 1
(Attachment A)



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

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

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 #: _____ Description: _____

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 (If **No**, 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 **1, 2, 3** and **4**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

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

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

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - 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?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Rev.10/16

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

SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: _____ Description: _____

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

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

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

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



HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.14 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, §20.11(19)(C).

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

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____

State of Texas VID #: _____

Point-of-Contact: _____

Phone #: _____

E-mail Address: _____

Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____

Phone #: _____

Requisition #: _____

Bid Open Date: _____

(mm/dd/yyyy)

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

1. Potential Subcontractor's Bid Response Due Date:

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

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

In accordance with 34 TAC §20.14, 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, §20.11(19)(C).

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

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

☐ - Not Applicable

4. Bonding/Insurance Requirements:

☐ - Not Applicable

5. Location to review plans/specifications:

☐ - Not Applicable

Department of Information Resources
Cloud Services - Request for Offer DIR-TSO-TMP-266
Bid Package 2 - Services Pricing

Instructions

1. Vendor shall provide the pricing for services applicable to their response.
2. **INFRASTRUCTURE AS A SERVICE:** Vendors submitting a bid for **Infrastructure as a Service** MUST complete IaaS Catalog Pricing Tab. Vendors should complete pricing for all services Vendor wants considered for award as a result of this RFO. Vendors should include Sub-Categories/Descriptors that identify the category of service provided within the IaaS model (e.g., Computer/Infrastructure Services, Disaster Recovery, GIS, etc.).
3. **PLATFORM AS A SERVICE:** Vendors submitting a bid for **Platform as a Service** MUST complete PaaS Catalog Pricing Tab, with pricing for all services Vendor wants considered for award as a result of this RFO. Vendors should include Sub-Categories/Descriptors that identify the category of service provided within the PaaS model (e.g., Analytics, Database, Electronic Records Management, GIS, etc.).
4. **CLOUD BROKER:** Vendors submitting a bid for **Cloud Broker** MUST complete Cloud Broker Pricing Tab, with pricing for all services Vendor wants considered for award as a result of this RFO. Vendor should provide its pricing model for broker services at a discount off MSRP.
5. **MISCELLANEOUS AS A SERVICE:** Vendors submitting a bid for their solutions under **Miscellaneous as a Service** MUST complete IaaS Catalog Pricing Tab, with pricing for all services Vendor wants considered for award as a result of this RFO. Vendors should include Sub-Categories/Descriptors that identify the category of service provided within the IaaS model.
6. Vendors shall include all technical services and labor rates under Tab 5, Technical Services. Any labor rates shall be proposed as an hourly rate.
7. The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).
8. Vendor shall provide a description of MSRP or the method utilized to derive MSRP.
9. For the purposes of this RFO, an administrative fee of 0.75% shall be used in calculating the Customer Discount.
10. Vendors may not propose a range of discounts for a product (e.g., 0% - 99%).

Proposed pricing shall be acceptable for at least 120 days from the date of the response submittal.

Instructions:

A representative sample of services is provided in the tables below. Vendors must offer ONLY one (1) specific price for each service listed. This is a representative sample only for the purposes of this RFO and evaluation process.

PLEASE NOTE: All prices quoted to Customers shall include the .75% administrative fee.

[illegible]

Request for Offer DIR-TSO-TMP-266

A representative sample of services is provided in the tables below. Vendors must offer ONLY one (*) specific price for each service listed. This is a representative sample only for the purposes of this RFO and evaluation process.

[illegible]

Database/Relational Cloud Platform as a Service

[illegible]

Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266

Instructions:

A representative sample of services is provided in the tables below. Vendors must offer ONLY one (1) specific price for each service listed. This is a representative sample only for the purposes of this RFO and evaluation process.

PLEASE NOTE: All prices quoted to Customers shall include the .75% administrative fee.

[illegible]

Instructions:

Vendor should include the description of Cloud Broker services proposed and the discount for each service. Labor categories separate from Cloud Broker services should be listed on the "Technical Services" tab.

PLEASE NOTE: All prices quoted to Customers shall include the .75% administrative fee.

[illegible]

Department of Information Resources
Cloud Services
Request for Offer DIR-TSO-TMP-266

Instructions:

Vendor should specify the Technical Services proposed. Labor rates will be published as an hourly rate in any resulting contract.

PLEASE NOTE: All prices quoted to Customers shall include the .75% administrative fee.

[illegible]

Bid Package 3
Sample Engagements and Vendor Qualifications

Vendors should complete the following sections:

If you are bidding Infrastructure as a Service (IaaS) – complete sections A, B, C

If you are bidding Platform as a Service (PaaS) – complete sections A, B, C

If you are bidding Miscellaneous as a Service (MaaS) – complete sections A, B, C

If you are bidding Cloud Broker Services – complete sections A, B, D

A. SAMPLE ENGAGEMENTS – ALL VENDORS

All Vendors should complete this section.

Vendors shall provide two (2) engagements initiated within the last three (3) years **for each category** (IaaS, PaaS, MaaS and Cloud Broker) in which they are bidding. Vendors shall provide the following information for each engagement:

a) Customer Name
b) Customer Telephone Number
c) Customer Email Address
d) Statement of Work Scope
e) Statement of Work Description
f) Engagement Schedule (start date and end date (if applicable) [mm/yyyy]). Identify and describe phases of deployment (e.g., solutioning, ordering, provisioning, testing, production release, decommission)
g) Engagement Budget (original and final - for this specific referenced project). Describe any variance, if applicable.
h) Describe, in general terms, the goals and objectives of the engagement and your opinion of your performance.
i) Describe communications and interactions with customer throughout the engagement. Include Communication Plan if applicable.
j) Lessons learned during engagement

k) Performance measures/service levels contractually required for this engagement reported to the customer
l) Security and authentication responsibilities and activities, if applicable
m) Disaster Recovery responsibilities and activities, if applicable

DIR reserves the right to contact any provided engagement contact names for further information/clarification.

B. VENDOR QUALIFICATIONS – IAAS, PAAS, MAAS AND CLOUD BROKER

Vendors bidding on IaaS, PaaS, MaaS, and Cloud Broker shall complete the following questions regarding the services they provide directly.

B.1. GENERAL

1) Describe Vendor's basic service model. Describe the ways Vendor offers better than industry-standard services. How will Vendor handle different customer segments (local government, state government, higher education, K-12 schools, etc.) within the framework of a master agreement?
2) Describe Vendor's pricing model and any incentives it provides to reduce customer costs.
3) Describe Vendor's process to address and correct any differences between customer requirements and service solution.
4) Provide a list of standard deliverables available, including reports, for proposed services. (Samples may be requested at a later date. Do not provide at this time.)
5) Describe Vendor's ability and experience providing add-on services, including architectural design and solutions.

B.2. SECURITY AND PRIVACY

1) Indicate security certifications audits, or asserted compliance by Vendor and/or services.

Certification/Audit Description	Vendor Certified or Audit Compliant (yes/no)	Date of Certification or Audit
---------------------------------	--	--------------------------------

SSAE 16		
SOC 1		
SOC 2		
PCI DSS		
FISMA		
HIPAA		
FERPA		
CJIS		
Additional:		

2) Describe any data privacy procedures for the services provided. Include protections Vendor provides for personal identifying information.
3) Describe Vendor's procedures for responding to subpoenas for customer data.
4) List and explain any security or privacy breaches involving customer data that have occurred in the last five years. Include steps taken to prevent future incidents and the Vendor's process for responding if a security breach is identified, whether caused by a vulnerability in the application code, in the hosted environment, or otherwise.
5) Describe the process by which the customer and/or any affected party will be notified of a security or privacy incident.
6) Describe the measures that will be taken to ensure that data is protected against anticipated threats to the privacy, security, and integrity of the customer's data and to prevent unauthorized access or alteration to the data.
7) Will data be encrypted at all times during transmission? What encryption protocols are supported?
8) What site-to-site VPN capabilities are supported?
9) Will data be encrypted at rest?
10) How is data separated at rest from data of other customers?
11) Describe Vendor supported authentication and authorization mechanisms.
12) Describe Vendor provided authentication mechanisms.
13) Describe how Vendor provides guidance to allow customers to make an informed choice on the security level they require for their solution.

14) Describe the Vendor's process for managing identity and user accounts. Describe the environment's ability to prevent users from changing application code or data without proper authorization.
15) Describe the ability for the solution's data protection controls to comply with the requirements of Texas Administrative Code § 202, Information Security. Indicate the degree to which customers have the capability to ensure compliance through audit of the environment.

B.3. OPERATIONAL (Note: Cloud Brokers shall respond based on services they provide directly rather than the cloud services that they broker.)

1) Describe the Vendor's use of operational process and best practice standards. What standards are used (Ex: ITIL, PMP, CMM, etc)? Include any percentage of staff certified.
2) Describe all performance targets for the proposed services, including availability, reliability, time to provision virtual machines and virtual data centers, incident response/incident resolution times, and any other performance targets as applicable. <u>NOTE: DIR requires that data is accessible 99.5% including all planned and unplanned downtime. Planned downtime must be coordinated.</u> Detail how Vendor's solution meets this requirement.
3) Is the Solution available and accessible to all users 24 hours a day, 7 days a week, except for prescheduled maintenance periods? If no, please explain.
4) Describe any remedies offered for missed performance targets.
5) Describe any compensation provided to customers for financial loss due to lack of availability.
6) Provide availability performance metrics for Vendor's system on a month-by-month basis for all customers over the past 12 months.
7) Provide reliability performance metrics for Vendor's system on a month-by-month basis over the past 12 months.
8) Describe the Vendor's incident management process. Include root cause analysis, problem identification, and successful prevention strategies.
9) Provide average time to provision virtual machines and virtual data centers to all customers on a month-by-month basis over the past 12 months.

10) Provide average incident response and incident resolution time to all customers on a month-by-month basis over the past 12 months.
11) What fault tolerance, failover or other measures do you offer that provide continuity and redundancy to ensure availability of services?
12) Describe the Vendor's change management process. How will Vendor ensure minimal interference with mission-critical activities? At a minimum, include: <ul style="list-style-type: none"> a) Approach to scheduled maintenance b) Current maintenance schedule c) Standard change freeze windows d) Notification process; and e) Emergency and expedited maintenance process.
13) Under what conditions, if any, do you reserve the right to suspend or terminate the service? Under what conditions, if any, do you reserve the right to suspend or terminate end-user accounts?
14) Describe Vendor's methods for managing, maintaining and enhancing capacity, reducing latency or accelerating traffic at both network and customer levels that fulfill associated performance metric targets.

B.4. SUPPORT (Note: Cloud Brokers shall respond based on services they provide directly rather than the cloud services that they broker.)

1) Describe the Vendor's incident response process and response time goals, addressing how the Vendor will manage unscheduled outages, interrupted services, or a customer's report of degradation in service. Include specifics as to how the Vendor will investigate and resolve service level interruptions. Explain how/if the Vendor can meet the following: Notifying a designated Customer representative within 30 minutes of an unplanned outage and providing an estimated recovery time or hourly status updates until the recovery time is known.
2) Describe the Vendor's standard incident notification process.
3) Describe in detail the Vendor's end-user support services, including but not limited to: <ul style="list-style-type: none"> a) Telephone support b) Online support c) Customer training d) Availability (e.g., 24-hour technical telephone contact) e) When and how each customer's help desk can escalate to Vendor f) Process to respond to provisioning requests. Include timeframes. g) Process to respond to support requests. Include timeframes.

<ul style="list-style-type: none"> h) Real-time incident reporting, including the ability for customers to review past, present and ongoing incidents for service quality. i) Number of days in advance customers receive notice about operational changes that affect access to data, including migration, upgrades or other changes to the environment that require downtime.
4) Describe Vendor's process for on-boarding and training new customers.
5) Describe training available to customers throughout the service lifecycle.

B.5. BUSINESS CONTINUITY (Note: Cloud Brokers should respond based on services they provide directly rather than the cloud services that they broker.)

1) Provide a copy of the Vendor's disaster recovery/business continuity plan or provide a detailed overview of the Vendor's disaster recovery/business continuity plan.
2) Describe locations of data centers, including any geographic diversity or redundancy. <u>NOTE: All DIR Customer data, including backup data, must be located in the Continental US.</u> Vendor should detail how it meets this requirement.
3) Describe the Vendor's data backup plan. Address recovery for both the Vendor's systems (infrastructure) and the customer's configurations and data. Is all data backed up every 24 hours at Vendor's site?
4) Can the Vendor restore data within one business day of notification?
5) Describe the Vendor's data protection policy.
6) Describe the Vendor's clearance process for physical access.
7) Describe assurance of security from a personnel access standpoint. Are all data center employees and subcontracts subjected to background checks?
8) Describe the physical and logical controls in place at the Vendor's data center.
9) What liability will the Vendor assume for data recovery?
10) What guarantees or remedies are provided for in the event of a loss of data?
11) Can the environment detect and recover from file integrity issues (e.g., data corruption)? Please provide a detailed explanation.

B.6. INTEGRATION (Note: Cloud Brokers shall respond based on services they provide directly rather than the cloud services that they broker, if applicable.)

<p>1) Describe how the service will integrate with various customer identity and access management systems.</p> <ul style="list-style-type: none">a) What directory services does the service integrate with (e.g., LDAP, Microsoft Active Directory (AD))? How does the service integrate with each that is supported?b) What authentication services does the service integrate with (i.e., LDAP, Kerberos, AD, Shibboleth, SAML v1/v2, WebAuth)?c) If a password is stored within the service, can password policies be enforced? If so, what complexity and/or expiration settings are available?d) Does the service allow the setup of users and groups that are logically segregated from each other to allow segregated management of specific groups by different administrators?
<p>2) Explain any mechanisms that exist within the service to allow integration with other existing and future services the customer may use.</p> <ul style="list-style-type: none">a) Does the service support open standards for interoperability with other products? If so, which open standards and/or products are supported?b) Is there an Application Programming Interface (API) for the service? If so, please explain how it is utilized and what functions are available within it.

C. VENDOR QUALIFICATIONS – IAAS, PAAS AND MAAS

Vendors bidding on IaaS, PaaS and MaaS shall complete the following questions:

C.1. GENERAL

<p>1) “Adaptability” is the ability of the service provider to adjust services based on customer’s request. Describe the Vendor’s ability to respond to customer requests for upgrade/downgrade or service level changes from the catalog of offering. Include any additional charges or penalties for changing service levels, minimum terms at the original service level, and standard intervals for service level change requests.</p>
<p>2) “Elasticity” is how much a Cloud service can be scaled during peak times. Describe the elasticity of the cloud services provided, specifically:</p> <ul style="list-style-type: none">a) Describe the Vendor’s ability to expand capacity during peak load.b) Provide standard interval to expand or contract the service capacity.c) Describe Vendor’s ability to provide bursting above specified capacity.

3) “Usability” is the ease of using a cloud service. Provide evidence of the ease of use by quantifying the average time experienced by the users of the cloud service to operate, learn, install and understand.
4) “Stability” is the variability in the performance of a service. Provide stability metrics equals deviation from the performance specified in the SLA.
5) Describe Vendor’s capacity to support specialty processing environments such as geographic information systems and their requisite storage, processing and transmission requirements.
6) Describe any Application Program Interfaces (APIs) or web services available, if applicable. Include those designed to: <ul style="list-style-type: none"> a) provide access and functionality to support integration of databases, messaging, systems, portals, and storage components b) control specific cloud resources and their distribution c) rapidly provision or de-provisioning of cloud resources, network configurations and workload management d) access resources from other cloud environments e) allow workloads to be distributed across a unified network infrastructure; and f) integrate with external billing, license management and service catalogs
7) Describe Vendor’s process for data management when data is deleted from application.
8) Describe Vendor’s process for data management if service is discontinued.

C.2. DATA INSERTION AND EXTRACTION

1) Describe how data is imported or exported to the system. <ul style="list-style-type: none"> a) What methods exist for the customer to extract a partial or full extract of data at manual and/or scheduled intervals for backing up all customer content to customer’s premises? b) What methods exist for the customer to import bulk data into the Vendor’s service from customer’s premise? c) Upon service termination, what methods exist for transferring data out of the service to a service managed by a customer or a third party? Describe the Vendor’s method of securely destroying all deleted data and/or expired backups at the end of that time period and at customer’s election. Can Customer data under the protection of the Vendor (under its care, custody and control) be returned to the Customer upon notice, with the data/ metadata transferred in Comma Separated Value (CSV) file format that

can be recovered for use within a SQL compatible relational database management system (RDBms) environment?

