



Department of Information Resources

Request for Offer (RFO)

DIR-CPO-TMP-552

TEX-AN 2021: Communications Technology Offerings

Class	Item
204	13, 16, 20, 46, 64, 91
205	13, 16, 20, 46, 64, 91
206	14, 20, 23, 56, 64, 87, 89
208	27, 90
209	28, 91
726	54
838	33, 34, 35, 40, 45, 47, 81, 83, 85, 91, 96
839	83
915	26, 49, 51, 75, 76, 77, 79, 85, 93, 97
920	02, 15, 23, 24, 28, 29, 31, 35, 37, 41, 65, 66, 77, 84, 90
925	89
936	49
939	21, 72, 76
958	23, 89
962	18
985	69, 76, 77
990	28, 50, 80

Issued: January 4, 2021

Version 2.0

**Responses Due: March 29, 2021, 2:00 p.m., Local Time in
Austin, Texas**

SOLICITATION CONTENTS

The list below contains a summary of the documents comprising this Request for Offer (RFO) issued by DIR.

RFO (this document)

- RFO Attachment 1: Respondent Information
- RFO Attachment 2: HUB Subcontracting Plan (HSP)
- RFO Attachment 3: Respondent Release of Liability
- RFO Attachment 4: Exceptions
- RFO Attachment 5: Vendor Accessibility Development Services Information Request (VADSIR)
- RFO Attachment 6: ICT Accessibility Policy Assessment (PDAA)

Communications Technology Services Agreement (CTSA) including the Following Exhibits

Exhibit 1: Statement of Work (SOW)

EDGAR Certifications for Federally Funded Vendors

Pricing and Volumes (Exhibit 2 documents)

1. TEX-AN Exhibit 2.1 Carrier Class Services
2. TEX-AN Exhibit 2.2 Wireless Services
3. TEX-AN Exhibit 2.3 Conferencing Services
4. TEX-AN Exhibit 2.4 Additional Telecommunications Services
5. TEX-AN Exhibit 2.5 Forward Looking Services
6. TEX-AN Exhibit 2.6 Managed Communications Services
7. TEX-AN Exhibit 2.7 Quote Scenarios

Appendices

- Appendix A – Sample SOW for Managed Communications Services
- Appendix B – Master Vendor Reporting Guide
- Appendix C – Sample DIR Bill - Redacted

Table of Contents

1.	INTRODUCTION.....	4
1.1.	Background.....	4
1.2.	Objective.....	6
1.3.	Goals, Key Strategies, and Strategic Overview	7
1.4.	Statutory Authority	9
1.5.	Eligible Customers	9
1.6.	Administrative Fees.....	10
2.	SCOPE	10
2.1.	General	10
2.2.	Electronic and Information Resources (EIR) Accessibility.....	11
2.3.	Term of Contract	12
3.	GENERAL INFORMATION	12
3.1.	Point of Contact.....	12
3.2.	Response Integrity	12
3.3.	Schedule of Events	13
3.4.	Federal and State Requirements	15
3.5.	Joint Responses: Primary Vendor Required.....	17
3.6.	BidStamp Vendor Information System (VIS) Portal.....	17
3.7.	Response Deadline and Submission Requirements	17
3.8.	Response Instructions	18
3.9.	Response Format	29
3.10.	Rejection of Responses.....	30
3.11.	Right to Amend or Withdraw RFO	30
3.12.	Pre-agreement Costs.....	30
3.13.	Ownership of Responses	30
3.14.	Public Information.....	30
3.15.	Disclaimers	31
3.16.	News Release.....	31
4.	EVALUATIONS, NEGOTIATIONS, AND AWARD.....	31
4.1.	Evaluation of Responses.....	31
4.2.	Evaluation Criteria.....	32
4.3.	Revised Offer.....	33
4.4.	Negotiations.....	33
4.5.	E-Rate Funding.....	33
4.6.	Award of Contract	33
4.7.	Protest Procedures	33

Table 1: RFO Terms and Acronyms

Term	Meaning
ADA	Americans with Disabilities Act.
ADC	Austin Data Center.
Administrative Fee(s)	In general, the fee paid to DIR to defray the DIR costs of operating and administering the TEX-AN 2021 Program. The fee is a percentage applied to Successful Respondent's Service costs.
BMIC	Basic Maintenance of Internal Connections.
CFO	Chief Financial Office.
Commercially Available	As applied to a Service in a geographic area, a Service or related Service feature provided legally by a Successful Respondent to one (1) or more entities, which as independent entities from such Successful Respondent, use the Services for its legal commercial business purposes.
Contract(s) or CTSA	Means the TEX-AN 2021 Communications Technology Services Agreement, or (CTSA) – The final version of this contractually binding agreement between the Texas Department of Information Resources and the Successful Respondent awarded pursuant to the RFO, including all exhibits and attachments thereto.
Contract Holder(s)	One (1) or more of the Respondent awarded a Contract as a result of this Request for Offer (RFO).
COTS	Commercial off-the-shelf.
CTCD	Certified Texas Contract Developer.
CTCM	Certified Texas Contract Manager.
CTS	Communication Technology Services.
CTSA	Communications technology services agreement.
Customer(s)	Any entity that is eligible to receive services under the CTSA.
Data	Information available in physical and/or electronic form.
Developing Technologies	Includes technologies Respondents currently have and those that are in work and soon to become available.
DIR	The Texas Department of Information Resources.
DWDM	Dense wave division multiplexing.
EPLS	Excluded Persons List System.
ESBD	Electronic State Business Daily.
Emerging Technologies	Any technology within scope of the RFO currently not available from a Successful Respondent that may become available during the term of the contract.
HSP	HUB Subcontracting Plan.
HUB	Historically underutilized business.
HVAC	Heating, ventilation, and air conditioning.
IC	Internal connections.
ID	Identification.
IT	Information technology.
IVR	Interactive voice response.
LAN	Local area network.
Managed Services	Has the meaning set forth in Section 2.1.c), Managed Services:

Term	Meaning
Managed Network Services	Has the meaning set forth in Section 2.1.a)2 of this RFO including facility, power, and HVAC solutions.
MIBS	Managed internal broadband services.
MPLS	Multiple protocol label switching.
Network Access	Has the meaning set forth in Section 2.1.a)1 and 2.1.b)5 of this RFO.
Network Power Management Services	Has the meaning set forth in Section 4.3 of the SOW addressing Network Power Management Services and Section 11.11 of the SOW addressing Network Power Management Services Response Instructions.
Next Generation 911 (also NextGen 911)	Has the meaning set forth in Section 4.1 of the SOW addressing 911 Services to a 911 Administrative Entity and Section 11.9 addressing 911 Services to a 911 Administrative Entity Response Instructions.
NSOC	Network and security operations center.
PBX	Private branch exchange.
Public Safety	Has the meaning as describe in Section 4.1 of the SOW addressing 911 Services to a 911 Administrative Entity and in Section 11.9 of the SOW addressing 911 Services to a 911 Administrative Entity Response Instructions.
Request for Revised Offer (RFRO)	Optional step or steps in a public procurement process in which DIR may seek, from selected Respondents, refinement of Responses in designated areas. DIR is not obligated to initiate a RFRO, as DIR reserves the right to make awards based on initial RFO Response or any RFRO that DIR issues. DIR may issue more than one RFRO.
Respondent	A firm, company, entity or individual that responds to the solicitation. Unless the Contract clearly indicates otherwise, all terms and conditions of the Contract that refer to Respondent apply with equal force to Successful Respondent.
Response	A Respondent's submission to this RFO.
RFO	Request for offer.
RFRO	Request for revised offer.
SAM	System for award management.
Services	Means the TEX-AN 2021 Communications Technology Services (TEX-AN 2021 Services) as specified in the CTSA and awarded under the CTSA.
SDC	San Angelo Data Center.
SDN	Software defined networking.
SD WAN	Software defined wide area network
SHB	Sam Houston Building.
STS	Shared Technology Services.
Successful Respondent(s)	The entity(ies) awarded a CTSA under this solicitation.
TEX-AN	Texas Agency Network. The activities and contracts authorized by Chapter 2170, Texas Government Code, administered by DIR on behalf of the State.