D. VENDOR QUALIFICATIONS – CLOUD BROKER

D.1. GENERAL

Vendors bidding on Cloud Broker services shall complete the following questions:

1) How does Vendor present providers' performance metrics for customer review?
2) Describe the process for qualifying cloud service providers. Include, at minimum: a) Standard terms and conditions b) Standard performance measures c) Security controls, audits or certifications that are requested or preferred
3) How does Vendor manage incidents (e.g., outages, impairments, defects) for the cloud services that it brokers? Include a description of Vendor's communication process with customers.
4) What additional timeframes are added to the cloud service providers' provisioning times, support times, etc.?
5) Describe escalation processes, including how and when the customer may contact the cloud service provider directly.
6) Describe Vendor's process to handle billing disputes, including the process to request and apply service credits and other remedies.
7) Describe the Vendor's standard notification process for cloud service incidents.
8) Describe the Vendor's incident response process for the cloud services it brokers, including but not limited to how the Vendor will manage: a) unscheduled cloud services outages b) interrupted cloud services c) customer's report of degradation in cloud services d) resolution of cloud service interruptions.

9) Describe how Vendor provides guidance to allow customers to make an informed choice on the security level they require for their solution.

10) Describe how Vendor provides objective guidance to allow customers to make an informed choice regarding providers.

DIR Contract No. DIR-TSO-XXX

Vendor Contract No. _____

**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES**

CONTRACT FOR SERVICES

VENDOR LEGAL ENTITY NAME

1. Introduction

A. Parties

This Contract for Services (“Contract”) is entered into between the State of Texas (“State”), acting by and through the Department of Information Resources (“DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and *VENDOR LEGAL ENTITY NAME* (“Vendor”), with its principal place of business at *VENDOR ADDRESS*.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-XXX, on *POSTING DATE*, for *NAME OF RFO*. *DIR subsequently issued a BAFO opportunity on BAFO DATE*. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-XXX shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Service Agreement; *Exhibit 1, Vendor’s Response to BAFO, including all addenda; Exhibit 2, the BAFO, including all addenda; Exhibit [3] 2, Vendor’s Response to RFO DIR-TSO-TMP-XXX, including all addenda; and Exhibit [4] 3, RFO DIR-TSO-TMP-XXX, including all addenda*; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then *Exhibit 1, then Exhibit 2*, then Exhibit 3, and finally Exhibit 4. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be two (2) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to two (2) optional one-year terms. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Service Offerings

A. Services

Services available under this Contract are limited to *insert **SPECIFIC** services here* as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their services offering; however, any changes must be within the scope of the RFO and services awarded based on the posting described in Section 1.B above. Vendor may not add services which were not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Emerging Technologies and Future Acquisitions

DIR recognizes that technology is ever-evolving and advancing. DIR reserves the right to consider the addition of emerging technology such as next generation, enhancements and upgrades for services that are within the scope of Cloud Services. Vendor may propose such services throughout the term of the contract. Pricing and terms will be negotiated upon DIR acceptance. Any determination will be at DIR's sole discretion and any decision will be final. In addition, Texas DIR and Vendor may mutually agree to add future acquisitions of Vendor to the contract. Subsequent terms of the acquisition(s) and pricing will be mutually agreed upon in writing and amended under the contract.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is *insert number* percent (*insert number*%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$*insert dollars*.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

6. Notification

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

If sent to the State:

Dana L. Collins, CTPM, CTCM
Director, Enterprise Contracts

Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4000
Facsimile: (512) 475-4759
Email: dana.collins@dir.texas.gov

If sent to the Vendor:

Vendor Representative

Company Name

Address

City, State Zip

Phone: () -

Facsimile: () -

Email:

7. Software License and Service Agreement
A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.

B) 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 Vendor and DIR.

C) Conflicting or Additional Terms

In the event that conflicting or additional terms in Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any

update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) 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.

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

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Contract and any Appendices.

No exceptions have been agreed to by DIR and Vendor.

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

VENDOR LEGAL ENTITY NAME

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By: _____

Name: Hershel Becker

Title: Chief Procurement Officer

Date: _____

Office of General Counsel: _____

Cloud Services RFO DIR-TSO-TMP-266 – Bid Package 5

Appendix A:

Standard Terms and Conditions For Services Contracts

Table of Contents

1.	No Quantity Guarantees:.....	1
2.	Definitions.....	1
3.	General Provisions	2
	A. Entire Agreement	2
	B. Modification of Contract Terms and/or Amendments.....	2
	C. Invalid Term or Condition	2
	D. Assignment	3
	E. Survival	3
	F. Choice of Law	3
	G. Limitation of Authority	3
	H. Proof of Financial Stability	4
4.	Intellectual Property Matters.....	4
	A. Definitions.....	4
	B. Ownership.....	5
	C. Further Actions.	5
	D. Waiver of Moral Rights.	6
	E. Confidentiality.	6
	F. Injunctive Relief.....	6
	G. Return of Materials Pertaining to Work Product.	7
	H. Vendor License to Use.....	7
	I. Third-Party Underlying and Derivative Works.	7
	J. Agreement with Subcontracts.	7
	K. License to Customer.	8
	L. Vendor Development Rights.....	8
5.	Terms and Conditions Applicable to State Agency Purchases Only:.....	8
	A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)	8
	B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)	8
6.	Contract Fulfillment and Promotion	9
	A. Service, Sales and Support of the Contract.....	9
	B. Internet Access to Contract and Pricing Information	9
	1) Vendor Webpage	9
	2) Accurate and Timely Contract Information	10
	3) Webpage Compliance Checks	10
	4) Webpage Changes.....	10

Cloud Services RFO DIR-TSO-TMP-266 – Bid Package 5

Appendix A:

Standard Terms and Conditions For Services Contracts

5) Use of Access Data Prohibited	10
6) Responsibility for Content	10
C. Services Warranty and Return Policies.....	11
D. DIR Logo	11
E. Vendor Logo	11
F. Trade Show Participation.....	11
G. Orientation Meeting	11
H. Performance Review Meetings	11
I. DIR Cost Avoidance	12
7. Pricing, Purchase Orders, Invoices, and Payments.....	12
A. Manufacturer’s Suggested Retail Price (MSRP) or List Price.....	12
B. Customer Discount.....	12
C. Customer Price.....	12
D. Shipping and Handling Fees	12
E. Tax-Exempt.....	13
F. Travel Expense Reimbursement	13
G. Changes to Prices.....	13
H. Purchase Orders	13
I. Invoices	14
J. Payments	14
8. Contract Administration.....	14
A. Contract Managers	14
1) State Contract Manager.....	14
2) Vendor Contract Manager.....	15
B. Reporting and Administrative Fees	15
1) Reporting Responsibility	15
2) Detailed Monthly Report	15
3) Historically Underutilized Businesses Subcontract Reports.....	15
4) DIR Administrative Fee.....	16
5) Accurate and Timely Submission of Reports	16
C. Records and Audit.....	16
D. Contract Administration Notification	17
9. Vendor Responsibilities	18
A. Indemnification	18
1) INDEPENDENT CONTRACTOR.....	18
2) Acts or Omissions	18
3) Infringements	18
4) PROPERTY DAMAGE.....	19
B. Taxes/Worker’s Compensation/UNEMPLOYMENT INSURANCE	19
C. Vendor Certifications.....	20
D. Ability to Conduct Business in Texas.....	22
E. Equal Opportunity Compliance	22

Cloud Services RFO DIR-TSO-TMP-266 – Bid Package 5

Appendix A:

Standard Terms and Conditions For Services Contracts

F.	Use of Subcontractors and Designation of Order Fulfillers.....	22
G.	Responsibility for Actions	23
H.	Confidentiality	23
I.	Security of Premises, Equipment, Data and Personnel.....	23
J.	Background and/or Criminal History Investigation.....	23
K.	Limitation of Liability.....	24
L.	Overcharges	24
M.	Prohibited Conduct	24
N.	Required Insurance Coverage	24
O.	Use of State Property	25
P.	Immigration.....	26
Q.	Public Disclosure	26
R.	Product and/or Services Substitutions	26
S.	Secure Erasure of Hard Disk Managed Services Products and/or Services	26
T.	Deceptive Trade Practices; Unfair Business Practices	26
U.	Drug Free Workplace Policy	27
V.	Accessibility of Public Information	27
W.	Vendor Reporting Responsibilities	27
10.	Contract Enforcement	27
A.	Enforcement of Contract and Dispute Resolution	27
B.	Termination.....	28
1)	Termination for Non-Appropriation	28
a)	Termination for Non-Appropriation by Customer.....	28
b)	Termination for Non-Appropriation by DIR	28
2)	Absolute Right	28
3)	Termination for Convenience	29
4)	Termination for Cause	29
a)	Contract.....	29
b)	Purchase Order.....	29
5)	Immediate Termination or Suspension	30
6)	Customer Rights Under Termination.....	30
7)	Vendor or Order Fulfiller Rights Under Termination.....	30
8)	Disentanglement	30
C.	Force Majeure	30
11.	Notification	31
A.	Notices	31
B.	Handling of Written Complaints.....	31
12.	Captions	31

Cloud Services RFO DIR-TSO-TMP-266 – Bid Package 5

Appendix A:

Standard Terms and Conditions For Services Contracts

1. No Quantity Guarantees:

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Contract is not exclusive to the Vendor. 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 services will be procured through the Contract.

2. Definitions

A. 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, 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, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) 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;
- 4) 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;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- 7) 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;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

Appendix A:

Standard Terms and Conditions For Services Contracts

- C. Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
- D. CPA** – refers to the Texas Comptroller of Public Accounts.
- E. Day** – shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. 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.
- F. Purchase Order** – the Customer’s fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- G. State** – refers to the State of Texas.

3. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. 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.

B. Modification of Contract Terms and/or Amendments

- 1)** 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 Vendor.
- 2)** 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 Vendor 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.
- 3)** Customers and Vendor 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 with Vendor.

C. Invalid Term or Condition

- 1)** 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 State and/or United States law or regulation which conflicts with the Contract term or condition.

Appendix A:

Standard Terms and Conditions For Services Contracts

2) If one 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.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable service agreements that were entered into between Vendor 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 Vendor 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 five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this 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 after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor 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 this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

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

4. Intellectual Property Matters

A. Definitions

1) “Work Product” means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this 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 of the Contract, 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, 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 this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer’s benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) “Intellectual Property Rights” means the worldwide legal rights or interests 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.

Cloud Services RFO DIR-TSO-TMP-266 – Bid Package 5

Appendix A:

Standard Terms and Conditions For Services Contracts

3) “Statement of Work” means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) “Third Party IP” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) “Vendor IP” shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (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 of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor’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 Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor 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, Vendor 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. Vendor acknowledges that Vendor and Customer do not intend Vendor 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 Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor 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 Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully

Appendix A:

Standard Terms and Conditions For Services Contracts

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 Vendor's signature due to the dissolution of Vendor or Vendor'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, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor'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 Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor 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 Vendor 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.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor'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. Vendor 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.

E. Confidentiality.

All documents, information and materials forwarded to Vendor 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 Vendor under subparagraph H. hereunder. Vendor 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.

F. 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, Vendor acknowledges and stipulates that a court of competent jurisdiction

may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor 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 Vendor or furnished by Customer to Vendor, 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 Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor 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 Vendor 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.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor 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 Vendor 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. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor 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 employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and

Cloud Services RFO DIR-TSO-TMP-266 – Bid Package 5

Appendix A:

Standard Terms and Conditions For Services Contracts

grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free 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 Vendor 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 Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor 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 Vendor 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, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

5. Terms and Conditions Applicable to State Agency Purchases Only:

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

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

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2, 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).

2) 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.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

6. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for services available under the Contract shall be processed through the Contract.

B. Internet Access to Contract and Pricing Information

1) Vendor Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

- a) the services awarded;
- b) description of product and service awarded
- c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;
- d) discount percentage (%) off MSRP or List Price;
- e) designated Order Fulfillers;
- f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;
- g) instructions for obtaining quotes and placing Purchase Orders;

Appendix A:

Standard Terms and Conditions For Services Contracts

- h) warranty policies;
- i) return policies;
- j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- k) a link to the DIR "Cooperative Contracts" webpage; and
- l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information

Vendor 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. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's webpage will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this webpage is compliant with the pricing as stated in the Contract.

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage 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 suspend, 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 Vendor with subsequent notice of link suspension, termination or removal. Vendor 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.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor 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 Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor'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.

C. Services Warranty and Return Policies

Vendor and Order Fulfiller will adhere to the Vendor's then-currently published policies concerning services 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 services.

D. DIR Logo

Vendor may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Vendor logo, (iii) the DIR logo is only used to communicate the availability of services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

E. Vendor Logo

If DIR receives Vendor's prior written approval, DIR may use the Vendor's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor'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 Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor.

F. Trade Show Participation

At DIR's discretion, Vendor may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor 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 the Vendor's booth.

G. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

H. Performance Review Meetings

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held in the Austin, Texas area

Cloud Services RFO DIR-TSO-TMP-266 – Bid Package 5

Appendix A:

Standard Terms and Conditions For Services Contracts

at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

I. 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, Vendor shall provide DIR with a detailed report of a representative sample of service sold under the Contract. The report shall contain: service description, list price, price to Customer under the Contract.

7. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR D-F, H-J

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

The minimum Customer discount for all services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those services under this Contract or (ii) to any other customer under the same terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended days to reflect the lower price.

D. Shipping and Handling Fees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Cloud Services RFO DIR-TSO-TMP-266 – Bid Package 5

Appendix A:

Standard Terms and Conditions For Services Contracts

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this 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 Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Pricing for services provided under this 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 (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the contract 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.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

Vendor may revise its pricing (but not its discount rate, if any, and not the services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Cloud Services RFO DIR-TSO-TMP-266 – Bid Package 5

Appendix A:

Standard Terms and Conditions For Services Contracts

Vendor. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor directly to the 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 the Vendor. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

2) 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 services by the Customer.

3) The administrative fee specified in the contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Vendor. 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 Vendor will agree to acceptable terms.

8. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A, C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Managers will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's performance under the terms and conditions of the Contract, and ii) periodic verification of pricing and, iii) verification of monthly

reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between Vendor and a Customer, and iii) advising DIR of Vendor's performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all services purchased under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the 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 Vendor's applicable Contract. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports shall be submitted to the DIR Cooperative Contracts E-Mail Box at ict.sales@dir.texas.gov. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, 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 Order number, contact name, Customer's complete billing address, the administrative fee due 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 the Vendor for correction in accordance with this section. Vendor 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.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's 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.

Cloud Services RFO DIR-TSO-TMP-266 – Bid Package 5

Appendix A:

Standard Terms and Conditions For Services Contracts

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) An administrative fee shall be paid by Vendor 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. Payment of the administrative fee shall be due on the fifteenth (15th) calendar day after the close of the previous month period. DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

b) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must 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 Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

c) Failure to timely submit three (3) reports or 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 Vendor's Contract.

C. Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH 1).

1) Acceptance of funds under the Contract by Vendor acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor 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

Cloud Services RFO DIR-TSO-TMP-266 – Bid Package 5

Appendix A:

Standard Terms and Conditions For Services Contracts

information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor 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. 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.

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

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Vendor through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification

Appendix A:

Standard Terms and Conditions For Services Contracts

of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

9. Vendor Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-I, O-R.

A. Indemnification

1) INDEPENDENT CONTRACTOR

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

2) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, 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, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from 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 in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

Appendix A:

Standard Terms and Conditions For Services Contracts

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the 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.

4) 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 THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR 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 THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, 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.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS,

Appendix A:

Standard Terms and Conditions For Services Contracts

REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED (i) (ii) (iii) (iv) (v) (vii) (viii) (xi)

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

- (i) have 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) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
- (iii) neither they, nor anyone acting for them, have 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) have 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 vendor certifies 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;
- (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;
- (vii) Vendor 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;

Cloud Services RFO DIR-TSO-TMP-266 – Bid Package 5

Appendix A:

Standard Terms and Conditions For Services Contracts

- (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control;
- (ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;
- (x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;
- (xi) agree 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;
- (xii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- (xiii) represent and warrant that 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 they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they 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, are not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
- (xv) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and
- (xvi) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

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

Appendix A:

Standard Terms and Conditions For Services Contracts

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor 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).

D. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Order Fulfillers 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 Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor 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 in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor 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 Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor 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.

F. Use of Subcontractors and Designation of Order Fulfillers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Vendors who submit Order Fulfillers must indicate whether (a) the Order Fulfiller(s) will provide sales and marketing of the Vendor's services only or (b) the Order Fulfiller(s) will provide technical services in addition to sales and marketing of the Vendor's services. If Vendor wishes to engage additional Order Fulfiller(s) to provide technical services after Contract execution, Vendor must submit the qualifications of Order Fulfiller(s) to the DIR Contract Manager for approval (in addition to meeting

**Appendix A:
Standard Terms and Conditions For Services Contracts**

HUB requirements) prior to inclusion of such Order Fulfiller.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

- 1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
- 2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under the Certification Statement of Exhibit A to the RFO and/or Section 9.C. (x), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

I. Security of Premises, Equipment, Data and Personnel

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer. Should any employee or subcontractor of the Vendor 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 subcontractor in question.

K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) 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; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability 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 this Contract; 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; and costs associated with disclosures of confidential information or breaches of security, including but not limited to notices to affected parties and credit monitoring, (such damages relating to this contract shall be considered direct damages and not punitive, special, or consequential damages).

L. Overcharges

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this 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.

M. Prohibited Conduct

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for 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 Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor 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.

Appendix A:

Standard Terms and Conditions For Services Contracts

All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. 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 Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include \$1,000,000 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of \$2,000,000; Medical Expense per person of \$5,000; Personal Injury and Advertising Liability of \$1,000,000; Products/Completed Operations Aggregate Limit of \$2,000,000; and Damage to Premises Rented: \$50,000. 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.

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 (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) 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.

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; and
- b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other resources of the Customer or the State 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 long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor 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 this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and
- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

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

Q. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

S. Secure Erasure of Hard Disk Managed Services Products and/or Services

Vendor 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 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 Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding

Appendix A:

Standard Terms and Conditions For Services Contracts

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.

2) Vendor 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.

U. Drug Free Workplace Policy

The Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or 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.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Responsibilities

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

10. Contract Enforcement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B1, 2, 5, 7.

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor 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

Cloud Services RFO DIR-TSO-TMP-266 – Bid Package 5

Appendix A:

Standard Terms and Conditions For Services Contracts

provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) 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.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer 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, Vendor will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the services, they are obligated to pay for the services or they may discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate 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, Vendor will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who*

Appendix A:

Standard Terms and Conditions For Services Contracts

Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor 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) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 11.A, Notices, of intent to terminate.

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 or other contractual document or relationship by giving the other party thirty (30) calendar days’ written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, 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 services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller 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 in accordance with Section 3.B.2 above, 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 Vendor 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.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor 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 vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

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 the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

8) Disentanglement

Upon notice of service termination, Vendor must provide reasonable methods for transferring data out of the service to a service managed by a customer or a third party. The methods must allow reasonable access to data in a common format that allows customer to recoup customer's data and/or a method of securely destroying all deleted data and/or expired backups at the end of that time period and at customer's election.

C. Force Majeure

DIR, Customer, or Vendor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the 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 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 provision, 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 the Customer that Vendor will not be able to deliver services in a timely manner to meet the business needs of the Customer.

11. Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. 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 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 Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. 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

12. Captions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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.



Bid Package 6

Department of Information Resources

Cloud Services

Vendor References

VENDOR REFERENCES
Cloud Services RFO – DIR-TSO-TMP-266
REFERENCE DEADLINE TO DIR: No later than March 21, 2017 – 2:00 pm CT

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

This portion to be completed by the Vendor requesting reference information

Vendor Name _____
Cloud Service Category (IaaS/PaaS/MaaS/Broker) _____
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 DIRCloudServices.RFOreferences@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 Product/Service

- | | |
|--|-------------------------------------|
| 1. Effectiveness in identifying user requirements | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 2. Effectiveness in accomplishing performance metrics | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 3. Identified risk factors and alternatives for alleviating risk | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 4. Effective logistics support (hardware, software, personnel) | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 5. Quality & completeness of deliverables and documentation | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 6. Technical qualifications of contractor personnel | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 7. Technical qualifications of subcontractor personnel | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 8. Met Service Level Agreements (SLA's) | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 9. Accomplished project/application goal | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 10. Would use service again | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 11. Would recommend service to others | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |

Cost

- | | |
|--|-------------------------------------|
| 12. Accurately estimated and controlled costs to complete work | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 13. Timely, current, accurate & complete invoices | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |

Timeliness of Performance

- | | |
|--|-------------------------------------|
| 14. Adherence to delivery schedule (major tasks, milestones) | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 15. Provided timely technical assistance, on-site & off-site | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 16. Timely, current & complete reporting, tracking & documentation | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |

Business Relations & Customer Satisfaction

- | | |
|--|-------------------------------------|
| 17. Effectively managed, coordinated & integrated subcontractors | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 18. Effectively communicated with customer management & staff | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 19. Contractor personnel (professional, cooperative & flexible) | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 20. Subcontractor personnel (professional, cooperative & flexible) | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 21. Overall Satisfaction with prime contractor | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 22. Overall Satisfaction with subcontractor(s) | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |

Comments: (Please use additional page if necessary)

In your opinion, should this Vendor be used again for future Cloud Services? 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.

Bid Package 7

Department of Information Resources

Cloud Services Contract

Sample Statement of Work

ATTACHMENT 1

STATEMENT OF WORK (SOW)

FOR

CLOUD SERVICES

Project Name

DIR Customer Name

DATE

1.0 Purpose

This Statement of Work describes the Cloud Services to be delivered to *[Department/Agency]* with regard to *[application name]*.

2.0 Background/Objective

Given the growing significance and maturity of Cloud Services, the Texas Department of Information Resources (DIR) issued a Cloud Services RFO to contract cloud providers for customer use. Cloud computing is a model for enabling available, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services). Cloud Services are generally expected to offer reduced cost and increased efficiency for government organizations.

The *[Department/Agency]* seeks cloud services to *[explain customer problem or reason for seeking cloud services]*. *[Provide useful information regarding the Customer organization, project history, future plans or any other relevant information regarding the work to be performed.]*

3.0 Scope

The overarching goal of this SOW is to provide *[Department/Agency]* the ability to take advantage of rapidly developing offerings and changing price models in Cloud Services.

The scope focuses on offering *[type of cloud service e.g., IAAS, PAAS, cloud broker]* for the following activities:

- *[List all application activities requiring cloud services, e.g., Cloud Storage Services, Virtual Machines]*

4.0 Requirements

The requirements focus on the *[type of cloud service offering]* and are divided into the following categories:

- General Cloud Computing Requirements – specifies general requirements for cloud services
- Common Technical Requirements – specifies the technical requirements for enabling *[type of cloud service]* offering
- Specific Application Technical Requirements – specifies the requirements for service offerings described in SOW

The *[Department/Agency]* retains ownership of any user created/loaded data and applications hosted on vendor's infrastructure, and maintains right to request full copies of these at any time.

4.1 General Cloud Computing Requirements

The Vendor shall provide a Cloud Computing solution that aligns to the following general cloud computing requirements as described in Table 1 below.

Table 1: General Cloud Computing Requirement

Cloud Characteristic	Definition	General Requirement

4.2 Common Technical Requirements

The Vendor shall provide a solution that aligns to the following technical requirements as described in Table 2 below. (List provided is not all inclusive)

Service Management and Provisioning Requirements

Cloud Characteristic	List of Requirements
<i>Service Provisioning</i>	
<i>Service Level Agreement Management</i>	
<i>Operational Management</i>	
<i>DR and COOP</i>	

Cloud Characteristic	List of Requirements
<i>Data Management</i>	

User/Admin Portal Requirements

Cloud Characteristic	List of Requirements
<i>Order Management</i>	
<i>Billing/Invoice Tracking</i>	
<i>Utilization Monitoring</i>	
<i>Trouble Management</i>	
<i>User Profile Management</i>	

Integration Requirements

Cloud Characteristic	List of Requirements
<i>Application Programming Interfaces (APIs)</i>	

Data Center Facilities Requirements

<i>Internet Access</i>	
<i>Firewalls</i>	
<i>LAN/WAN</i>	
<i>Data Center Facilities</i>	1.

4.3 Specific Application Technical Requirements

List all requirements specific to application (e.g., storage requirements, bandwidth tiers, virtual machine requirements, bundling options,

5.0 Compliance Requirements

5.1 Accessibility Requirements – list all accessibility requirements

5.2 Security Requirements – list all security requirements

5.3 Privacy Requirements – list all privacy requirements

6.0 Reporting Deliverables

Below is an example list of deliverables that might be required by customer.

Report / Deliverable	Description	Frequency
Service Level Agreement (SLA)	<ul style="list-style-type: none">• Service Availability (Measured as Total Uptime Hours / Total Hours within the Month) displayed as a percentage of availability up to one-tenth of a percent (e.g. 99.5%)• Text description of major outages (including description of root-cause and fix) resulting in greater than 1-hour of unscheduled downtime within a month	Monthly
Help Desk / Trouble Tickets	<ul style="list-style-type: none">• Number of Help Desk/customer service requests received.• Number of Trouble Tickets Opened• Number of trouble tickets closed• Average mean time to respond to Trouble	Monthly

	Tickets (time between trouble ticket opened and the first contact with customer) <ul style="list-style-type: none"> • Average mean time to resolve trouble ticket 	
Service Orders / Sales	<ul style="list-style-type: none"> • Quantity and Type of IaaS/PaaS service orders received • Number of service orders (and percentage of orders out of the total) which resulted in an email or contact with customer within two hours of individual task order(s) issued under this BPA being sent to vendor 	Monthly
Service Utilization	<ul style="list-style-type: none"> • Monthly utilization of each IaaS/PaaS Service type (Lot) as defined by the Service Units for the specific Lot offered by the vendor 	Monthly
Invoicing/Billing	<ul style="list-style-type: none"> • Standard invoicing/billing 	Monthly

7.0 Additional Customer Terms and Conditions

List any additional terms and conditions required by the Customer. Customers may negotiate the terms and conditions of a SOW to suit their business needs so long as the SOW terms and conditions do not conflict or weaken the DIR master contract.

8.0 Pricing

The main purpose of this section is to detail the pricing for the cloud services. Vendor should also provide a summary of any assumptions and exclusions.

Sample Pricing Sheet

Cloud Service	Agency/Department Application Name	Price

The undersigned signatories represent and warrant that they have full authority to enter into this Statement of Work on behalf of the respective parties. The Effective Date of this SOW shall be the date of the last party to sign.

Customer Agency

Cloud Service Provider (Vendor)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal: _____



Department of Information Resources

**Request for Offer
DIR-TSO-TMP-266**

Cloud Services

**Policy Driven Adoption for Accessibility (PDAA) for
Vendor Self-Assessment
Bid Package 8**

FREQUENTLY ASKED QUESTIONS (FAQ) 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 \(http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/EIR%20Accessibility/PDAA_Maturity_Matrix.pptx\)](http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/EIR%20Accessibility/PDAA_Maturity_Matrix.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 \(http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/EIR%20Accessibility/PDAA_Maturity_Matrix.pptx\)](http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/EIR%20Accessibility/PDAA_Maturity_Matrix.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. \(http://www2.dir.state.tx.us/management/accessibility/tools/Pages/ProcurementTools.aspx\)](http://www2.dir.state.tx.us/management/accessibility/tools/Pages/ProcurementTools.aspx)

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 \(http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/EIR%20Accessibility/PDAA_Maturity_Matrix.pptx\)](http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/EIR%20Accessibility/PDAA_Maturity_Matrix.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. \(http://www2.dir.state.tx.us/management/accessibility/tools/Pages/ProcurementTools.aspx\)](http://www2.dir.state.tx.us/management/accessibility/tools/Pages/ProcurementTools.aspx)

Or contact the Statewide EIR Accessibility Coordinator at:

ces



Vendor ICT Accessibility Policy Assessment

This Information and Communications Technology (ICT) accessibility assessment is for Vendor organizations to 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 substitute for other requested accessibility information such as VPATs. All questions, inquiries, etc. should only be directed to Carrie Cooper: Phone: 512-936-2353 Fax: 512-936-6896 Email: carrie.cooper@dir.texas.gov

Organization information

Organization Business Name: _____
Organization Business Address: _____
Point of Contact Information: Name _____ Telephone _____ Email _____
Date of assessment completion: _____

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

- ☐ Manufacturer: My organization develops and sells its own ICT products / services
- ☐ Service Provider: My organization sells IT development services
- ☐ Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
- ☐ Reseller or Distributor: 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

Responses

DIR-TSO-TMP-266

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.)

<p>3. Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.</p>	<p>Manufacturers: Address processes that pertain to your development of ICT products.</p> <p>Service providers: Address processes that pertain to your development of ICT services.</p> <p>Integrators: Address processes that pertain to your ICT integration services and solutions.</p> <p>Reseller or Distributor: Address processes that pertain to your product offerings.</p> <p>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.)</p> <p>3a. Identifying candidate processes for criteria integration.</p> <p>1 My organization has a plan to identify and evaluate its key business processes for accessibility gaps.</p> <p>2 My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.</p> <p>3 My organization has approved plans to integrate accessibility criteria into these processes.</p> <p>3b. Implementing process changes.</p> <p>1 My organization has begun modifying its key business processes to integrate accessibility criteria.</p> <p>2 My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.</p> <p>3 My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.</p> <p>3c. Integrate fully into all key processes.</p> <p>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.</p> <p>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.</p>
<p>Section 3 Comments (Provide any comments or additional information on this section here.)</p>	
<p>4. Provide processes for addressing inaccessible ICT.</p>	<p>Manufacturers: Address processes that pertain to your development of ICT products in 4a, 4b, 4c, and 4d.</p> <p>Service providers: Address processes that pertain to your development of ICT services in 4a, 4b, 4c, and 4d.</p> <p>Integrators: Address processes that pertain to your ICT integration services and solutions in 4a, 4b, 4c, and 4d.</p> <p>Reseller or Distributor: Address processes that pertain to your-product offerings in 4e.</p> <p>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.)</p> <p>4a. Creating plans that include dates for compliance of inaccessible ICT.</p> <p>1 We are developing plans to identify and test ICT developed and sold by our organization.</p> <p>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.</p> <p>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.</p> <p>4b. Providing alternate means of access until the ICT is accessible.</p> <p>0 We do not have plans for providing alternate means of access for our organization's ICT offerings.</p> <p>1 We are developing plans for providing alternate means of access for our organization's ICT offerings.</p> <p>2 We are implementing methods providing alternate means of access for our organization's ICT offerings.</p> <p>3 We have fully implemented a repeatable process for providing alternate means for our organization's ICT offerings.</p> <p>4c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects</p> <p>1 We are developing a corrective actions process for handling accessibility technical issues and defects</p> <p>2 We are implementing a corrective actions process for handling accessibility technical issues and defects</p> <p>3 We have fully implemented an integrated corrective actions process for handling accessibility technical issues and defects.</p>

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. (Reseller or Distributor 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

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 designer, application architect, application developer, quality assurance tester, and /or training/instructional designer.)
- 3 We have mapped key accessibility skills and knowledge needs to specific fields of practice.

5b. Identifying existing resources that match up and address gaps.

- 2 We have performed a gap analysis correlating accessibility skills and knowledge and current resources.
- 3 We have organized the gaps in order of priority.

5c. Managing progress in acquiring skills and allocating qualified resources.

- 1 We have a high level management plan in place to acquire accessibility skills and/or allocate those resources.
- 1 We have developed a training plan for in-house resources and identified external resources for training and/or augmentation.
- 2 We have developed a process to track resource training and augmentation.
- 3 All resources have the appropriate skills and continuous monitoring and improvement systems are in place.