Term	Meaning
TEX-AN 2021 and TEX-AN 20201 Program	Means the Texas Agency Network 2021 Program procurement – This RFO.
TEX-AN Next Generation or TEX-AN NG	Means the current TEX-AN Program as it exists today.
VASDIR	Vendor Accessibility Services Development Information Request.
VIS	Vendor Information System.
VPAT	Voluntary Product Accessibility Template.
Voice	Has the meaning described in Section 3.1, Voice Services of the SOW.
WAN	Wide area network.
WCAG	Web content accessibility guidelines
Wired	In the context of this RFO, Wired refers to the transmission of data over a wire-based communication technology.
Wireless	In the context of this RFO, Wireless is the electromagnetic transfer of information between two or more points that are not connected by an electrical conductor.

1. INTRODUCTION

1.1. Background

1.1.1 Executive Summary

The Texas Department of Information Resources (DIR) provides statewide leadership and oversight for management of government information and communications technology. DIR's responsibilities and authority have evolved significantly since its creation in 1989, when the Texas Legislature enacted Chapter 2170, Texas Government Code. DIR has served in a leadership role to facilitate the State's economic competitiveness through its ability to deliver quality information resources commodities and services and telecommunications services at the lowest prices and best value for State and local government as well as for the K–12 public and higher education systems.

1.1.2 DIR Information

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

- a) IT strategic planning and IT standards development and direction;
- b) Central procurement for commodity IT equipment, supplies, and selected services;
- c) Coordination and sponsorship of IT training and educational events;
- d) Centrally managed statewide telecommunications services; and
- e) Planning and management of State technology centers, including the outsourcing and consolidation of the State agencies' data centers.

1.1.3 Infrastructure

Today, DIR is responsible for delivering a shared technology infrastructure to plan and manage the State's investments in technology more effectively. DIR fulfills its role through the following lines of business:

- a) The Communications Technology Services (CTS) program is responsible for the operation of the State's telecommunications/communications services, that serves State agencies, political subdivisions, local governments, certain private institutions of higher education, and assistance organizations within the State.
- b) DIR's Shared Technology Services (STS) program is tasked with the creation and operation of State data center facilities and the consolidation of disparate data centers into two (2) consolidated centers. The STS program is also responsible for the operation of the Texas.gov web portal. The following diagram details the major areas of the STS program effective September 1, 2020:

DIR Shared Services Operating Model

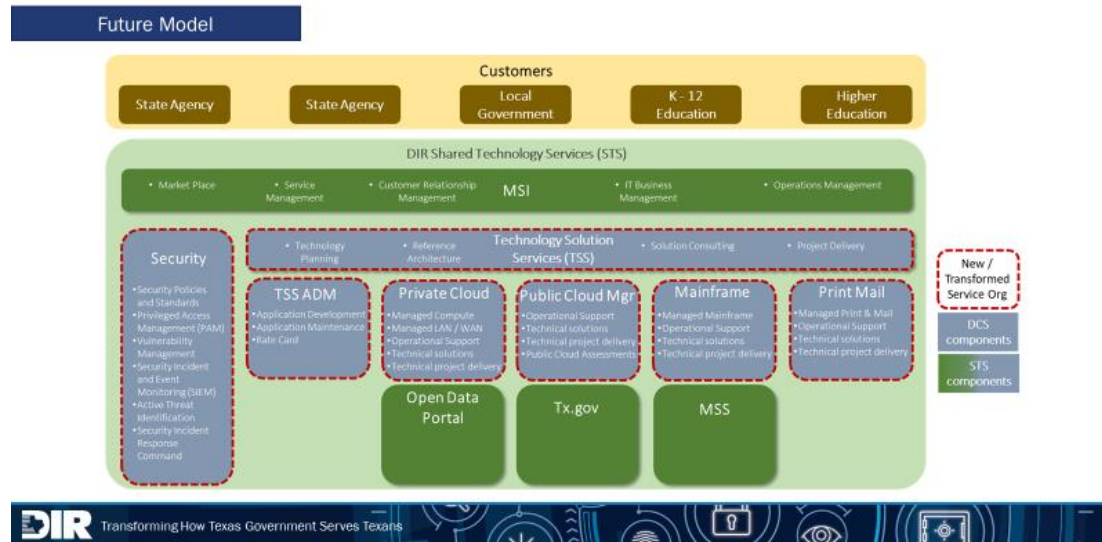


Figure 1: DIR Shared Services Operating Model

Additional information regarding the STS program is available at the following location:

<https://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=45>

- c) The Cooperative Contracts program enables governmental entities to efficiently pool their purchasing power to drive down costs. This program provides an effective procurement channel to thousands of public sector entities and other eligible customers across the State. In addition, DIR’s cooperative contracts are available for use by out-of-state governmental entities.
- d) The Chief Information Security Office provides a number of information security services specifically targeted to State agencies, local governments and educational entities.

1.1.4 Current TEX-AN NG Environment

- a) The following diagram illustrates a high-level view of the State of Texas communications technology infrastructure in relation to current Texas Agency Network (TEX-AN) Next Generation (NG) vendors. The core of the State’s infrastructure is built using State-owned and leased fiber to connect DIR’s multiple protocol label switching (MPLS) network, dense wave division multiplexing (DWDM), and core routers that are used to provide various services to Customers in the Austin area. DIR has two (2) core sites, one (1) at the Network and Security Operations Center (NSOC) and the other at the Sam Houston Building (SHB). DIR’s current contract holders have points of presence at one (1) or both of these locations where they can deliver circuits to the infrastructure. The Contract Holders can also utilize their statewide and national networks to provide Services to State Customers outside the Austin area.
- b) The enterprise MPLS network is an infrastructure that was built using State-owned and managed equipment in Austin and multiple long-haul circuits on diverse paths from Austin to San Angelo for the purpose of providing access to the State data centers. The circuits for data center access are ten (10) gigabit ethernet circuits.