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

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

0 We do not have a plan to make our accessibility policy or other accessibility information publicly available. **(If selected, skip to next section or provide comments at the end of this section.)**

6a. ICT Accessibility policy and VPAT documentation availability

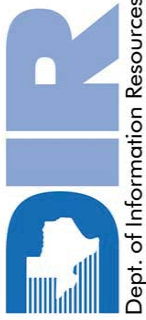
- 1 Our ICT accessibility policy is publicly available.
- 1 Our accessibility policy and documentation (VPATs, etc.) for some products is publicly available or available upon request.
- 2 Our accessibility policy and documentation (VPATs, etc.) for all released products is complete and publicly available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

6b. Availability of other accessibility documentation beyond policy and VPATs

- 2 We are beginning to make other accessibility technical information available such as how accessibility testing is performed.
- 3 We make accessibility information available beyond policy and VPAT information including information on how accessibility testing is performed and other information that demonstrates our capability to produce accessible products / 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 / services.



Vendor ICT Accessibility Policy Assessment

This Information and Communications Technology (ICT) accessibility assessment is for vendor organizations to describe how they are currently implementing accessibility policy and practices within their organization. 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 intended to be used as a substitute for other requested accessibility information such as VPATs. All questions, inquiries, etc. should only be directed to Carrie Cooper: Phone: 512-936-2353 Fax: 512-936-6896 Email: carrie.cooper@oag.texas.gov

Organization information

Organization Business Name: Company X
Organization Business Address: 1111 State Blvd. Anytown, TX 78701
Point of Contact Information: Name John Doe Telephone: (555) 555-5555 Email: myemail@vendor.com
Date of assessment completion: 1/1/15

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

- ☐ **Manufacturer:** My organization develops and sells its own ICT products / services
- ☐ Service Provider: My organization sells IT development services
- ☐ Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
- ☐ Reseller or Distributor: 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 applies.

Responses

DIR-TSO-TMP-266

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.)

Example

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.

Vendor/Reseller: Address processes that pertain to your product 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.

Vendor/Reseller: Address processes that pertain to your product 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.

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 our offerings.

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

Example

0	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 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. 2 We have developed a training plan for in-house resources and identified external resources for training and/or 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.)	
1	6. Make information regarding ICT accessibility policy, plans, and progress available to customers.	
	0 We do not have a plan to make our accessibility policy or other accessibility information publicly available. (If selected, skip to next section or provide comments at the end of this section.)	
	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 o	
	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.)	



**Department of Information Resources
Request for Offer DIR-SDD-TMP-266
Addendum 1**

This addendum to Request for Offer (RFO) DIR-SDD-TMP-266 amends certain sections of the Request for Offers (RFO), extends the deadline for posting answers to questions on the ESBD from March 8, 2017 to March 10, 2017, extends the Vendor Reference and RFO response due date from March 21, 2017 to March 23, 2017 and includes the list of Pre-Bid Conference attendees.

The RFO is amended as follows:

1. Section 2.4, Form of Contract, is hereby updated to correct the order sequence of the subsections from 2.3.1 and 2.3.2 to 2.4.1 and 2.4.2.
2. Section 2.4.1 is hereby updated to correct the references from "Bid Package 3" and "Bid Package 4" to "Bid Package 4" and "Bid Package 5".
3. Section 3.3.1, RFO Schedule is replaced in its entirety as follows:

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, with appropriate notice to prospective Vendors.

Date/Time	Activity
February 10, 2017	Publish RFO on Electronic State Business Daily
February 22, 2017 2:00 pm (CT)	Optional Vendor Conference
February 23, 2017 2:00 pm (CT)	Deadline for submitting questions
March 23, 2017 2:00 pm (CT)	Deadline for DIR to receive Vendor references
March 10, 2017	Deadline for posting answers to questions on the ESBD
March 23, 2017 2:00 pm (CT)	Deadline for submitting Responses to RFO
March 24, 2017 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

4. Section 3.6, Response Deadline and Submission Requirements, is hereby amended from stating responses are due on March 9 and the first paragraph ONLY is restated as follows:

Vendors are invited to submit responses in accordance with the requirements outlined in this document. Responses must be received by DIR on or before 2:00 pm (CT) on March 23, 2017. No late responses will be reviewed. Responses must be hand-delivered or mailed to the submittal address listed in Section 3.7.1. No facsimile or e-mail responses shall be accepted.

5. Exhibit A, Vendor Information, Item 12), is hereby updated to remove the following section:

~~[Vendors responding to this RFO shall submit the most recent three years audited financial statements as certified by a CPA, or if audited financial statements are unavailable, unaudited financial statements shall be submitted and certified as true, correct and accurate by the chief financial officer and/or treasurer of the respondent's company to ensure respondent is financially capable and possesses sufficient resources to sustain a project of this size through the duration of the contract.]~~



**Department of Information Resources
Request for Offer DIR-SDD-TMP-266
Addendum 1**

6. **Changes to Bid Package 6 – Vendor References Form**, to revise response date from March 21, 2017 to March 23, 2017.
7. **Bid Package 9 – Vendor Pre-bid Conference Presentation**, contains the presentation provided at the Vendor Pre-Bid Conference held on February 22, 2017.

End of Addendum #1

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-266
Vendor Conference Sign-in Sheet
February 22, 2017 / 2:00 P.M. (CT)

PLEASE PRINT LEGIBLY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Ismail Ahmed	CompQsoft, Inc	ismail@compqsoft.com	Yes
Webinar - Chris Almond	Red Hat	calmond@redhat.com	
Webinar - Daniel Archer	InfoReliance	daniel.archer@infoeliance.com	No
Webinar - Ahmed Attalla	i2mcloud	ahmeda@i2mcloud.com	
Webinar - Brian Bennett	Infiniti Consulting	bbennett@infiniticg.com	No
Webinar - Mike Boaz	Education Networks of America	mboaz@ena.com	No
Webinar - Mike Boyle	TCC	mike.boyle@e-tcc.com	No
Webinar - Joshua Brown	Logic20/20	joshb@logic2020.com	No
Webinar - Shane Cashman	Carahsoft Technology	shane.cashman@carahsoft.com	No
Webinar - Christopher Castaldy	Cisco	chcastal@cisco.com	No
Webinar - Brendan Caulfield	Turing Group	brendan@turinggroup.com	
Webinar - Peter Cipriano	Unisys	peter.cipriano@unisys.com	

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-266
Vendor Conference Sign-in Sheet
February 22, 2017 / 2:00 P.M. (CT)

PLEASE PRINT LEGIBLY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Luis Cornejo	CenturyLink	luis.cornejo@centurylink.com	
Webinar - Wendy Crowe	AWS	wcrowe@amazon.com	No
Webinar - Lenny Cruz	CorpInfo	lcruz@corpinfo.com	
Webinar - Brian Dalhover	Education Networks of America	bdalhover@ena.com	
Webinar - Paul Doderio	Virtustream	paul.doderio@virtustream.com	
Webinar - Steve Emanuel	Alliant Technologies, L.L.C.	semanuel@allianttech.com	
Webinar - Wilson Garcia	Zones, Inc.	wilson.garcia@zones.com	No
Webinar - Brenda Gilbert	Frontier Communications	brenda.ilbert@ftr.com	
Webinar - Ross Gloyna	Sirius Technologies	ross.gloyna@siriuscom.com	No
Webinar - Keisha Gobrick	Cloud49	kgobrick@cloud49.com	No
Webinar - Lee Graham	Sprint	leroy.j.graham@sprint.com	
Webinar - Dinesh Gupta	ANR Consulting Group, Inc.	Dinesh.Gupta@anrcg.com	Yes

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-266
Vendor Conference Sign-in Sheet
February 22, 2017 / 2:00 P.M. (CT)

PLEASE PRINT LEGIBLY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Emma Hansen	DataXport.Net LLC	ehansen@dataxport.net	Yes
Webinar - Kimberly Hieber	Exebridge	khieber@exebridge.com	Yes
Webinar - David Holl	Carahsoft Technology Corporation	David.Holl@Carahsoft.com	No
Webinar - Jared Hornsby	Tactura Solutions	jared.hornsby@tacturasolutions.com	Yes
Webinar - Roderick Jackson	OSI, LLC	roderick@osi-llc.com	Yes
Webinar - Lazar Kirven	Zarcode, LLC	lazarkirven@zarcode.com	Yes
Webinar - Mark Kochanski	SAS Institute Inc	mark.kochanski@sas.com	No
Webinar - Ron Kolakowski	DLT Solutions	Ron.Kolakowski@DLT.com	No
Webinar - Erik Lerch	Northrop Grumman Systems Corporation	erik.lerch@ngc.com	No
Webinar - Chuck Lott	Dell EMC	chuck.lott@dell.com	No
Webinar - Dean Martelli	VMware	dmartelli@vmware.com	No
Webinar - Alexander Medvedev	Austin Cloud Works	alexander.medvedev@austinccloudworks.com	

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-266
Vendor Conference Sign-in Sheet
February 22, 2017 / 2:00 P.M. (CT)

PLEASE PRINT LEGIBLY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Daniel Miller	DataXport.net LLC	dmiller@dataxport.net	Yes
Webinar - Steve Morberg	Zones In	steve.morberg@zones.com	No
Webinar - Dave Morris	SHI Government Solutions	dave_morris@shi.com	Yes
Webinar - Gayle Nelson	ENA	gnelson@ena.com	
Webinar - Selena Newsom	Tele-Communication, Inc. dba Unifiedcommunications.com	snewsom@unifiedcommunications.com	No
Webinar - Matt Niemann	NWN Corporation	mniemann@nwnit.com	No
Webinar - Neal Nolan	GOVantage	Neal.Nolan@GOVantage.com	No
Webinar - Nenad Otanjac	Verdtek, Inc.	nenad.otanjac@verdtek.com	
Webinar - Joseph Perugini	Amazon Web Services	joeperu@amazon.com	No
Webinar - Tyler Price	DLT Solutions	tyler.price@dlt.com	
Webinar - Victoria Pubylski	SHI Government Solutions	victoria_pubylski@shi.com	Yes
Webinar - John Reynolds	Centrify	john.reynolds@centrify.com	No

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-266
Vendor Conference Sign-in Sheet
February 22, 2017 / 2:00 P.M. (CT)

PLEASE PRINT LEGIBLY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Laura Ruffino	Clear Measure	laura@clear-measure.com	No
Webinar - Chris Schuttger	Northrop Grumman Corporation	chris.schuttger@ngc.com	No
Webinar - Eileen Sechler	InfoReliance	eileen.sechler@infoeliance.com	
Webinar - Gregory Servos	Ovation Data Services, Inc.	gservos@ovationdata.com	No
Webinar - Robert Short	Adjacent Technologies Inc	rshort@adjacent-tech.com	No
Webinar - Michelle Smallwood	Belwood Technologies LLC	michelle@belwoodtechnologies.com	Yes
Webinar - Kurt Snodgrass	Jive Communications, Inc.	ksnodgrass@jive.com	
Webinar - Randall Stauffer	Genesis	randall.stauffer@genesisset.com	Yes
Webinar - Jeremy Stockwell	Geocent, LLC	jeremy.stockwell@geocent.com	No
Webinar - Matt Symons	Aderas, Inc.	matt.symons@aderas.com	No
Webinar - Steve Talbert	Mercury Communication Services of Austin, LLC	stalbert@mercury-austin.com	No
Webinar - Tim Tenpas	AIS	tim.tenpas@appliedis.com	No

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-266
Vendor Conference Sign-in Sheet
February 22, 2017 / 2:00 P.M. (CT)

PLEASE PRINT LEGIBLY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Dan Trevino	Verdtek, Inc	dan.trevino@verdtek.com	Yes
Webinar - Srinivas V	Anblicks	sri@anblicks.com	Yes
Webinar - Victor Vicario	DataXport	vvicario@dataxport.net	
Webinar - Simone Welter	Education Networks of America	swelter@ena.com	No
Webinar - Debra Williams	Douglas-Williams Consulting	dwconsult@outlook.com	No
Webinar - Dave Worley	Adjacent Technologies	dworley@adjacent-tech.com	No
Webinar - James Avellino	Capgemini	jim.avellino@capgemini.com	
Webinar - Steve Johnson	InfoReliance	steven.johnson@inforeliance.com	No
Webinar - Ilya Tsapin	Logic2020	ilyat@logic2020.com	No
Webinar - Anne Woodley	Capgemini America, Inc.	anne.woodley@capgemini.com	No
Chris Legnon	IQBG	clegnon@iqbginc.com	No
Jon Petersen	Amazon Web Services	jonpet@amazon.com	

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-266
Vendor Conference Sign-in Sheet
February 22, 2017 / 2:00 P.M. (CT)

PLEASE PRINT LEGIBLY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Todd Schreiber	VMware	tschreiber@vmware.com	No
Terry Cowart	NTT Data	Terry.cowart@nttdata.com	No
Alex Ladwig	Vintage IT Services	aladwig@vintageits.com	No
Jake Adams	Unisys Corp	Jake.adams@unisys.com	No
Jon Lee	DoubleHorn	jlee@doublehorn.com	No
Jason Willadsen	Red Hat	jasonw@redhat.com	No
Rob Thrash	Deloitte	tthrash@deloitte.com	No
Ken Sinclair	Capgemini	Ken.sinclair@capgemini.com	No
Rena Schrader	Century Link	Rena.schrader@centurylink.com	No
David Gruber	Presidio	dgruber@presidio.com	No
Jared Hornsby	Tactura	Jared.hornsby@tacturasolutions.com	Yes
Fred Zamona	Jive	fred@jive.com	Yes

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-266
Vendor Conference Sign-in Sheet
February 22, 2017 / 2:00 P.M. (CT)

PLEASE PRINT LEGIBLY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Tom Granberry	Hitachi Data Systems	Tom.granberry@hds.com	Yes
Ron Jones	Cima Solutions Group	rjones@cimasg.com	Yes
Brian Anderson	Cima Solutions Group	banderson@cimasg.com	Yes
Karen Wilson	Northrop Grumman	Karen.wilson@ngc.com	No
Ashleigh Raymond	M Corp	ashleighr@themcorp.com	No
Joe Mancino	NTT Data	Joseph.mancino@nttdata.com	No
Amanda Owens	Ambonare	Amanda.owens@ambonare.com	Yes
Samuel Chen	Ambonare	Samuel.chen@ambonare.com	Yes
Nathaniel Eliot	The Greenfield Guild		
Keith Waldie	Dell/EMC	Keith.waldie@dell.com	
Lydia McCloskey	HTS Voice & Data	lydia@hts-tx.com	Yes
Meg Hare	Accenture	Meg.hare@accenture.com	No



Bid Package 6

Department of Information Resources

Cloud Services

Vendor References

VENDOR REFERENCES
Cloud Services RFO – DIR-TSO-TMP-266
REFERENCE DEADLINE TO DIR: No later than March 23, 2017 – 2:00 pm CT

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

This portion to be completed by the Vendor requesting reference information

Vendor Name _____
Cloud Service Category (IaaS/PaaS/MaaS/Broker) _____
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 DIRCloudServices.RFOreferences@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 Product/Service

- | | |
|--|-------------------------------------|
| 1. Effectiveness in identifying user requirements | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 2. Effectiveness in accomplishing performance metrics | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 3. Identified risk factors and alternatives for alleviating risk | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 4. Effective logistics support (hardware, software, personnel) | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 5. Quality & completeness of deliverables and documentation | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 6. Technical qualifications of contractor personnel | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 7. Technical qualifications of subcontractor personnel | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 8. Met Service Level Agreements (SLA's) | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 9. Accomplished project/application goal | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 10. Would use service again | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 11. Would recommend service to others | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |

Cost

- | | |
|--|-------------------------------------|
| 12. Accurately estimated and controlled costs to complete work | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 13. Timely, current, accurate & complete invoices | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |

Timeliness of Performance

- | | |
|--|-------------------------------------|
| 14. Adherence to delivery schedule (major tasks, milestones) | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 15. Provided timely technical assistance, on-site & off-site | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 16. Timely, current & complete reporting, tracking & documentation | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |

Business Relations & Customer Satisfaction

- | | |
|--|-------------------------------------|
| 17. Effectively managed, coordinated & integrated subcontractors | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 18. Effectively communicated with customer management & staff | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 19. Contractor personnel (professional, cooperative & flexible) | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 20. Subcontractor personnel (professional, cooperative & flexible) | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 21. Overall Satisfaction with prime contractor | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |
| 22. Overall Satisfaction with subcontractor(s) | 0. ___ 1. ___ 2. ___ 3. ___ N/A ___ |

Comments: (Please use additional page if necessary)

In your opinion, should this Vendor be used again for future Cloud Services? Yes_____ No _____

Rater's Name:_____ Date:_____

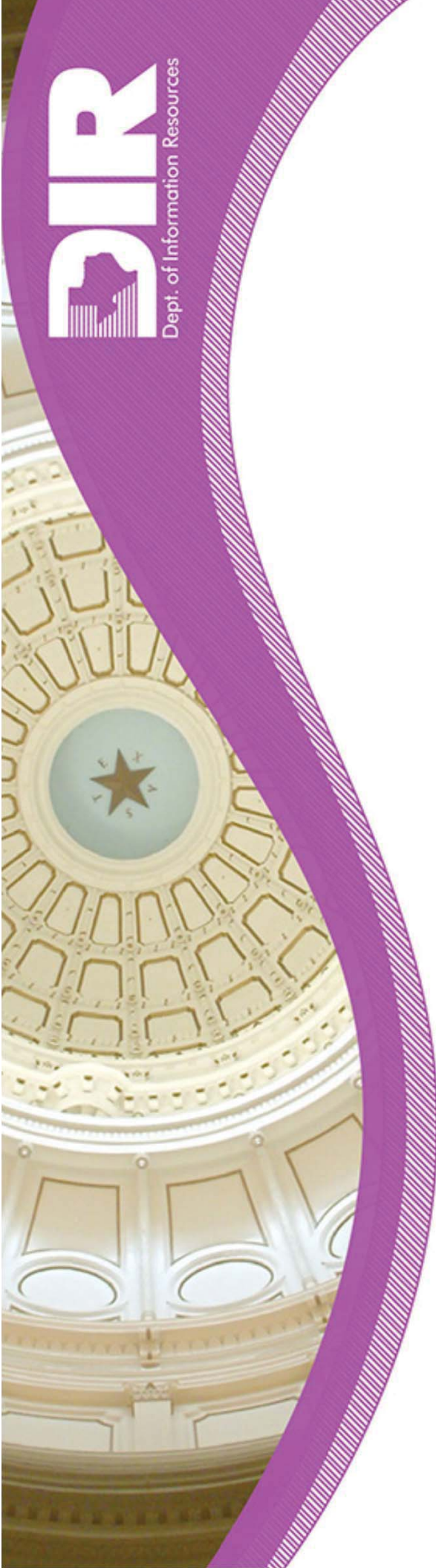
Organization:_____

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.



Cloud Services

Request for Offer DIR-TSO-TMP-266 Pre-Bid Conference – February 22, 2017

Introductions

Aiko Neill

Contract Manager
Enterprise Contract Management

Carolyn Knowles

Contract Manager
Contract and Vendor Management

Todd Kimbriel

Chief Information Officer

Tequila Jackson

Web Host
Contract Specialist, TSO

John Hoffman

Chief Technology Officer

Jeff Kline

Program Director
Statewide EIR Accessibility

John Van Hoorn

Director, Enterprise Solutions
Services

Lynn Sanchez

HUB Coordinator

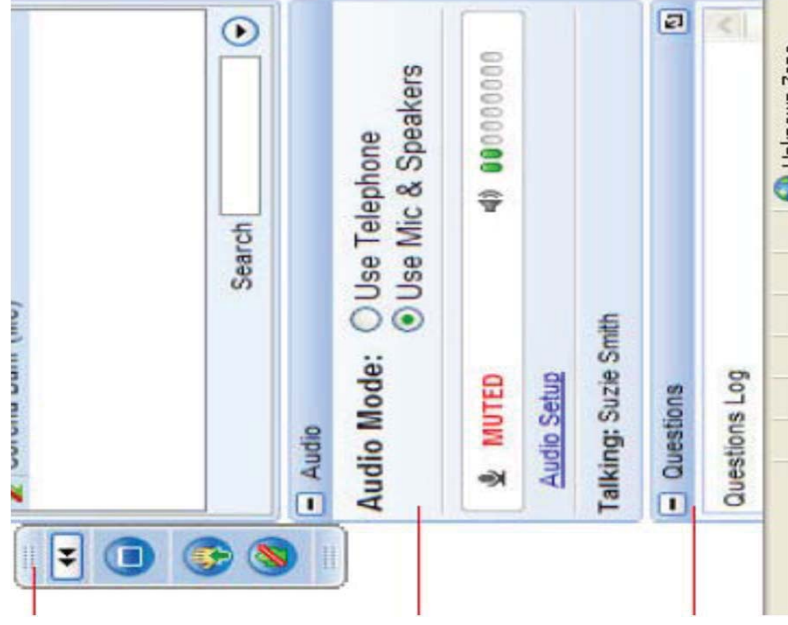
Agenda

- General Information
- Procurement Process
- RFO Overview
 - RFO Schedule
 - Bid Packages
 - Historically Underutilized Business Information
 - Electronic and Information Resources (EIR) Accessibility Forms
 - RFO Overview – Scope/Out of Scope
 - Bid Package 2 – Services Pricing
 - Bid Package 3 – Sample Engagements and Qualifications
 - Bid Package 6 – References
 - Evaluation Criteria / Pass-Fail
 - Response Package / Mandatory Response Contents
- Break
- Questions

General Information

Webinar

<https://attendee.gotowebinar.com/register/8540277728782985218>



General Information

- Attendee sign in
- Silence cell phones
- Write all questions (with RFO page number and Section number) on provided index cards and turn in during the break; Webinar participants may submit questions electronically; please use the question tab.
- DIR may provide tentative verbal answers at the conference but not official until Addendum
- Official “Questions and Answers” will be posted as an Addendum on the [Electronic State Business Daily \(ESBD\)](#)
- All questions regarding this RFO must be submitted in writing by 2:00 P.M. (CT), February 23, 2017.

General Information

Point of Contact for all inquiries regarding this RFO

- All communications regarding the RFO must be addressed in writing to:

Carrie Cooper

Dept. of Information Resources

300 W. 15th St., Ste. 1300

Austin, TX 78701

Phone: 512-936-2353

Fax: 512-936-6989

Email: carrie.cooper@dir.texas.gov

- Refer to RFO Section 3.1 regarding observance of this requirement.

Procurement Process

Disqualification of Offers

- Failure to sign Executed Offer Form
- Failure to complete Financial Information
- Failure to sign and complete a new HUB Plan
- Failure to submit on or before due date and time

Contact with DIR

- Vendors and all vendor representatives shall not attempt to discuss the contents of this RFO with any employees or representatives of DIR. Failure to observe this restriction may result in disqualification of any related Response.

Packaging of Offers

- Care must be taken to provide offers as outlined in Section 3.7 (Response Format and Contents)
- NOTE: DIR is requiring copies to be provided on USB Flash Drives. Each drive must be labeled per requirements.
- Each USB Flash Drive must contain editable versions of the response (**no PDFs, except for HUB Plan PDF Form**)

RFO Overview - Timeline

Date/Time	Activity
February 10, 2017	Publish RFO on Electronic State Business Daily (ESBD)
February 22, 2017, 2:00 pm CT	Vendor Conference
February 23, 2017, 2:00 pm CT	Deadline for submitting questions
March 8, 2017	Deadline for answering questions
March 21, 2017, 2:00 pm CT	Deadline for DIR to receive vendor references
March 21, 2017, 2:00 pm CT	Deadline for submitting responses to RFO
March 22, 2017 – until complete	Evaluation of responses, negotiation and contract execution

RFO Overview – Bid Packages

Bid Package 1 - RFO DIR-TSO-TMP-257

Bid Package 1a – Exhibit D, HUB Subcontracting Plan

Bid Package 2 – Pricing Sheet

Bid Package 3 – Sample Engagements and Vendor Qualifications

Bid Package 4 - Sample Services Contract

Bid Package 5 – Appendix A Standard Terms and Conditions

Bid Package 6 - Vendor References

Bid Package 7 – Sample Statement of Work

Bid Package 8 – Vendor PDAA

RFO Overview

Bid Package 1 – RFO DIR-TSO-TMP-266

- General Information and Scope
- Evaluation Criteria
- Exhibit A, Vendor Information Form – SIGNATURE REQUIRED
 - Exceptions to Terms and Conditions
 - Attachment 1, Cancelled Contracts References Form
 - Attachment 2, Release of Liability Form for References
- Exhibit B, Vendor History and Experience
- Exhibit C, Contract Marketing and Support Plan
- Exhibit D, HUB Subcontracting Plan

HUB Subcontracting Plan

Exhibit D – HUB Subcontracting Plan

- DIR encourages all respondents to seek Historically Underutilized Business (HUB) subcontractors and maximize HUB participation in their bids.
- Responses submitted without a current HUB Subcontracting Plan (HSP) provided in the RFO, will be **disqualified**
- 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 Plan and a good faith effort for this procurement

HUB Subcontracting Plan

If you are subcontracting, notification of subcontracting opportunity must be performed.

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

HUB Subcontracting Plan

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 2, do not reference sections in the RFO

Please make sure that you provide TWO (2) separate signed copies of the HUB Subcontracting Plan. ONE (1) in the three ring binder and ONE (1) in a separate sealed envelope. Provide an editable electronic copy in your complete response.

Alternative to the Good Faith Effort

- State of Texas Mentor Protégé Program
- Protégé must be a State of Texas HUB
- Approval process is no less than two weeks

HUB Subcontracting Plan

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

Lynn Sanchez
512-463-9813

Email: dir.hub@dir.texas.gov

Electronic and Information Resources (EIR) Accessibility Forms



Texas state agencies and institutions of higher education are required to procure, develop, and use EIR that is inclusive and accessible to people with disabilities.

This RFO include 3 accessibility related forms

1. Voluntary Product Accessibility Templates (VPATs)
 - If response includes Commercial Off the Shelf (COTS) offerings
2. Vendor Accessibility Development Services Information Request
 - If response includes development services
3. Vendor Accessibility Policy Assessment Form
 - Required for all vendors

Voluntary Product Accessibility Templates (VPATs)

VPATs are

- Formal statements for commercial off the shelf (COTS) products and services documenting accessibility compliance to US Section 508 technical standards
 - utilize ITIC VPAT template form.
 - manufacturer-generated and product / product family specific
- Completed by individuals with relevant knowledge of the product accessibility.
- Based on accessibility testing results and supported by documentation (on request).
- Accurate; inaccurate claims of compliance could generate end user complaints under the Americans with Disabilities Act.

Vendors should complete this form if response includes one or more of the following offering types:

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

Vendor Accessibility Policy Assessment Form

Why is DIR requesting information on vendor accessibility policy?

- Texas agencies and institutions of higher education are required to procure or develop accessible offerings. Gaps in vendor internal governance systems and leadership commitment inhibit the ability to meet these standards for their products / services.
- Accessibility policy maturity provides insight into vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings
 - Results mapped to the Policy Driven Adoption for Accessibility (PDAA) Maturity Model
- Vendors can use the results as a roadmap for implementing their organization-wide IT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible offerings.

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

Additional Information of EIR Accessibility and Forms

- EIR Accessibility Website
<http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=36>
- PDAA Maturity Model
<http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx>
- Additional Information
<http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement>

RFO Overview - Purpose

- The purpose of this RFO is to solicit responses from potential Vendors to provide Cloud Services to the State of Texas, acting by and through the Department of Information Resources (DIR).
- DIR intends to contract with Vendors to provide Cloud Services Contracts for Customer use. These Cloud Services follow the National Institute of Standards and Technology (NIST) definition of cloud computing found in NIST Special Publication 800-145. Each DIR Customer determines when cloud services are appropriate for their business needs and identify the precise services to be utilized, then create plans for implementing cloud.
- The resulting Cloud Services Contracts awarded pursuant to this RFO will provide DIR Customers with access to cloud service models and deployment models that meet the five essential characteristics of cloud computing.

RFO Overview – Scope of Services

Service models within scope of this RFO include:

- Cloud Infrastructure as a Service (IaaS)
- Cloud Platform as a Service (PaaS)
- Cloud Broker
- Miscellaneous as a Service (MaaS)*

*This category should be used to describe cloud service offerings that do not meet the definition for Broker, IaaS or PaaS as defined above. Offerings in this category must comply with Texas Government Code, section 2157.068 (see section 1.2.2 above). Offerings that do not meet the characteristics of section 1.2.2 cannot be considered for award. DIR expects that the services offered in this category will align with essential characteristics identified in section 2.1., understanding that not all essential characteristics will apply to all services offered. This category, while untraditional in today's marketplace, is intended to allow innovation in the consumption of technology services when leveraging cloud delivery models. DIR reserves the right to reclassify an offering in this category to one of the other categories in scope for this RFO if DIR deems a different category better describes a service offering.

Each Vendor will demonstrate its qualifications and experience for each Cloud Category for which it intends to respond (Reference Bid Package 3 – Sample Engagement and Qualifications Form)

RFO Overview – Services OUT of Scope

Cloud Services that are NOT in scope of this RFO

- **Telecommunications Services.** Any services awarded under the TEX-AN Next Generation procurement, RFO number **DIR-TEX-AN-NG-001**. These services include:
 - Long Distance Services
 - Internet Services (including SOHO)
 - Voice over Internet Protocol (VoIP)
 - Local Voice Service
 - Wireless Service
 - Fixed Satellite
 - Access and Transport
- **Software as a Service (SaaS).** SaaS was previously solicited by DIR on RFO Number **DIR-TSO-TMP-225** Software including SaaS Products and Related Services, which was issued on February 27, 2015.
- **Cloud Assessment services.** Cloud Assessment Services was previously solicited by DIR on RFO Number **DIR-TSO-TMP-253** for Deliverables Based IT Services (DBITS), which was issued on August 4, 2016. This solicitation is not for Hardware, Software, and Related Services.

RFO Overview

The resulting Cloud Services Contracts awarded pursuant to this RFO will allow Vendors to respond to Statements of Work (SOWs) from DIR Customers to perform services in the Cloud Categories described in this section. At a minimum, each SOW will describe the deliverables, the acceptance criteria for the deliverables and the service levels. The Sample SOW format is shown in Bid Package 7, Sample Statement of Work.

Customers that are mandated and funded to use the existing fully-managed infrastructure services provided by the Statewide Technology Center (STC) Data Center Services (DCS) per §2054.052, Texas Government Code are required to submit a request for exemption from the Texas Data Center Services. DIR, in its capacity as manager of the Data Center Services program, works with agencies to promote the use of the services, and where applicable, to determine if an exemption to any component of the program is warranted.

RFO Overview – Bid Package 2

Services Pricing

- Vendors submitting a bid for each Cloud Service category **MUST** complete each applicable Catalog Pricing Tab (e.g., IaaS, PaaS, MaaS, and Cloud Broker)
- Include all Technical Services and Labor Rates under Tab 5, Technical Services. Any labor rates shall be proposed as an hourly rate
- Discounts being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP)
- Vendor shall provide a description of MSRP or the method utilized to derive MSRP
- For the purposes of this RFO, an administrative fee of 0.75% shall be used in calculating the Customer Discount
- Vendors may not propose a range of discounts (e.g., 0% -99%)

RFO Overview – Bid Package 3

Sample Engagements and Vendor Qualifications

All Vendors should complete this form and submit with their response.

- If you are bidding Infrastructure as a Service (IaaS) – complete sections A, B, C
- If you are bidding Platform as a Service (PaaS) – complete sections A, B, C
- If you are bidding Miscellaneous as a Service (MaaS) – complete sections A, B, C
- If you are bidding Cloud Broker Services – complete sections A, B, D

- A. Sample Engagements
- B. Vendor Qualifications (e.g., General service model descriptions, Security and Privacy, Operational, Support, Business Continuity, etc.)
- C. Vendor Qualifications (additional qualifications specific to IaaS, PaaS, and MaaS – NOT Broker.)
- D. Vendor Qualifications – Cloud Broker ONLY

References

Bid Package 6 - References

- The vendor must provide the vendor reference questionnaire directly to companies/government agencies as specified in Section 3.7.4 of the RFO.
- Instructions are included in Bid Package 6.
- DIR is not responsible for undeliverable e-mails or for non-responsive references.
- References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation.
- The Vendor may NOT submit the reference form to DIR.
- Forms submitted directly by the vendor to DIR will receive a score of zero.