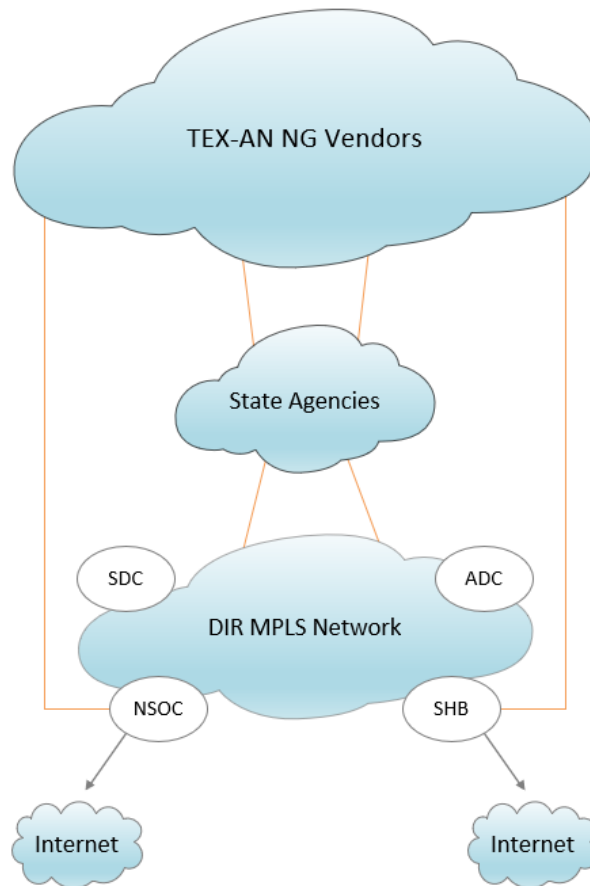


Figure 2: Texas Communications Technology Infrastructure

1.1.5 Modernization

DIR is currently replacing its existing order forms, which are Microsoft Word documents, with an online application/portal to order all voice and data telecom Services under TEX-AN, which will allow the Customer to place their order directly into DIR's ordering system rather than complete an order form and email it to the Service fulfillment team to then enter into the DIR ordering system. The new online application/portal, which is a secure environment requiring a unique user ID/password for each authorized user, can be used with any desktop, laptop, or mobile device by the Customer to submit their order to DIR, and will allow the Customer to track the progress and status of their order, whether it is a new Service, change to an existing Service, or disconnection of a Service. It also allows flexibility in changing order requirements for existing and new Services/enhancement to existing Services and order requirements by vendors as they occur.

1.2. Objective

- a) The objective of this Request for Offer (RFO) is to establish a comprehensive portfolio of communications technology contracts with multiple Service options that will satisfy DIR Customers' broad public service and business requirements. The primary objective of the TEX-AN 2021 Program is to obtain competitive and comprehensive communications technology managed services, commodities and solutions for DIR Customers, acting by and through the DIR.

DIR's vision is to evolve the Texas Agency Network program (TEX-AN) program to enhance the customer experience with modern, integrated, and secure telecommunication services, providing rapid and consistent delivery at a competitive price.

- b) As a result of this RFO, DIR expects to receive and evaluate Responses and select one (1) or more qualified Respondents with whom to enter negotiations. RFO Section [4 EVALUATIONS, NEGOTIATIONS, AND AWARD](#) contains more information regarding evaluation and Respondent selection process. DIR reserves the right to make a single award or multiple awards from this RFO. All Contract(s) awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.
- c) For administrative efficiency for DIR and its Customers, DIR reasonably anticipates that it will award a finite number of Contracts to selected Respondents (Successful Respondents) as determined by the competitive breaks created through evaluation of Responses.
- d) A glossary of terms is included in **TEX-AN 2021 Communications Technology Services Agreement (CTSA) Exhibit A Definitions**.

1.3. Goals, Key Strategies, and Strategic Overview

1.3.1 Goals

As determined by DIR, the primary goal of this procurement is to obtain competitive and comprehensive communications solutions for Customers. Other goals and objectives include:

1. **Integrated services:** Enable eligible Customers to consume a full portfolio of integrated services available from Successful Respondents as standalone and managed services.
2. **Choice:** Ensure that Customers will continue to have a wide choice of providers, technology, service levels, and pricing models available.
3. **Growth:** Achieve growth by enabling comprehensive service portfolios and geographic coverage to an expanded market.
4. **Innovation and Automation:** Enable new technologies and services to be brought to Customers and evolve self-service capabilities.
5. **Competitive price:** Drive value using competitive procurements, economies of scale, evolving technologies, vendor diversity, and a competitive environment.

1.3.2 Key Strategies

Key TEX-AN 2021 Program implementation strategies include:

1. Awarding multiple award CTSA's for Services.
2. Retaining current DIR Networks and associated operations as described in RFO Section [1.1.4 Current TEX-AN NG Environment](#).
3. Integration of wired and wireless services into a new network service to move TEX-AN 2021 from a commodity suite of services to a solution portfolio enabling a complete Customer communication environment.
4. Increasing the efficiency and transparency by requiring Successful Respondents to send electronic ordering, billing, and performance data to DIR.
5. Evaluating options for a potential future move to direct ordering and billing through integrated service-composition tools and service portals.
6. Establishing enterprise pricing for all commodity services (a given price/service for all Customers).

7. Creation of a variable service management model whereby Customers work directly with Successful Respondents for commodity-type automated Services or through DIR assisted Services, as needed.
8. Driving broad response of elastic elements for Services and consumption-based pricing to maximize value and scalability.
9. Establishing software defined networking (SDN) technologies, fiber services, and network power management Services.
10. Identifying and ensuring security and privacy enablements, such as content filtering.
11. Enabling new and emerging technologies as they become available through the life of the Contract(s).
12. Ensuring prioritized public safety solutions such as Next Gen 911 services and first responder wireless services are clearly offered.
13. Considering value-add Service evolution such as ordering, consolidated billing, and solutions development assistance to Customers.

1.3.3 Strategic Overview

- a) DIR seeks to offer an expansive portfolio of voice and data services through the TEX-AN 2021 Program. TEX-AN 2021 Program pricing will be negotiated with the full-volume buying power of all eligible Customers (see RFO Section [1.5 Eligible Customers](#)), which enables highly competitive rates and service levels that are far more favorable than what a single organization would typically be able to negotiate. TGC 2170.051 requires Texas state agencies to utilize the telecommunication services provided by DIR to the fullest extent possible. The current TEX-AN program serves more than 2,800 Customers, comprised of those Customers statutorily required to utilize the DIR offerings as well as voluntary Customers. In 2019, Customers consumed over \$300 million in communication goods and services through the forty (40) current TEX-AN and other telecommunication contracts comprising the scope of this RFO.
- b) DIR believes there is significant opportunity to evolve the current program beyond its existing capabilities thus maintaining Texas as a leader in the public sector. Doing this requires consideration of the current pace of technological innovation and industry research that can provide a “future view” of the marketplace. This evolving marketplace is enabling new technologies and services to constituents through a variety of factors including integrated solutions, remote workforce, self-service ordering, real-time performance monitoring, edge computing, consumption-based pricing, capacity elasticity, and electronic billing. DIR is considering these and all points which might impact the TEX-AN 2021 Program over the term of Contract(s) awarded under this RFO.
- c) In preparation for the release of this RFO and seeking to build upon the success of the program and evolve DIR services in accordance with the developments and innovations in the market, DIR initiated a research effort to best inform the State’s strategy and direction. This effort included current contract data analysis, a market study of similar public sector offerings, emerging technology research, and vendor and customer interviews. The findings and recommendations have been critical as a guide in developing this RFO.
- d) DIR seeks next generation capabilities, security, transparency, and economic benefit and has refrained from over-prescribing the specifics of the delivery model. DIR is challenging the Respondents to bring fresh ideas and current market practices to drive the modernization of government communication operations through practical, scalable, secure, and modern solutions.
- e) DIR is providing Respondents with significant flexibility to design their portfolio of products and