References

VENDOR REFERENCES

Cloud Services RFO – DIR-TSO-TMP-266

REFERENCE DEADLINE TO DIR: No later than March 21, 2017 – 2:00 pm CT

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

This portion to be completed by the Vendor requesting reference information

Vendor Name _____

Cloud Service Category (IaaS/PaaS/MaaS/Broker) _____

Prime Contractor _____

Subcontractor(s) _____

Dates of Performance: Starting Date _____ Ending Date _____

Total Est. Contract Dollar Amount _____

Vendor to complete

This portion to be completed by the Customer providing reference and returned to DIR at DIRCloudServices.RFOreferences@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 Product/Service

1. Effectiveness in identifying user requirements
2. Effectiveness in accomplishing performance metrics
3. Identified risk factors and alternatives for alleviating risk
4. Effective logistics support (hardware, software, personnel)
5. Quality & completeness of deliverables and documentation
6. Technical qualifications of contractor personnel
7. Technical qualifications of subcontractor personnel
8. Met Service Level Agreements (SLA's)
9. Accomplished project/application goal
10. Would use service again
11. Would recommend service to others

0	1	2	3	N/A
0	1	2	3	N/A
0	1	2	3	N/A
0	1	2	3	N/A
0	1	2	3	N/A
0	1	2	3	N/A
0	1	2	3	N/A
0	1	2	3	N/A
0	1	2	3	N/A
0	1	2	3	N/A
0	1	2	3	N/A
0	1	2	3	N/A

• Customer Reference to complete.

• Customer Reference must return the form directly to DIR

Evaluation Criteria – Pass/Fail

- **Financial Review**
 - The financial review requires the submission of a DUNs number.
 - Failure to provide this information will result in your response being disqualified.
 - The financial review is a pass/fail determination that is final.
 - Only proposals that pass the financial review will continue to the evaluation phase.
- **Compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:**
 - A score of less than 90% in the Vendor Performance System;
 - Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports;
 - Having purchase orders that have been cancelled in the previous 12 months for non-performance (including but not limited to late delivery, etc.).
- **Completion of HUB Subcontract Plan (Exhibit D)**

Evaluation Criteria

The criteria to be used for evaluation are as follows:

- 45% - Sample Engagements and Vendor Qualifications (Bid Package 3)
- 25% - Pricing
- 20% - Vendor's plan for supporting the Contract and Vendor's history and experience in providing the products and services requested. (Exhibit B & C)
- 10% - Vendor's Customer references. (Bid Package 6)

Vendor Response Package

- One (1) signed original (clearly marked) of the complete response, including one (1) signed original of the HUB Subcontracting Plan (Binder cover should reference “DIR-TSO-TMP-266” and company name/address);
- One (1) signed original of the HUB Subcontracting Plan in a separate envelope;
- Three (3) USB Flash Drives (clearly marked with Vendor name);
 - Refer to Section 3.7.3 for further instructions

Send the Response to:
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Attn: Carrie Cooper “RFO DIR-TSO-TMP-266”

Mandatory Response Contents

- Exhibit A – Vendor Information (*signed*)
 - Attachment 1 – Cancelled Contracts Form (if applicable)
 - Attachment 2 – Release of Liability Form to Cancelled Contract Reference
- Exhibit B – Vendor History and Experience
- Exhibit C – Contract Marketing and Support Plan
- Exhibit D - HUB Subcontracting Plan (*signed*)
- Bid Package 2 – Services Pricing
- Bid Package 3 – Sample Engagements and Vendor Qualifications
- Bid Package 8 – Policy-Driven Adoption for Accessibility
- Any addendum requirements – check the ESD for these; Vendors do not receive notice

Written Questions and Official Answers

Vendor and Webinar participants are encouraged to submit all questions regarding this RFO by fax, e-mail, or in writing to the Point of Contact listed in Section 3.1 as stated in the RFO. Although DIR may provide tentative responses to questions submitted during the conference, responses are not official until they are posted as an addendum to this RFO, requisition number DIR-SDD-TMP-266, on the Electronic State Business Daily, <http://esbd.cpa.state.tx.us/>. Questions will be accepted until 2:00 pm CT on February 23, 2017. Answers will be posted on the Electronic State Business Daily (ESBD) on March 8, 2017.

RFO DIR-SDD-TMP-266



Pre-Bid Conference Break

Conference Recap/Closing

- All questions, inquiries, etc. should only be directed to Carrie Cooper
- Deadline for submitting questions: February 23, 2017, 2:00 p.m. CT
- Answers to the questions are not final until posted March 8, 2017
- Frequently visit the ESBD
- References are due March 21, 2017, 2:00 p.m. CT
- Responses are due March 21, 2017, 2:00 p.m. CT
- Contact Information:

Carrie Cooper

Phone:	512-936-2353
Fax:	512-936-6989
Email:	carrie.cooper@dir.texas.gov



Department of Information Resources

Request for Offer DIR-TSO-TMP-266 Addendum 2 – Questions and Answers

This addendum to Request for Offer DIR-TSO-TMP-266 amends certain sections of the Request for Offers (RFO) and provides Official Answers to Vendor Questions from the Vendor Pre-Bid Conference held on February 22, 2017 and from Vendor's submitting written questions by the February 23, 2017 deadline.

The RFO is amended as follows:

1. Bid Package 1, RFO, Section 3.5.1 Authorized Vendors, is hereby amended to strike and remove the following paragraph:
 - 2) ~~Vendor who will execute a Co-op Contract with DIR and designate one or more qualified dealers or resellers (Order Fulfillers) to sell directly to Customers on its behalf. The Vendor may also sell directly to Customers. The Vendor may also sell directly to Customers. Vendors responding to this RFO must supply a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products to the agencies and political subdivisions of the State, including institutions of higher education, and may sell such products under the terms and conditions of the DIR Contract, in support of Vendor's proposal. Signed letters of authorization must be submitted with Vendor's proposal. Failure to supply the letter may result in elimination of the related proposal from the solicitation process.~~

Official Answers to Written Questions

I. General Questions

1. **Question: Please clarify that the response submission deadline of March 9, 2017 as noted in Section 3.6 is incorrect.** Answer: March 9, 2017 is incorrect; the response submission deadline is on or before 2:00 pm (CT) on March 23, 2017. The RFO was updated to correct in Addendum 1.
2. **Question: Due to the size and scope of this opportunity we would like to request an extension for the Q&A to Monday, February 27th in order to allow time to review all items in the RFO and discussed in the Pre-bid conference. There are items discussed on this call not available in the RFO documents that will required additional consideration. We appreciate the consideration for the extra 2 business days.** Answer: The Q&A due date is not being extended.
3. **Question: Due to the size, scope and complexity of this RFO we would like to request a 2 day extension to the Q&A to February 27th. This time is needed to complete an in depth review for both questions and a response.** Answer: Please see answer to Question #2.
4. **Question: Bid package 4, The Contract for Services does not state this is a draft and will be final upon submission. In order to be able to review, provide complete comments and potentially ask questions we would like to request an extension to the Q&A period to COB on Tuesday, February 28th.** Answer: Please see answer to Question #2.



Department of Information Resources

Request for Offer DIR-TSO-TMP-266 Addendum 2 – Questions and Answers

5. **Question: Will you please extend the deadline for Response?** Answer: The deadline for the response due date has been extended to March 23, 2017, 2:00PM Central Time. The deadline was amended in Addendum 1.
6. **Question: The header in tabs 2, 3, and 4 of Bid Package 8 - Vendor PDAA does not contain the correct RFO title or number. Will DIR be sending the vendors a revised Bid Package 8 or should the Vendors make the change? Please advise.** Answer: The header tabs in Bid Package 8 have been updated by way of this Addendum #2.
7. **Question: Will DIR allow Vendors to submit images of the MS Excel spreadsheets in their MS Word proposals and include the editable MS Excel spreadsheets on the accompanying USB Flash drives? Please provide further clarification.** Answer: Vendors must include all content that is being offered in their response in hard copy form. In the event of a conflict between the original hard copy and electronic version on the accompanying USB flash drive, the original hard copy prevails.
8. **Question: Is DIR accepting Cloud Voice or UCaaS (Unified Communications as a Service or Telephone System in the Cloud) as part of this RFO?** Answer: Per Bid Package 1, RFO, Section 1.2.2, telecommunications services are excluded from this RFO. The RFO states: "Technology services do not include telecommunications services. Any service awarded under the TEX-AN Next Generation Procurement, RFO number DIR-TEX-AN-NG-001 is excluded. The following services were awarded under the TEX-AN Next Generation Procurement: Long Distance Services, Internet Services (including SOHO), Voice over Internet Protocol (VoIP), Local Voice Service, Wireless Service, Fixed Satellite and Access and Transport."
9. **Question: Is a Hosted VoIP solution part of this solicitation in that our Hosted VoIP is a Platform as a Service?** Answer: Please see answer to question #8.
10. **Question: Can you please share the details of incumbents on the current contract?** Answer: Details of current cooperative DIR contracts providing Cloud Services can be found on the DIR website at www.dir.texas.gov.
11. **Question: According to the RFP, we need to be an authorized reseller of Cloud services provider such as AWS and Azure. Can we still bid to this RFP if our HUB Subcontractor is an authorized reseller of Cloud Services and not us? Would our response be considered if the Prime is not the authorized reseller of the said services?** Answer: No, the Prime vendor must be the authorized reseller of the Cloud services being provided. Per Bid Package 1, RFO, Section 3.5.1, any proposing Vendor who is not the Manufacturer/Publisher must supply a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized reseller of the Manufacturer's/Publisher's products.
12. **Question: In reviewing the above RFP, we have determined that our model for delivering infrastructure solutions as a service should be a fit. However, as with many public sector organizations, Cloud contracts are forbidden to provide hardware or software. This is stipulated clearly the scope of services (Section 2.1,**



Department of Information Resources

Request for Offer DIR-TSO-TMP-266 Addendum 2 – Questions and Answers

page 6) that “This solicitation is not for Hardware, Software and Related Services.” However, as a cloud provider of Infrastructure as a Service, our model is a different hybrid.

Our hybrid provides all of the equipment needed, as well as software, that allows our customers to buy LAN, WAN, UC and Data Center as services. Our standard contract model provides each customer with the physical resources needed (Routers, Switches, Servers, Phones and Software), typically on the client premise, but OWNED by Alliant. This is a proactive model to allow customers to consume services (with the ability to change volumes, locations and other needs – much like an electric utility) and not bear the cost for the associated equipment and solution necessary to make them function as the service demands. It is primarily an OPEX model and at the end of the agreement, the organization can continue buying services, which includes an infrastructure refresh or make arrangements to replace the Alliant equipment with devices of their own choosing to provide the same services.

Before spending the time to propose a response, I wanted to get clarification on the restriction. Again, Alliant’s model provide the hardware that is needed, placed on premise, but only used by the contracting organization. Please let me know if this model will be considered and not immediately considered out of scope. Answer: No, a hybrid offering that provides the infrastructure or physical equipment on the customer premise is not within scope of this RFO. Providing the cloud services and the underlying infrastructure should be a transparent model where the equipment is under the care and control of the Vendor in a shared resource pool environment. The cloud solution may offer the customer options to ‘rent’ the physical resources through the cloud service, but again, the associated equipment is managed and supported by the Vendor as an all-inclusive solution and the customer should not be responsible for the management, care or custodial responsibility for the equipment.

13. **Question: Will agencies leveraging this contract be exempted from Government Code Sec. 2054.391 mandating the use of Texas DCS? If not, won't the 28 major Texas State agencies be effectively unable to purchase cloud services on this vehicle?** Answer: No, agencies leveraging this contract will not be exempted from Government Code Sec. 2054.391 mandating the use of Texas DCS. Bid Package 1, RFO, Section 2.1, states these agencies would be required to submit a request for exemption from the Texas Data Center Services and that DIR, in its capacity as manager of the Data Center Services program, works with agencies to promote the use of the services, and where applicable, to determine if an exemption to any component of the program is warranted.
14. **Question: Could the DIR provide additional details as to the historic spending on the Cloud Services vehicle such as total orders by contract awardee on a year by year basis? Providing this information will allow bidders to understand more about historic market demand for use in developing a targeted marketing plan.** Answer: Vendors can obtain this type of data through the Data.texas.gov Open Data Portal that features tools to search, filter, map and visualize state agency data sets.



Department of Information Resources

Request for Offer DIR-TSO-TMP-266 Addendum 2 – Questions and Answers

15. **Question: For a DCS customer, can they still procure services from this contract? Do they have to use DCS cloud services?** Answer: Please see answer to Question #13.
16. **Question: If responding with a software only solution, would the response go to miscellaneous as a service category or must respondent include a hosted version?** Answer: Software as a Service solutions would not be considered under the Miscellaneous as a Service (MaaS) category. The Cloud Services offered should align with the cloud service models and deployment models that meet the five essential characteristics of cloud computing. The service models, deployment models, and essential characteristics are detailed in Bid Package 1, RFO, Section 2.1. SaaS was previously solicited by DIR on RFO Number DIR-TSO-TMP-225 Software including SaaS Products and Related Services, which was issued on February 27, 2015.
17. **Question: Will Disaster Recovery as a Service (DRaaS), Identity as a Service (IDaaS) and/or Big Data Analytics as a Service (BDaaS) qualify as Miscellaneous?** Answer: DIR anticipates that these categories could be within the scope of the Miscellaneous as a Service category as defined in Section 2.1 of the RFO.
18. **Question: Can you provide a couple of examples of Miscellaneous as a Service (MaaS) offerings that DIR feel are needed?** Answer: Examples of MaaS offerings are provided in Question #17.
19. **Question: Does the current Amazon (AWS) contract through the Data Center fall under one of these service models and if so, which? If not, can you describe AWS scope and purpose?** Answer: Yes, the current Amazon (AWS) contract through the Data Center provides IaaS and PaaS cloud services.
20. **Question: Does IaaS, PaaS, and MaaS refer to vendors that provide these services directly and Cloud Broker refer to a vendor reseller or distributor? Does DIR have a definition for Cloud Services Broker?** Answer: In essence, yes, Vendors would be providing IaaS, PaaS and/or MaaS cloud services directly and Cloud Broker is providing a third party cloud service as an authorized reseller/distributor. The definition for Cloud Services Broker is stated in the RFO as follows:
- Cloud Broker.** A cloud broker is an entity that manages the use, performance and delivery of cloud services, and negotiates relationships between cloud providers and cloud consumers. A cloud broker acts as the intermediary between consumer and provider and will help consumers through the complexity of cloud service offerings and may also create value-added cloud services.
- In other words, the customer contracts with the Broker directly but not with any cloud providers. The Broker contracts with the service providers directly.
21. **Question: We don't sell PaaS/IaaS but we do the migrations and supporting services. Does this qualify as a Broker?** Answer: No, migrations and supporting services alone for PaaS/IaaS does not qualify as a Cloud Broker. DIR offers technology migrations and support services through the Deliverables Based IT Services (DBITS) contracts. These type of services were previously solicited by DIR on RFO Number DIR-



Department of Information Resources

Request for Offer DIR-TSO-TMP-266 Addendum 2 – Questions and Answers

TSO-TMP-253 for Deliverables Based IT Services (DBITS), which was issued on August 4, 2016. DIR expects that the Cloud Broker is the single responsible Vendor that would manage the use, performance and delivery of cloud services between the providers and customers. This model could be supplemented with value-added services such as migrations and support services, but again, the value-added services alone would not qualify as a Cloud Broker.

22. **Question: Are hybrid cloud solutions (mix of cloud and on premise hardware) within scope of this contract?** Answer: No on premise hardware is not within scope of this RFO. See answer to Question #12.
23. **Question: The RFP states that “This solicitation is not for Hardware, Software and Related Services.” However, as a cloud provider of Infrastructure as a Service, our model provides all of the equipment needed, as well as software, that allows our customers to buy LAN or WAN as a service. This could include all the physical resources needed (Routers, Switches and associated Software), typically installed on the client premise, but not sold to the consuming customer. So a customer would buy what services are needed and can be discontinued within contract guidelines. Would this model be rejected?** Answer: See answers to Question #12 and #22.
24. **Question: Are e-forms and workflow design and implementation services part of the cloud broker scope, as a value-added service, even if we are not a vendor of any other cloud services or platforms currently? Or, to clarify: Would a value-added service of e-forms and workflow design fall under miscellaneous as a service scope if no other cloud products, software, or infrastructures are offered? If a contract may be awarded solely for the value-added services, may actual cloud products be added at a later date?** Answer: No, these value-added services alone are not within the scope of the Cloud Broker category. See answer to Question #21. Additionally, these would not be within scope of MaaS since DIR expects that the services offered in this category will align with essential characteristics of cloud computing. Reference Bid Package 1, RFO, Section 2.1 for the essential characteristics.
25. **Question: We currently do not have any relationships with any cloud service providers, but wish to offer e-forms and workflow design as a standalone service to customers who are purchasing cloud products from other vendors. Would this fall under the scope of Miscellaneous as a Service?** Answer: See answer to Question #24.
26. **Question: Have any exemptions been previously granted to DCS customers to use this contract vehicle?** Answer: No exemptions have been granted.
27. **Question: Can a contract holder name resellers under these contracts?** Answer: No, the contracted Vendor must be the Vendor providing the services under these contracts.
28. **Question: Of the total amount of available DIR customers, what is the estimated percentage that are mandated to use the Statewide Technology Data Center**



Department of Information Resources

Request for Offer DIR-TSO-TMP-266 Addendum 2 – Questions and Answers

Services first? Answer: Government Code Sec. 2054.391 mandates 28 state agencies to use the Statewide Technology Data Center Services.

29. **Question: How many awardees is DIR targeting for this contract vehicle?** Answer: DIR does not have a predetermined number of awardees targeted for this contract vehicle.
30. **Question: Can we use previously agreed upon T&C's for Attachment A (Services) or does Attachment A differ based on category (i.e. Cloud vs. End User ITO)?** Answer: Vendors should not assume that terms and conditions previously negotiated in other DIR contracts would be acceptable. Vendors wishing to negotiate terms may propose changes and exceptions on the format described per Bid Package 1, RFO, Section 2.3.2. If Vendor fails to note any exception in this format, Vendor may not be allowed to request an exception during negotiation or at some later date.
31. **Question: What are some example exemptions that would allow DIR customers to not use the Data Center Services?** Answer: DIR does not have predetermined criteria to provide the example being requested.
32. **Question: Cloud is ever evolving. If we have a service that is new or will be developed in the near future can we add it to the cloud contract later?** Answer: DIR recognizes that technology is ever-evolving and therefore included an Emerging Technologies and Future Acquisitions provision to address this in Bid Package 4, Sample Services Contract.
33. **Question: If bidding multiple categories, is the award all categories or none, or will we be able to win a subset of the categories bid?** Answer: Vendors may be awarded all, some, one or none of the categories.
34. **Question: In past RFO's the DIR required a letter of authorization from manufacturer. Will that be required? And if yes, in what format – will it have to come directly from the manufacturer or may vendor receive from manufacturer to turn in with response package?** Answer: Yes, per Bid Package 1, RFO, Section 3.5.1, any proposing Vendor who is not the Manufacturer/Publisher must supply a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products. Signed letters of authorization are received from the Vendor submitted with the Vendor's offer.
35. **Question: In your definition of Cloud Broker is that implying the Broker will not participate in the management of the services? Just turning the whole process over to other organization?** Answer: No, DIR expects that the Cloud Broker is the single responsible Vendor that would manage the use, performance and delivery of cloud services between the providers and customers. The Cloud Broker Vendor does not turn the whole process over to the other organization. For example, if a customer experiences a service impairment the customer would open a support ticket with the Broker and the Broker would work with the service providers for resolution.
36. **Question: If we are a reseller managing the cloud offering (private cloud as example) do you consider the manufacturer as a subcontractor? If yes, confirm they**



Department of Information Resources

Request for Offer DIR-TSO-TMP-266 Addendum 2 – Questions and Answers

should then be part of the HUB Subcontracting Plan (HSP). Answer: No. However, Vendors must supply a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products.

37. **Question: May we assume you have a Microsoft VPAT on file?** Answer: No.
38. **Question: If we are a reseller of a major cloud service provider (CSP) offering, does the PDAA exercise apply to our own corporate capabilities or to the CSP?** Answer: The PDAA applies to the vendor's own corporate/company capabilities.
39. **Question: Do the services offered need to be EPEAT certified?** Answer: No, there is no requirement for the services offered to be EPEAT certified. However, Vendors should be responsive to the information requested about EPEAT in Bid Package 1, RFO, Exhibit A, Vendor Information, Item 13).
40. **Question: Would video as a service be considered tele-communications or is it within scope? Examples would be video based cloud services or video infrastructure as a service.** Answer: Video as a Service may be a cloud offering that is within scope of the Miscellaneous as a Service category and not excluded per the Technology telecommunications services described in Bid Package 1, RFO, Section 1.2.2.
41. **Question: How are the vendor selections determined? Are vendors ranked by a numerical rating and a pre-determined cutoff applied, or do you accept all vendors with adequate responses?** Answer: Responses that pass the administrative review are evaluated based on the following criteria stated in Bid Package 1, RFO, Section 4.2:
- 45% - Sample Engagements and Vendor Qualifications
 - 25% - Pricing
 - 20% - Vendor's plan for supporting the Contract and Vendor's history and experience in providing the products and services requested
 - 10% - Vendor's Customer references
- The Vendor selections are determined through a natural break to establish the competitive range after each Vendor's offer is assessed, scored and ranked in ascending order by the highest points.
42. **Question: Cloud Broker Services - does that include: Managed Services Providers or IaaS Reseller? Let's say of AWS and what our migration/management/optimization/design costs would be? Can it be a % of Spend Level of IaaS for e.g., or one-time cost?** Answer: Cloud Broker can include all measure of value added services to enhance the customer experience while using cloud services. The services can be charged as one time or recurring charges.
43. **Question: Is there a vetted cloud provider list or can we suggestion any cloud?** Answer: No, there is no vetted cloud provider list. Vendors should propose Cloud Services that meet the criteria described in Bid Package 1, RFO, Section 2.
44. **Question: Can vendor provide connectivity to our Cloud Solution?** Answer: DIR is interpreting the 'vendor' in this question to mean 'cloud provider', in which case, the answer would be no, the cloud provider cannot provide customer specific networking



Department of Information Resources

Request for Offer DIR-TSO-TMP-266 Addendum 2 – Questions and Answers

services/transport services as connectivity beyond the POP (point of presence) that the cloud service offers. To further clarify, the Vendors interconnectivity between x to x is acceptable as part of the backend solution to the customer; however, from a customer location to cloud location where it is the customer responsibility it will be considered out of scope for this Cloud Services RFO.

II. Bid Package 1 - RFO

45. **Question: Section 1.2.6. Can we get additional information on the list of customers who used the contract vehicle from 2014 – 2017? And dollars spent by each?**
Answer: See answer to Question #14.
46. **Question: Do solutions/ services under the MaaS category have to be "on demand self-service" with no human interaction if they are compliant with section 1.2.2 and are focused on enabling delivery of cloud based services?** Answer: Based on evaluation of specific solutions and services, DIR would make the determination then on whether or not it would be acceptable.
47. **Question: Can software tools that enable integration and/or control of multiple cloud platforms (AWS, Azure, etc) and are compliant with section 1.2.2 be placed in the MaaS as long as they are not purchased in a SaaS model?** Answer: Yes, as long as they are modeled after the cloud characteristics already defined.
48. **Question: Given the large/ extensive portfolio of cloud platforms and list pricing changes that occur due to the consumption based modeling of cloud, is it possible to submit pricing as a set % off/ in addition to MSRP?** Answer: Yes, DIR expects Vendor to provide a set percentage discount in addition to MSRP for the cloud services offering.
49. **Question: Section 2.1. My company has no historical work with the TX government. Will our lack of entries in the Vendor Performance Tracking System (VPTS) be a fail criteria?** Answer: No, lack of entries in the VPTS is not a pass/fail criteria for this RFO.
50. **Question: Section 2, pg. 6. Regarding Deployment Models / Hybrid Clouds: where would the private cloud components be hosted and who would manage these?**
Answer: The deployment model/hybrid clouds is an example of one of the types of cloud computing deployment models that is within scope of this RFO. DIR is not prescribing the requirements such as where the private cloud components would be hosted and how these are managed. Through this RFO process, DIR intends to award contracts that will be available for each DIR eligible customer to procure cloud services when the customer determines the business need and identifies the precise requirements and plans for implementing Cloud Services.
51. **Question: In RFO Section 3.4.1, it says the HUB goal is 26% but the presentation slide said 21.1%. Could you clarify which one is correct?** Answer: The correct HUB goal is 26%. The presentation slide has been corrected for the avoidance of any confusion from this error.



Department of Information Resources

Request for Offer DIR-TSO-TMP-266 Addendum 2 – Questions and Answers

52. **Question: Section 3.7.2, pg. 15. You state No PDFs in electronic format. We generally rely on PDFs to provide signed documents since we are a large corporation. Would you reconsider allowing PDF formats if we also include editable format for the non-signature sections? If not, how do you envision receiving an electronic copy of a signed document?** Answer: Yes, DIR will accept PDF formats for electronic copy of a signed document accompanied by editable format for non-signature sections.
53. **Question: Section 3.7.2, pg. 15. Will you permit electronic signatures in place of wet ink signatures?** Answer: No, DIR requires a wet ink signature.
54. **Question: Section 3.7.4 page 16. Do we need to submit three (3) references for each category?** Answer: No, the Vendor Reference Questionnaire (Bid Package 6) does not require three (3) references for each category. DIR is requesting the three (3) references for the company.
55. **Question: Section 4.1. What criteria is the CFO office using to determine its pass/fail response?** Answer: The CFO uses the Dun and Bradstreet (D&B) Supplier Evaluation Risk Rating (SER). If a SER is greater than or equal to 9, the vendor will be disqualified.
56. **Question: Section 4.3. Will DIR provide any advance guidance on the scope and content of Oral Presentations? We understand these will be requested at DIR's discretion but we would like to know what to expect so we can be better prepared.** Answer: Yes, DIR would provide guidance on the scope and content of any oral presentations, if held, at the time DIR determines the need for any oral presentations.
57. **Question: On page 26 of 33 in the RFO, 12) Proof of Financial Stability. It states "Vendors must provide a Dun and Bradstreet D-U-N-S number..." Under that paragraph in the RFO, there is a statement, in brackets and in italic, it states "Vendors responding to this RFO shall submit the most recent three years audited financial statements..." Please clarify if providing just a DUNS number is sufficient or if three years of financial statements is also a response requirement.** Answer: The DUNS number is sufficient; therefore, three years of financial statements is not a response requirement. Reference Addendum 1 that addresses this correction.
58. **Question: On page 14 of Exhibit A, under question 12, Texas requires vendors to submit the most recent three years audited financial statements. Will Texas DIR clarify what it deems acceptable as a financial statement, such as a balance sheet or income statement?** Answer: See answer to Question #57.
59. **Question: Section 4.5. How are qualifications rated/assessed to add up to 45%? What criteria is applied to the responses?** Answer: DIR does not disclose the scoring methodologies that add up to the percentage of weighted criteria during the open procurement phase.
60. **Question: RFO DIR-TSO-TMP-266, Page 3, Section 1.2.6, Current Contract: Please confirm if the contract sales of \$7.3M was for Texas customers only or also included**



Department of Information Resources

Request for Offer DIR-TSO-TMP-266 Addendum 2 – Questions and Answers

Interlocal sales from customers outside the State of Texas. Answer: The contract sales amount included sales from all eligible channel types, including eligible out of state customers.

61. **RFO DIR-TSO-TMP-266, Page 8, Section 2.4, Form of Contract: Below this section the items are numbered 2.3.1 and 2.3.2, should these be 2.4.1 and 2.4.2?** Answer: Yes, the numbers should follow the order sequence. Reference Addendum 1 that addresses this correction.
62. **RFO DIR-TSO-TMP-266, Page 8, Section 2.4, Form of Contract, sub section 2.3.1: This section states the sample Contract for Services attached is Bid Package 3 and the Standard Terms and Conditions for Service Contract attached is Bid Package 4. The bid packages for these items attached to the RFO as released are Bid Package 4 and Bid Package 5. Will this section be updated to reflect the updated bid package numbers?** Answer: Reference Addendum 1 that addresses this correction.
63. **RFO DIR-TSO-TMP-266, Page 14, Section 3.6 Response Deadline and Submission Requirements: The response due date listed in the first paragraph of this section states it is March 9th, 2017 at 2pm CST. We request this be updated to reflect the current due date of March 21st, 2017.** Answer: Reference Addendum 1 that addresses this correction.
64. **Appendix A, Page 12, Item 7. D. Shipping and Handling Fees states that the price charged to the Customer under this Contract will include all shipping and handling fees. This is a cloud services contract. Many technology services, like IaaS, do not include S&H fees as part of the service delivery because there are no tangible goods/items. Will DIR consider removing all such inapplicable provisions so that the final contract captures only the requirements applicable to a vendor?** Answer: Issues such as these will be determined during contract negotiations. Vendors who take exceptions to Bid Package 4 – Sample Contract and/or Bid Package 5 – Appendix A, Standard Terms and Conditions for Services Contracts, should note those exceptions in their response to Item 10 of Bid Package 1, Exhibit A of the RFO.
65. **Question: There are many terms and conditions contained in Appendix A that have been deemed “non-negotiable” which, as written, are either vague, inapplicable to an infrastructure as a service (IaaS) cloud services provider, or incompatible with the acquisition of a standard commercial service. Without the ability to negotiate such terms and conditions, competition for the contract may be stymied and lead to limited DIR customer options for important technology services like IaaS. This issue appears in a number of places throughout the RFP, for example: Section 9.I requiring that a vendor provide security around data (this would be a customer responsibility under the IaaS shared responsibility model); Section 10.b.5 requires that a vendor be responsible for transition or wind down expenses in the event of a suspension or termination (these would be customer obligations upon the termination of an AWS account); and Section 11 requiring that all notices relating to the contract be handled in a specific manner (versus distinguishing between notices relating to the underlying technology services and official notices under the**



**Request for Offer DIR-TSO-TMP-266
Addendum 2 – Questions and Answers**

contract). How does DIR intend to address these types of issues? If a respondent takes exception to “non-negotiable” terms, will the respondent be deemed non-responsive? Answer: DIR’s Standard Terms and Conditions for Services Contracts provide a standard framework for the Cooperative Contracts program to support all of DIR’s contracting initiatives across a variety of offerings for information technology products and related services. All of our contracts comply with state purchasing requirements. Vendors may propose terms and conditions that may be specific to the type of contract the Vendor is responding to, in which case issues such as these will be determined during contract negotiations. Vendors who take exceptions to Bid Package 4 – Sample Contract and/or Bid Package 5 – Appendix A, Standard Terms and Conditions for Services Contracts, should note those exceptions in their response to Item 10 of Bid Package 1, Exhibit A of the RFO. The Vendor’s response may not be deemed non-responsive, however, if a Vendor is unable to comply with these provisions, the Vendor’s response may be subject to disqualification from further consideration for this solicitation.

66. **Question: Appendix A, Section 8.C.3 (“Records and Audit”) includes, among other things, a requirement that vendors provide access to DIR contract/audit staff relating to a broadly defined set of DIR Customer records. How will DIR ensure that an IaaS vendor secures the necessary approvals from DIR customers to disclose what may amount to confidential DIR Customer information? Additionally, to the extent DIR staff performs an audit/compliance check of these records, how will it ensure the protection of any vendor confidential or trade secret information that it may receive? The subsection also requires that a vendor reimburse DIR for the cost of an audit/compliance check where such a check identifies inaccurate reports. Before requesting any such reimbursement, will DIR consider establishing a threshold that must be exceeded prior to the vendor bearing the cost of the audit (e.g., requiring reimbursement only for inaccurate reports resulting in material underpayment of the DIR Administrative Fee)?** Answer: Issues such as these will be determined during contract negotiations. Vendors who take exceptions to Bid Package 4 – Sample Contract and/or Bid Package 5 – Appendix A, Standard Terms and Conditions for Services Contracts, should note those exceptions in their response to Item 10 of Bid Package 1, Exhibit A of the RFO.
67. **Question: Appendix A, Section 9.C (“Vendor Certifications”) requires that if Vendor responds to certain Customer pricing requests or Statements of Work, then Vendor may be required to comply with additional terms and conditions or certifications.” Can DIR clarify that any additional DIR Customer terms, conditions or certifications would be subject to mutual agreement of the parties?** Answer: Issues such as these will be determined during contract negotiations. Vendors who take exceptions to Bid Package 4 – Sample Contract and/or Bid Package 5 – Appendix A, Standard Terms and Conditions for Services Contracts, should note those exceptions in their response to Item 10 of Bid Package 1, Exhibit A of the RFO. The additional requirements described here will not be imposed on Vendor for performance of all engagements under the awarded contract; rather, they may be required if the Vendor wishes to participate in certain engagements where the customer agency has additional requirements. If Vendor does not agree to such terms, then it need not participate in that specific engagement.