services and provide their defined offerings. To ensure evolving technology is enabled through the TEX-AN 2021 Program, DIR request Respondents provide insight to developing technology solutions which may include some early portfolio offerings such as SDN, software defined wide-area-network (SD WAN), network function virtualization, and network virtualization. Other technologies may not be currently available and are to be considered emerging technology. As a result of the inclusion of new and emerging technologies, DIR expects to receive a myriad of proposals and requires all Respondents to provide full disclosure of all assumptions, components, and cost of its entire proposed portfolio. **Failure to completely disclose all components, requirements, and costs may make it impossible to determine the true cost of the proposed solution and may disqualify or affect a Respondent's ability to continue progressing through the procurement process. Respondents are to adhere to the Response Requirements of Section [3.8](#)**

- f) DIR seeks to broaden the Service model that supports its mandate to ensure the delivery of cost-effective Services. DIR will continue to provide the Services that add value for Customers and adapt the methodology of these Services to enable the evolving digitization and customer experience being seen in the commercial marketplace. This Service model has been developed based upon the following factors:
1. The communications technology industry is rapidly changing. Merger activity, technology innovations, and regulatory issues have created a fluid and dynamic environment of change.
 2. The award of multiple CTSA's has shown to effectively meet the State's requirements and to produce continuously competitive Service pricing.
 3. The procurement will be conducted and CTSA's awarded in the best interest of the State and DIR Customers.
- g) After completion of the TEXAN 2021 procurement, DIR intends to leverage the TEX-AN 2021 Program portfolio of Services to develop and implement new shared service offerings. These shared services will provide value to Customers by having a reliable, scalable solution, leverage the aggregated volume, and provide the assurance of security.

1.4. Statutory Authority

- a) DIR is conducting this procurement under its authority per Sections 2170.002, 2170.003 and 2170.004., Texas Government Code, by 1) negotiating, managing, and administering telecommunications contracts with communications technology providers; and 2) combining the buying power of eligible Customers to obtain volume-discounted pricing for selected technology products and services.
- b) This RFO is **not** a solicitation for professional or consulting services as defined in Chapter 2254, Texas Government Code.

1.5. Eligible Customers

Eligible Customers are those Customers defined in Texas Government Code Section 2170.004. At the time of this RFO, and in addition to State agencies as defined by Texas Government Code Section 2054.003(13), the following entities are eligible Customers:

- a) each house of the legislature;
- b) a legislative agency;
- c) an agency that is not a state agency as defined by Section 2151.002, Texas Government Code;
- d) a political subdivision, including a county, municipality, or district, including local education

- agency as defined by Section 2054.003(9), Texas Government Code;
- e) a private institution of higher education accredited by a recognized accrediting agency, as defined by Section 61.003, Texas Education Code, that:
 - 1. engages in distance learning, as defined by Section 57.021, Texas Utilities Code; and
 - 2. receives federal funds for distance learning initiatives;
 - f) an assistance organization, as defined by Section 2175.001, Texas Government Code;
 - g) subject to Section 418.194, Texas Government Code, a public safety entity, as defined by 47 U.S.C. Section 1401; and
 - h) subject to Section 418.194, Texas Government Code, a governmental entity of another state.

1.6. Administrative Fees

DIR administers programs to accommodate Customer needs. DIR, in its discretion, formulates fees per service designed to fulfill its program needs, as authorized in Section 2054.380 and Chapter 2170, Texas Government Code. Such Administrative Fees may change over time and DIR will provide Successful Respondents with advance notice of a change in the fee(s). DIR will provide the Administrative Fee for each service prior to award and Successful Respondents shall include the applicable fee(s), as a component of price, for all direct sales transaction services.

2. SCOPE

2.1. General

- a) The scope of this RFO includes, but is not limited to:
 - 1. Network Access/Connectivity (Wired and Wireless, Voice and Data, Public Safety, Next Gen 911)
 - 2. Managed Network Services including facility, power, and HVAC solutions
 - 3. Integrated conferencing Services
 - 4. SDN/ software defined wide area networks (SD-WAN)/network virtualization (solutions, not managed services)
 - 5. Fiber-based solutions
- b) DIR seeks to include technology components such as:
 - 1. Virtualized network services
 - 2. Fiber based communication infrastructure and deployment solutions
 - 3. SDN
 - 4. Software defined local area network (SD-LAN)/SD-WAN
 - 5. Network access via wireless technology
 - 6. Network Power Management Services
- c) Managed Services:
 - 1. Managed services - management of customer-owned equipment or vendor-provided equipment.
 - 2. Management of call-processing architecture
 - 3. Management of customer-owned or Successful Respondent-provided equipment in support of call center/contact centers
 - 4. Interactive voice response (IVR)/auto-attendant
 - 5. Phone systems management (private branch exchange (PBX), key system, etc.) or Integration

6. Network design and optimization
 7. Management of any or all components of Voice and/or Data Networks
- d) This Service portfolio includes offerings of current Commercially Available communications technology Services. For every Service category to which a Respondent responds, the Respondent is encouraged to also respond with Emerging Technologies relevant to that Service category.

2.2. Electronic and Information Resources (EIR) Accessibility

- a) Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA (or higher) technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations.
- b) Submitting Respondents are responsible for providing accurate EIR Accessibility documentation to DIR in their solicitation response for products they manufacture, obtaining them from manufacturers for products they represent, or for IT services they provide when EIR Accessibility is applicable.
- c) For Commercial Off the Shelf (COTS) products including Software as a Service or other hosted applications, accurate Accessibility Conformance Reports (ACRs) are required.

ACRs are completed using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher). Respondents may submit ACRs directly in their response to this RFO, or can provide a document that contains direct links to manufacturer ACRs located on manufacture websites. ACRs are required for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete an ACR is included in the template itself.

VPAT Templates are available here: <https://www.itic.org/policy/accessibility>.

ACRs based on earlier versions of the VPAT® template will be accepted if such competed ACRs already exist, and there have been no version changes or significant updates to the product / service since December 31, 2019.

Respondents that claim that EIR Accessibility requirements are not applicable for an included product or products must submit a document that supports that claim to DIR in their response.