Department of Information Resources

Request for Offer DIR-TSO-TMP-266 Addendum 2 – Questions and Answers

68. **Question: Appendix A, Section 10.B.5 (“Immediate Termination or Suspension”)** states that if the Contract is suspended or terminated, then the Vendor “may be held ineligible to receive further . . . payment.” This section is unclear regarding the definition of “further payment” because services are provided to and consumed by the Customer on-demand; therefore, can DIR clarify that because Customers self-provision their services, any charges for services consumed subsequent to the suspension/ termination date will be paid for in full? Answer: Issues such as these will be determined during contract negotiations. Vendors who take exceptions to Bid Package 4 – Sample Contract and/or Bid Package 5 – Appendix A, Standard Terms and Conditions for Services Contracts, should note those exceptions in their response to Item 10 of Bid Package 1, Exhibit A of the RFO.
69. **Question: Due to the size, scope and complexity of this RFO we would like to request a 1 week extension to the due date to March 29th, 2017. With the addition of new categories and the ability of vendors to address new and emerging technologies in the MaaS category it would benefit the State of Texas customers to allow additional time for new vendors to have 3 weeks from the Q&A period to complete proposals.** Answer: See answer to Question #5.

III. Bid Package 1 - Attachments 1 and 2 – Cancelled Contracts

70. **Question: We are a large, global firm that enters into thousands of contracts monthly. For this form do you want:**
a. **Cancelled contracts only for Texas government?**
b. **Cancelled contracts only for proposed service model?**
There needs to be some specific criteria due to impractical requirement to large companies. Answer: Cancelled contracts notification is applicable to contracts for products and services relevant to the solicitation. Because we benchmark/research other cooperatives, states, local governments, etc. within the US, Vendors should include contracts cancelled with entities in the US.
71. **Question: Do cancelled contracts refer to any cancelled contracts or just those with the State of Texas?** Answer: Please see answer to question #70.
72. **Question: Please clarify if Vendors need to submit Exhibit A, Attachment 2, Respondent Release of Liability form for each reference included in the Vendors response and will this form replace the need for the fourth USB flash drive that is to contain confidential or proprietary information. Please provide further clarification on the Attachment 2 and the fourth USB flash drive.** Answer: Yes, the Respondent Release of Liability form must be completed for each identified reference (general references and cancelled contract references). This form does not necessarily replace the need for the one (1) USB Flash drive containing what Vendor asserts are confidential or proprietary.

The determination to provide the one (1) USB Flash drive is up to the Vendor. Per Bid Package 1, RFO, Section 3.7, if Vendor’s response does not contain such materials, then USB Flash drive for these items are not required. DIR will release the non-



Department of Information Resources

Request for Offer DIR-TSO-TMP-266 Addendum 2 – Questions and Answers

proprietary/confidential and non-copyrighted version if DIR receives a Public Information Request. Unless Vendor specifically identifies proprietary, confidential or copyrighted material as required, DIR will assume all information is available for public disclosure.

IV. Bid Package 2 – Pricing

73. **Question: In the RFO Bid Package 2, Pricing Template, the MSRP column, is this price that we the Provider is offering for that service? And the discount of 10% is enforced on that?** Answer: The MSRP is the Manufacturer's Suggested Retail Price. DIR is requesting Vendors offer a DIR Customer Discount that is a percentage off the MSRP that will calculate to a DIR Customer Price. DIR is not inferring what the Vendor discount should be; the discount of 10% is in the Pricing Template as an example.
74. **Question: Are we expected to list the price for every single machine type (CPU/RAM/Storage Specs) we can offer?** Answer: Vendors should submit the price and discount for every category and service that the Vendor would like to be considered for award.
75. **Question: Can the DIR confirm that the IaaS catalog pricing requested in Bid Package 2 – RFO Pricing Template is representative and not meant to be inclusive of all variants of cloud services (i.e., a separate line item for every virtual server/operating system combination currently available)? A representative sample is encouraged with the understanding that the final contract with DIR may include tens or hundreds of thousands of additional lines of services.** Answer: See answer to Question #74.
76. **Question: For proposed IaaS services, may vendors respond in the tabs with a percentage off list and refer to the current list pricing in an appendix? Pricing from IaaS providers changes weekly.** Answer: Yes, Vendors may respond in the tabs with a percentage off list and submit the current list/catalog pricing as an attachment. See also answer to Question #74.
77. **Question: For any and all Cloud categories, may vendors provide a blanket discount off list on OEM cloud-related product & service offerings (e.g., AWS) and attach the OEMs price list as an attachment OR should vendors break them out and follow the price list format as is?** Answer: See answer to Question #76.

V. Bid Package 3 – Sample Engagements and Qualifications

78. **Question: Can we use the same customer engagements for different categories?** Answer: Yes; the same customer engagements (projects) may be used to demonstrate examples of qualifications for the respective category. However, DIR would like to emphasize that these same engagements should clearly illustrate and describe each category.
79. **Question: If you are doing all 4 categories do you submit one response per section A, B, C, D or do you complete the sections multiple times?** Answer: In Bid Package



Department of Information Resources

Request for Offer DIR-TSO-TMP-266 Addendum 2 – Questions and Answers

3, two Sample Engagements should be provided for each category in which you are bidding (i.e., IaaS, PaaS, Cloud Broker, Cloud Assessment). For Vendor Qualification questions, vendors should complete each question once but include information regarding each category for which they are responding.

80. **Question: If we are on all 4 solutions- IaaS, PaaS, MaaS and Cloud Broker Services, do we submit each of these, Sections A, B, C for IaaS, Sections A, B, C for PaaS, etc., or do we submit Section A, B, C and D one time?** Answer: See answer to Question #79.
81. **Question: Will the customers that are referenced in the vendor experience section need to be prepared for reference calls and public exposure?** Answer: Yes, DIR reserves the right to contact any provided engagement contacts for further information/clarification, if needed. In terms of public exposure DIR publishes awarded contracts as required by state law. Additionally, concerning Public Information Act requests, DIR follows the procedures outlined in Bid Package 1, Section 3.12 entitled Public Information.
82. **Question: Are vendor qualifications assessed according to each organization category (e.g., govt agencies, municipalities, Higher Ed, and K-12) since they all may have a different set of critical requirements? For example, K-12 may require FERPA but not PCI compliance.** Answer: At this time DIR anticipates assessing the qualifications in general and not necessarily according to each organization category.
83. **Question: For the sample projects provided, if a client was provided more than one of the services, can they be referenced for all services provided?** Answer: Yes; see answer to Question #78.
84. **Question: Section B.1, #1. Will we be evaluated less favorably if we do not propose a plan for the K-12 segment? We are primarily focused on higher education and state/local government.** Answer: No, responses will not be evaluated less favorably under this circumstance.
85. **Question: Please advise if it is acceptable for vendors to provide responses to Sections B, C and D in a narrative format rather than in the prescribed outlined table format in Bid Package 3 to provide content in a format that facilitates ease of review for evaluators and provides ability to elaborate on our experience?** Answer: DIR is requiring vendors to provide responses in the prescribed outlined table format in Bid Package 3. Vendors are welcome to provide additional information to supplement the prescribed forms in any format they wish to provide. However, the Vendor must still follow the prescribed format requested.

VI. Bid Package 5 – Vendor References Form

86. **Question: We are providing Cloud Services to few Federal Agencies. Can we use those references (PPQ)?** Answer: Yes, Vendors may use companies or government agencies.



Department of Information Resources

Request for Offer DIR-TSO-TMP-266 Addendum 2 – Questions and Answers

87. **Question: Can we use the references of our HUB Subcontractor or partner company?** Answer: No, the references should be of the Vendor that will be contracting directly with DIR to provide the cloud services.
88. **Question: Would our response be considered if our clients fail to send the references on time?** Answer: Responses are not disqualified if references fail to submit the Vendor Reference Questionnaire on time. However, If DIR does not receive a vendor reference, Vendor will receive a score of “0” for that reference.
89. **Question: How many references are needed?** Answer: DIR is requesting three (3) references for the Vendor Reference Questionnaire (Bid Package 6). Separately, DIR is requesting Vendors to complete the Sample Engagements and Vendor Qualifications (Bid Package 3) by providing two (2) engagements for each Cloud Services category (IaaS, PaaS, MaaS and Cloud Broker) in which they are bidding.
90. **Question: Will Texas DIR clarify whether the sample engagements that vendors provide in Bid Package 3 can be used again as vendor references?** Answer: Yes, DIR will accept the same vendor references that are provided in Bid Package 3, Sample Engagements and Vendor Qualifications for the Bid Package 6, Vendor Reference Questionnaire. For the avoidance of any confusion this is a reminder that the Vendor Reference Questionnaire form (Bid Package 6) must be submitted directly from the reference to DIR; separately, the Vendor is responsible for providing their own response to Bid Package 3.

VII. Miscellaneous

91. **Question: Does the customer have vCenter / vRealize already? Does the customer plan to use existing vcenter / vrealize license? Does the customer have VMWare? Does the customer plan to use existing vmware licensing? Does the customer need DevOps functionality? Is the customer trying to do Intelligent Operations? Does the customer want a service catalog of automated operations? Has the customer talked about Software Defined DataCenter? (SDDC) Has the customer considered what VM sizes would be needed? How many sites are part of this scope? What are sample workloads that would be deployed in this solution? Is the customer interested in VM Application Monitoring, Automation, and Log Analysis? Is Containers support a part of this solution requirement? If so have they looked at Docker / Kubernetes or Mesos previously? Are they looking to do Big Data or Distributed Databases? Does the customer have a requirement for Cassandra, MongoDB, Kafka, Spark, etc. Does the customer want to do Continuous Integration? Do they plan to use GitHub/GitLab for source code? Does the customer have Microsoft Technologies today? Some examples: Office 365, Windows, SQL Server, SharePoint. Do they have information that cannot go into the Public cloud or IP they want to have internal yet still be cloud like? Would the customer like to have Public Cloud in their own Datacenter? What are the legal requirements that apply to IT deployments? Please specify which Governmental standards or rules the existing enterprise comply with? What industry standards and rules apply to IT deployments at your**



Department of Information Resources

Request for Offer DIR-TSO-TMP-266 Addendum 2 – Questions and Answers

company? Answer: DIR combined these questions into one, as the answer would be consistent for all the questions. The specifications and requirements cannot be answered since DIR is not soliciting Cloud Services for the agency or on behalf of another agency or customer. DIR is competitively bidding Cloud Services to establish state wide master contracts for use by DIR eligible customers. Each Customer would identify their own needs, then contact an awarded DIR Vendor and obtain a price quote for services. Therefore, these questions would be relevant at the time a Customer is making the determination to employ cloud services.

- End of Addendum 2 -



**Department of Information Resources
Request for Offer DIR-SDD-TMP-266
Addendum 3**

This addendum to Request for Offer (RFO) DIR-SDD-TMP-266 amends certain sections of the Request for Offers (RFO), extends the deadline for DIR to receive Vendor references and extends the RFO response due date from March 23, 2017 to April 6, 2017. All vendors who wish to propose and sell Cloud Infrastructure as a Service, Cloud Platform as a Service, Cloud Broker services or Miscellaneous as a Service services through a DIR contract should submit a response to this RFO.

The RFO is amended as follows:

1. Section 3.3.1, RFO Schedule is replaced in its entirety as follows:

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, with appropriate notice to prospective Vendors.

Date/Time	Activity
February 10, 2017	Publish RFO on Electronic State Business Daily
February 22, 2017 2:00 pm (CT)	Optional Vendor Conference
February 23, 2017 2:00 pm (CT)	Deadline for submitting questions
April 6, 2017 2:00 pm (CT)	Deadline for DIR to receive Vendor references
March 10, 2017	Deadline for posting answers to questions on the ESBD
April 6, 2017 2:00 pm (CT)	Deadline for submitting Responses to RFO
April 7, 2017 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

2. Section 3.6, Response Deadline and Submission Requirements, is hereby amended from stating responses are due on March 23 and the first paragraph ONLY is restated as follows:

Vendors are invited to submit responses in accordance with the requirements outlined in this document. Responses must be received by DIR on or before 2:00 pm (CT) on April 6, 2017. No late responses will be reviewed. Responses must be hand-delivered or mailed to the submittal address listed in Section 3.7.1. No facsimile or e-mail responses shall be accepted.

3. Exhibit A, Vendor Information, Item 11), paragraph 2), is hereby updated to remove the following sentence:

~~**Vendor shall not redline the contract or Appendix A. All exceptions must be listed in the chart below. Any terms and conditions attached to a response will not be considered unless specifically referred to in this solicitation and may result in disqualification.**~~

4. **Changes to Bid Package 6 – Vendor References Form**, to revise response date from March 23, 2017 to April 6, 2017.

End of Addendum #3



Bid Package 6

Department of Information Resources

Cloud Services

Vendor References

VENDOR REFERENCES
Cloud Services RFO – DIR-TSO-TMP-266
REFERENCE DEADLINE TO DIR: No later than April 6, 2017 – 2:00 pm CT

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

This portion to be completed by the Vendor requesting reference information

Vendor Name _____
 Cloud Service Category (IaaS/PaaS/MaaS/Broker) _____
 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
DIRCloudServices.RFOreferences@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 Product/Service

1. Effectiveness in identifying user requirements	0.____ 1.____ 2.____ 3.____ N/A____
2. Effectiveness in accomplishing performance metrics	0.____ 1.____ 2.____ 3.____ N/A____
3. Identified risk factors and alternatives for alleviating risk	0.____ 1.____ 2.____ 3.____ N/A____
4. Effective logistics support (hardware, software, personnel)	0.____ 1.____ 2.____ 3.____ N/A____
5. Quality & completeness of deliverables and documentation	0.____ 1.____ 2.____ 3.____ N/A____
6. Technical qualifications of contractor personnel	0.____ 1.____ 2.____ 3.____ N/A____
7. Technical qualifications of subcontractor personnel	0.____ 1.____ 2.____ 3.____ N/A____
8. Met Service Level Agreements (SLA's)	0.____ 1.____ 2.____ 3.____ N/A____
9. Accomplished project/application goal	0.____ 1.____ 2.____ 3.____ N/A____
10. Would use service again	0.____ 1.____ 2.____ 3.____ N/A____
11. Would recommend service to others	0.____ 1.____ 2.____ 3.____ N/A____

Cost

12. Accurately estimated and controlled costs to complete work	0.____ 1.____ 2.____ 3.____ N/A____
13. Timely, current, accurate & complete invoices	0.____ 1.____ 2.____ 3.____ N/A____

Timeliness of Performance

14. Adherence to delivery schedule (major tasks, milestones)	0.____ 1.____ 2.____ 3.____ N/A____
15. Provided timely technical assistance, on-site & off-site	0.____ 1.____ 2.____ 3.____ N/A____
16. Timely, current & complete reporting, tracking & documentation	0.____ 1.____ 2.____ 3.____ N/A____

Business Relations & Customer Satisfaction

17. Effectively managed, coordinated & integrated subcontractors	0.____ 1.____ 2.____ 3.____ N/A____
18. Effectively communicated with customer management & staff	0.____ 1.____ 2.____ 3.____ N/A____
19. Contractor personnel (professional, cooperative & flexible)	0.____ 1.____ 2.____ 3.____ N/A____
20. Subcontractor personnel (professional, cooperative & flexible)	0.____ 1.____ 2.____ 3.____ N/A____
21. Overall Satisfaction with prime contractor	0.____ 1.____ 2.____ 3.____ N/A____
22. Overall Satisfaction with subcontractor(s)	0.____ 1.____ 2.____ 3.____ N/A____

Comments: (Please use additional page if necessary)

In your opinion, should this Vendor be used again for future Cloud Services? 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.