Additionally, Respondents must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

- d) Attachment 5: For Non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.), Respondents must complete a Vendor Accessibility Development Services Information Request (VADSIR) which documents Respondent's capability or ability to produce accessible electronic and information resources. Additionally, Respondents must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

- e) Attachment 6: Respondents must complete the Vendor ICT Accessibility Policy Assessment. Completion instructions are included in the form.
- f) Respondent shall include the completed above-referenced documents in their Response.

2.3. Term of Contract

- a) DIR anticipates that the term of the Contract will be an estimated four (4) years with four (4), one (1) year optional renewals to be exercised by DIR at its discretion. DIR reserves the right to exercise renewals in whole or in part or to negotiate multi-year renewals, at its sole discretion. In the event of prolonged Contract negotiations due to the number and/or significance of exceptions taken, lack of responsiveness, or other failure to close Contract negotiations on the part of Respondent that are not due to a failure on the part of DIR, DIR may, in its sole discretion, bypass the Respondent and commence negotiations with the next-highest scoring Respondent, or continue with the current Respondent with a shorter contract term.
- b) RFO Section [3.8.3.9](#) contains the format for Respondents to note any exception to any provision, term, or condition specified in the RFO inclusive of all documentation..
- c) Any objections or exceptions should be noted in keeping with RFO Section [3.8.3.9](#).
- d) DIR reserves the right to make changes to the CTSA if it is in the best interest of the State to do so. Should this occur prior to the award of any Contract as a result of this RFO, any Respondents selected for negotiations will be notified.

3. GENERAL INFORMATION

3.1. Point of Contact

- a) Sarah Noel is the sole point of contact for this procurement. All correspondence concerning this RFO must be directed to her as follows:

Sarah Noel
Internal Procurement Manager, CTCD, CTCM
Chief Procurement Office
Texas Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, TX 78701
(512) 475-4505
sarah.noel@dir.texas.gov

- b) Respondents shall make no contact with other DIR personnel concerning this RFO, except as permitted by the point of contact. **Failure to comply with this requirement may result in disqualification.**

3.2. Response Integrity

- a) To ensure the integrity of the competitive process, a Respondent may not directly or indirectly communicate any of the contents of its Response to:
 - 1. A competitor of the Respondent; or
 - 2. Any other company, corporation, firm, partnership, individual, or related entities of the same parent company engaged in the same line of business as the Respondent; or
 - 3. A related entity of the Respondent engaged in the same line of business as the Respondent.

- b) **This prohibition is in effect during the preparation of the offer and while the offer is pending with DIR, including the negotiation and finalization of any resulting Contract.** The term “related entities” includes, but is not limited to, affiliates, subsidiaries, associates, branches, and divisions. It does not include entities that may occasionally enter into teaming agreements with one another to provide services under a contract with a third party but otherwise have no legal relationship with each other.
- c) When a related entity of the Respondent (whether related at the time Responses are due or at any time thereafter) submits a competing offer, DIR may require additional information to ensure each separate Response is independent. Failure to provide or fully disclose all such information may, at DIR’s discretion, disqualify Respondent or result in the termination of any resulting contract. **RESPONDENT HAS AN ONGOING DUTY TO UPDATE ALL INFORMATION INCLUDED IN ITS RESPONSE AT ANY TIME THAT SUCH INFORMATION CHANGES.**

3.3. Schedule of Events

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

Table 2: Schedule of Events

Activity	Date
Deadline for submitting Pre-Proposal Webinar Questions	10:00 a.m. CST, Friday, January 15, 2021
Pre-Proposal Webinar	Tuesday, January 19, 2021
Deadline for Submitting RFO Questions	Friday, March 5, 2021
Deadline for submitting Response	2:00 p.m. Local Time in Austin, Texas, Monday, March 29, 2021
Evaluation, Clarification, and Revised Responses	March, April, and May 2021
Integration Sessions, Due Diligence, Final Negotiations	May - June 2021
Contract Awards	June - July 2021

3.3.1 Pre-Proposal Webinar

- a) DIR will hold a pre-proposal webinar for this procurement on the date and time specified in RFO Section [3.3 Schedule of Events](#). It is recommended that at least one (1) Respondent representative monitor the webinar.
- b) DIR will provide participants the opportunity to submit written questions during the webinar. All questions submitted must reference the appropriate RFO or exhibit page and section number.
- c) The pre-proposal webinar will provide overview information of the RFO and will provide preliminary answers to questions submitted prior to the pre-proposal questions deadline as well as questions submitted during the webinar itself. Although DIR may provide tentative verbal answers to questions during the webinar, only answers provided in writing by DIR shall be considered official. Information in any form other than the materials constituting this RFO and its exhibits, the question and answer document(s), and any addenda shall not be binding on DIR. DIR reserves the right to amend answers prior to the offer submission deadline.

PARTICIPATION IN THE PRE-PROPOSAL WEBINAR IS HIGHLY RECOMMENDED.

Date: Tuesday, January 19, 2021

Time: 2:00 p.m. CST (Austin, Texas)

- d) To participate in this live interactive Webcast, you must register at:

https://www.zoomgov.com/webinar/register/WN_fykD8aZeRH-5LIGo1m_dyQ

3.3.2 Written Questions and Official Answers

- a) Using [Table 3: Question Template](#), Respondents shall submit all questions regarding this RFO by e-mail to the Point of Contact listed in RFO Section [3.1 Point of Contact](#). **Questions regarding this RFO will be accepted until the date and time specified** Section [3.3 Schedule of Events](#). Official answers will be posted as an Addendum to this RFO, on the Electronic State Business Daily (ESBD), available at <http://www.txsmartbuy.com/esbd>.
- b) By submission of a question, submitters acknowledge that the applicable question will be posted with each official answer and therefore submitters should not include any confidential or proprietary information in such questions. DIR will not publish the identity of any submitter of any particular inquiry.

Table 3: Question Template

#	Document	Section #/Cell Reference	Section Name	Question
<i>Example: 1</i>	<i>RFO</i>	<i>3.8.7.1 a)</i>	<i>HUB Purpose</i>	<i>What is the HUB goal expected for this procurement?</i>

3.3.3 Data Room

- a) To aid Respondents in preparing to respond to this procurement, a digital data room has been created. Respondents may access the digital data room at the following link:
<https://portal.dir.texas.gov/TEX-AN2021ProcurementDDR/SitePages/Home.aspx>
- b) DIR will continue to add information to the digital data room throughout this procurement. It is the Respondent’s responsibility to regularly monitor the digital data room for new information. Check the [ESBD](#) regularly to avoid missing important procurement related information.
- c) DIR makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFO, its appendices and attachments, and in the digital data room. The Respondent is responsible for making its own evaluation of information and data contained in this RFO and in preparing and submitting its Response.

3.3.4 Procurement Approach

- a) DIR seeks Responses from interested parties for various communications technology Services. DIR will evaluate Responses and negotiate CTAs with Respondents falling within the competitive range to provide Customers with required Services. The RFO contains the minimum requirements to which competitive, interested parties are invited to respond.
- b) A Respondent may respond to all, some, or one (1) of the Services, provided the response is

based on providing each Service as a unique Service independently of other Services. It is intended that each category of Service be quoted in this independent manner. Respondent may also provide bundled pricing where more than one category is included in the offer. Respondents shall provide pricing for all proposed Services as described in **Exhibit 2 Pricing and Volumes** and its exhibits.

- c) Consistent with **SOW Section 1.15 Forward Looking Services**, DIR recognizes that technology is ever evolving and advancing. DIR reserves the right to consider the addition of technology products and services such as next generation, enhancements, and upgrades for products or services that are within the general scope of this RFO as follows:
 1. Successful Respondent(s) may propose such products and services throughout the term of their CTSA, in order to meet the needs of Customers;
 2. DIR may request Contract Holder(s) to add products and services within the general scope of this RFO;
 3. In order to be eligible to have products or services added in accordance with Items 1 or 2 above, the Successful Respondent would have to hold a CTSA for the category of products or services to be added; and/or
 4. DIR may initiate a new procurement similar in scope to this RFO and through a competitive procurement process, augment available products and services.
- d) Pricing and terms will be negotiated upon DIR agreement. Any determination will be at DIR's sole discretion and final.
- e) It is intended that this section apply to products and services that become available as a result of acquisition of other firms or technologies.

3.4. Federal and State Requirements

3.4.1 Federal Requirements

3.4.1.1 Terrorists and Terrorist Organizations

State agencies are prohibited from doing business with terrorists and terrorist organizations. Any Respondent listed in the Federal Excluded Persons List System (EPLS) authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, available at <https://www.state.gov/j/ct/rls/other/des/143210.htm>, 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. The Successful Respondent must agree that if at any time during the term of the contract the Successful Respondent is listed on the Terrorism List, the Successful Respondent shall promptly notify DIR. As part of DIR's contract management, periodic checks will be performed to ensure the Successful Respondent remains in compliance with these federal requirements. DIR shall have the absolute right to terminate the contract without recourse in the event the Successful Respondent becomes listed on the EPLS.

3.4.1.2 Federal Suspension or Debarment

Should the Successful Respondent become suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM), available at <https://www.sam.gov/>, maintained by the General Services Administration, the Contract may be terminated without recourse, at DIR's sole discretion.

3.4.1.3 Immigration

- a) The Successful Respondent shall comply with the requirements of the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of the 1996 Act who will perform any labor or services under this Contract.
- b) Pursuant to Chapter 673, Texas Government Code, Successful Respondent Successful Respondents 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 a Successful Respondent 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.
- c) Each Successful Respondent shall require its subcontractors to comply with the requirements of this Section and the Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by any Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

3.4.2 Performance and Debarment

In accordance with 34 TAC, Chapter 20, Subchapter G, 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 Comptroller of Public Accounts (CPA) Web site at

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

3.4.3 Required Successful Respondent and Subcontractor Current and Former State Employee Disclosures

The Respondent shall disclose in its transmittal letter and executive summary, for itself and on behalf of all its Subcontractors, the following:

- a) Respondent will certify that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Respondent will complete the following information for the Response:
 1. Name of former executive;
 2. Name of State agency;
 3. Date of separation for State agency;
 4. Position with Respondent; and
 5. Date of employment with Respondent.
- b) In addition, the Respondent shall disclose, for itself and on behalf of all of its Subcontractors, in its Response, all of the following:
 1. Any Respondent proposed personnel who are current employees of the State or who were former employees of the State; and
 2. Any Respondent proposed personnel who are related within two (2) degrees of consanguinity or affinity to any current employees of the State or any former employees of the State.

3.5. Joint Responses: Primary Vendor Required

DIR will enter into CTSA's only with prime contractors. Responses shall be submitted by only one (1) prime contractor Respondent. The prime contractor Respondent shall be responsible for fulfillment of the CTSA, but it may use Subcontractors in the performance of the CTSA. DIR will not accept joint venture or general partnership arrangements formed solely for the purpose of Responding to this RFO.

3.6. BidStamp Vendor Information System (VIS) Portal

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

3.6.1 BidStamp VIS Account Request Process

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

3.6.2 Solicitation Response Requirement

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

3.7. Response Deadline and Submission Requirements

Respondents are required to submit Responses in accordance with the requirements outlined in this document. Responses must be received by DIR on or before **the date and time specified in RFO Section [3.3 Schedule of Events](#)**. **No late Responses will be reviewed.** No facsimile or e-mail responses shall be accepted without prior written approval from the official point of contact.

3.7.1 Official Timepiece

Barring any other arrangements that might be authorized by DIR, the system clock in the BidStamp VIS is the official timepiece for determining compliance with the deadline. All Responses will be date and time stamped electronically in the BidStamp VIS once the "Submit Response" button is pressed. Failure to hit the "Submit Response" button prior to the deadline will result in the Response being disqualified. If an alternative arrangement regarding the Solicitation Response is authorized, the alternative will address timeliness.

3.7.2 Hand Delivery of Responses/United States Postal Service Delivery of Responses

Physical responses are not acceptable for this solicitation

3.8. Response Instructions

- a) Respondent will follow the instructions set forth in the following exhibits and attachments to this RFO.
- b) Each section, exhibit, and attachment of this RFO, along with any other associated files, contains individual detailed instructions regarding the required format of the Respondent’s Response. The Respondent is required to respond according to the instructions contained in each section of this RFO.
- c) Respondent’s Response must be consistent with the structure, sequencing, and terminology used in this RFO. Where provided, the Respondent must use the files enclosed with the RFO and the prescribed format to submit its Response.
- d) Electronic Responses are required. For electronic Responses, Respondents shall follow the specific naming conventions detailed in this section. The Respondent must use a three-letter identifier preceding each named file (e.g., Big Service Company, Inc., “BSC”). This three-letter identifier shall replace the “ABC” referenced in the file names below. **All files submitted by the Respondent should use the same three-letter identifier.**
- e) **Respondents should note that DIR expects each Respondent to comply with the requirements of this RFO as written, and to price its Response accordingly. DIR strongly discourages any Respondent from indicating that it does not agree or does not comply with a provision because the Respondent is unwilling to price it (for risk, liability, or any other reason).**
- f) Failure to submit any of the requested information may disqualify the Respondent’s Response from further consideration by DIR.

3.8.1 No Marketing Materials Desired

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

3.8.2 Response Organization

Respondent shall organize its Response and upload all documents into the BidStamp VIS Portal as follows:

Table 4: Response Organization

#	RFO Reference	Section Reference	File Name/File Type (NOTE: .Zip files are not accepted via BidStamp)
1	Voluntary Product Accessibility Template (VPAT) or links to manufacturer’s Accessibility Conformance Reports Required for each propose product. Failure to provide a VPAT for a product may cause the product to be disqualified for consideration.	2.2	“ABC_Product_VPAT (.docx or .pdf)”
2	RFO Attachment 5, Vendor Accessibility	2.2	“ABC_VADSIR.xlsx”

#	RFO Reference	Section Reference	File Name/File Type (NOTE: .Zip files are not accepted via BidStamp)
	Development Services Information Request (VADSIR) - If applicable		
3	RFO Attachment 6, Accessibility Policy Assessment (PDAA)	2.2	"ABC_PDAA.docx"
4	Transmittal Letter and Executive Summary	3.8.3.1	"ABC_Exec_Summary (.docx or .pdf)"
5	RFO Attachment 1, Respondent Information (Executed Offer Form) – must be signed	3.8.3.2	"ABC_Resp_Info (.docx or .pdf)"
6	Financial Information	3.8.3.3	"ABC_Financial_Information.docx"
7	Respondent References and Canceled Contract References	3.8.3.4.1 and 3.8.3.4.2	"ABC_References.docx"
8	Respondent Release of Liability for References	3.8.3.4.1e)	"ABC_Release_of_Liability.docx"
9	Addenda to the RFO Sign and return the cover page of each Addenda (may be combined into a single .pdf)	3.8.3.5	"ABC_Addenda (.docx or .pdf)"
10	Respondent Experience and Qualifications	3.8.3.6.2	"ABC_Experience.docx."
11	Business Data	3.8.3.7	"ABC_Business_Data.docx"
12	Proposed Account Organization	3.8.3.8	"ABC_Proposed_Account_Org.docx"
13	RFO Attachment 4, Exceptions – If any Failure to provide this table and the proposed redline changes (if applicable) may cause DIR to disqualify any exceptions received from Respondent	3.8.3.9	"ABC_Exceptions.xlsx"
14	Proposed Redline CTSA changes – If any Failure to provide this redline document with changes as described in the exception table may cause DIR to disqualify any exceptions received from Respondent	3.8.3.9	"ABC_CTSA_Exceptions.docx."
15	EDGAR Certifications for Federally Funded Vendors – If applicable	3.8.5	"ABC_EDGAR_Certifications (.docx or .pdf)"
16	Respondent's Proposed Services	3.8.6	"ABC_Respondent_Services.docx."
17	RFO Attachment 2: HUB Subcontracting Plan (HSP) (Completed)	3.8.7	"ABC_HUB_Subcontracting_Plan.pdf"
18	TEX-AN Exhibit 2 Carrier Class Services – If applicable	Exhibit 2.1 Carrier Class Services	"ABC_2_Carrier_Class.xlsx"
19	TEX-AN Exhibit 2 Wireless Services – If applicable	Exhibit 2.2 Wireless Services	"ABC_2_Wireless_Services.xlsx"
20	TEX-AN Exhibit 2 Conferencing Services – If applicable	Exhibit 2.3 Conferencing Services	"ABC_2_Conferencing_Services.xlsx"
21	TEX-AN Exhibit 2 Additional	Exhibit 2.4	"ABC_2_Additional_Services.xlsx"

#	RFO Reference	Section Reference	File Name/File Type (NOTE: .Zip files are not accepted via BidStamp)
	Telecommunications Services – If applicable	Additional Telecommunications Services	
22	TEX-AN Exhibit 2 Forward Looking Services – If applicable	Exhibit 2.5 Forward Looking Services	“ABC_Exhibit_2_Forward_Services.xlsx”
23	TEX-AN Exhibit 2 Managed Communications Services – If applicable	Exhibit 2.6 Managed Communications Services	“ABC_Exhibit_2_Managed_Services.xlsx”
24	TEX-AN Exhibit 2 Quote Scenarios – If applicable	Exhibit 2.7 Quote Scenarios	“ABC_Exhibit_2_Quote_Scenarios.xlsx”

In addition to the documents identified above, Respondent shall also provide the three (3) files described below.

Table 5: Response Organization Supplement

#	RFO Reference	Form of Response – File Name
A	One (1) document containing all Response materials which Respondent asserts are confidential or proprietary *.	“ABC_Confidential_Proprietary (.docx or .pdf)”
B	One (1) complete set of documents containing all copyrighted materials in the Respondent's Response *.	“ABC_Copyrighted (.docx or .pdf)”
C	One (1) complete set of documents containing all non-proprietary/non-confidential and non-copyrighted materials in the Respondent's Response (redacted copy for public release).	“ABC_Redacted_for_Public (.docx or .pdf)”

* If Respondent's Response does not contain such (confidential, proprietary or copyrighted) materials, then these items are not required.

PDF files are acceptable for documents requiring a signature.

3.8.3 Administrative Submission Requirements

3.8.3.1 Transmittal Letter and Executive Summary

- a) Respondent shall submit a transmittal letter on company letterhead, signed by an individual with authority to bind the company in a contract with DIR. The transmittal letter shall include a statement that the person signing is empowered to contractually bind the firm. The transmittal letter should include an executive summary and include a brief written overview of the Respondent's company and proposed solution.
- b) The executive summary shall not exceed ten (10) pages in length (excluding title page). No appendices or specific references to additional information will be accepted. The executive summary should be written to communicate a summary of the Respondent's Response. **The Respondent must not include any pricing information or estimated savings in the executive summary.**
- c) In the electronic Response, the Respondent must provide, as a separate Microsoft Word document, a file entitled “**ABC_Exec_Summary.docx.**”

3.8.3.2 Executed Offer Form

- a) The Respondent shall complete and sign the Executed Offer Form found in **RFO Attachment 1: Respondent Information Form**. This form **MUST** be completed and **signed**, or the Response may be disqualified as noncompliant.
- b) For the electronic Response, the Respondent must provide, as a separate Microsoft Word document a file entitled “**ABC_Resp_Info.docx**.”

3.8.3.3 Financial Information

- a) Successful Respondents must be and remain current in payment of all taxes, including sales and franchise taxes. In general, the CPA must identify the Respondent to be “in good standing” with which the state is authorized to do business.
- b) The Respondent must include the following items in its Response. Failure to include any of the items listed for the appropriate company type may result in disqualification of the Respondent’s Response. **If the failure to disclose is not learned until a Contract has been awarded to the Successful Respondent, the Contract may be terminated. In the event of such termination, the Successful Respondent shall be liable for all costs associated with the re-procurement, including any increased costs for the services originally awarded.**
- c) The Respondent must provide, as a separate Microsoft Word document, a file entitled “**ABC_Financial_Information.docx**.” (A .pdf form is acceptable in the event that is the only form available).

3.8.3.3.1 Publicly Traded Companies:

- a) Respondent Dun and Bradstreet D-U-N-S number;
- b) Name of exchange on which common stock is listed (e.g., NYSE, AMEX) and ticker symbol (e.g., XOM);
- c) Exact name of the Respondent on title page of the most currently filed SEC forms 10K and 10Q. Fully explain the reason(s) why any reports have not been timely filed within the past three (3) years;
- d) For the last three (3) fiscal years most recently ended, audited financial statements prepared in accordance with Generally Acceptable Accounting Practices (GAAP);
- e) Debt and commercial paper ratings issued by Moody’s Investors Service, Standard & Poor’s or Fitch’s Investors Service, if applicable;
- f) Statement describing all unasserted and asserted legal claims, current status and expected outcomes and/or judgments and any off-balance sheet liabilities or contingencies;
- g) Any official document displaying current proof of authority to conduct business in the State. Examples: State Franchise Tax Certification of Account Status and State Sales Tax Permit, both available from the CPA and the Certification of Fact, that is available from the Secretary of State (SOS Direct), available at: www.sos.state.tx.us.
- h) Certificate of Insurance that sets forth limits of liability to include all insurance coverage of the company. If awarded a Contract, the Successful Respondent shall

provide a certificate of insurance to protect DIR and its Customers for the coverages and in the amounts as described in the CTSA (see Exhibit E, Insurance, in the CTSA).

- i) Copies of all Texas Public Utility Commission issued Certificates of Convenience and Necessity and/or other licenses or permissions to serve the constituents of Texas under whichever regulatory scheme is applicable to the firm.

3.8.3.3.2 *Privately Owned Companies (C and S corporations, LLCs and similar forms of ownership):*

- a) Dun and Bradstreet D-U-N-S number for the Respondent;
- b) For the last three (3) fiscal years most recently ended, audited financial statements prepared in accordance with GAAP. If audited financial statements are not prepared, un-audited financial statements will suffice as long as Respondent affirms that it is not required to have its financial statements audited and therefore does not currently have audited financial statements to provide in response to this RFO;
- c) Latest two (2) quarters internally prepared financial statements;
- d) Debt and commercial paper ratings issued by Moody's Investors Service, Standard & Poor's or Fitch's Investors Service, if applicable;
- e) Statement describing all unasserted and asserted legal claims, current status and expected outcomes and/or judgments and any off-balance sheet liabilities or contingencies;
- f) Any official document displaying current proof of authority to conduct business in the State. Examples: State Franchise Tax Certification of Account Status and, State Sales Tax Permit, both available from the CPA and the Certification of Fact, that is available from the Secretary of State at: www.sos.state.tx.us.
- g) Certificate of Insurance that sets forth limits of liability to include all insurance coverage of the company. If awarded a Contract, the Respondent shall provide a certificate of insurance to protect DIR and its Customers for the coverages and in the amounts as described in the CTSA (see Exhibit E, Insurance, in the CTSA).
- h) Copies of all State Public Utility Commission issued Certificates of Convenience and Necessity and/or other licenses or permissions to serve the constituents of Texas under whichever regulatory scheme is applicable to the firm.

3.8.3.4 Respondent References

3.8.3.4.1 *Past Performance*

- a) Using the [Table 6: Past Performance Reference Information](#) below, Respondent shall provide three (3) independent references for which the Respondent provided services **as the prime vendor**.
- b) These references shall be for Services provided within the past three (3) years. The Respondent shall include a description of the Services completed (including the result and approximate value of such Services) and an appropriate customer

contact who would have adequate knowledge of the Services performed.

- c) It is the Respondent’s responsibility to ensure the individuals identified as references are prepared, willing, and available to respond to DIR’s inquiries. This obligation includes ensuring the references listed will allow communications from the DIR domain (dir.texas.gov).
- d) References must include the following information:
 - 1. Company name, address, e-mail, and telephone number.
 - 2. Contact person name, title, business address, phone number, and e-mail address.
 - 3. Description of work and date completed.
 - 4. Brief statement of the nature of this business and how the Requirements are similar to those in this RFO.
 - 5. A brief summary of the work to include the following:
 - a. Services;
 - b. Cost/Value; and
 - c. Result.
- e) For each reference provided, Respondent shall provide a signed **RFO Attachment 3: Respondent Release of Liability**. The electronic version shall be in Microsoft Word format or a .pdf and be entitled “ABC_Release_of_Liability.docx”

Table 6: Past Performance Reference Information

Company or Entity Name and Address	Contract Description (including contract number, award date, operations start and end dates)	Contact Information
1.		Contact Name: Contact Title: Contact Phone Number: Contact e-mail:
2.		Contact Name: Contact Title: Contact Phone Number: Contact e-mail:
3.		Contact Name: Contact Title: Contact Phone Number: Contact e-mail:

3.8.3.4.2 Canceled Contracts

- a) Using [Table 7: Canceled Contract Reference Information](#), below, Respondent shall provide the name, title, contact number and description of services provided for any contract that was canceled or prematurely terminated in the past ten (10) years. Respondent shall include details on the reason for the cancellation or early termination and the Respondent’s position relevant to the cancellation or early termination, including the final resolution and any lawsuits or settlements regarding the contract cancellation or early termination. For each company or

entity listed, Respondent shall provide a signed **RFO Attachment 3: Respondent Release of Liability**. Respondent shall add additional rows to [Table 7: Canceled Contract Reference Information](#) as necessary to provide all canceled contracts within the required timeframe. **Failure to fully disclose all canceled contracts may lead to disqualification.** If the failure to disclose is not learned until a Contract has been awarded to the Successful Respondent, the Contract may be terminated. In the event of such termination, the Successful Respondent shall be liable for all costs associated with the re-procurement, including any increased costs for the services originally awarded.

- b) Respondent shall provide contact information for individuals able to address questions concerning the cancellation.
- c) If there are no canceled contracts, the Respondent shall affirm such in this section of its Response.

Table 7: Canceled Contract Reference Information

Company or Entity Name and Address	Contract Description (including contract award date, operations start and end dates)	Reason for Cancellation	Contact Information
1.			Contact Name: Contact Title: Contact Phone Number: Contact e-mail:
2.			Contact Name: Contact Title: Contact Phone Number: Contact e-mail:
3.			Contact Name: Contact Title: Contact Phone Number: Contact e-mail:

- d) Respondent shall consolidate completed [Table 6: Past Performance Reference Information](#) and [Table 7: Canceled Contract Reference Information](#) into one (1) Microsoft Word document entitled, “**ABC_References.docx**.”

3.8.3.5 Addenda to the RFO

To acknowledge receipt of all addenda, the Respondent shall provide a completed and signed “page one” of each addendum. Respondents may combine all signed acknowledgements into a single file named “**ABC_Addenda (.docx or .pdf)**”.

3.8.3.6 Response to Service Requirements

3.8.3.6.1 Read and Will Comply

The Respondent shall reproduce each requirement (“shall”) statement contained in the SOW. The Respondent shall state intention to comply or provide a detailed explanation of why the Respondent is unable to comply, partially comply, or takes exception to each “shall” statement of the RFO. References to Respondent-supplied exhibits may be utilized to explain the Respondent’s Response to any requirements.

3.8.3.6.2 *Respondent Experience and Qualifications*

- a) In no more than five (5) pages, Respondent shall provide information regarding its past relevant experience for three (3) projects on which the Respondent served as the prime contractor within the last three (3) years. Respondent shall use projects reflecting the markets in which it typically works (i.e., state agency, federal government, education, local governments, etc.). Respondent shall describe and/or demonstrate in each area how the experience supports Respondent qualifications to successfully provide the services described in this RFO.
- b) Respondent shall not refer to information elsewhere in the RFO Response or reference website links. Attachments are acceptable and shall be clearly marked and referenced.
- c) The Respondent must clearly state how it meets the following minimum qualifications:
 1. The Respondent must have three (3) or more years' experience, as the prime contractor, providing similar services as stated in the SOW portion of this RFO.
 2. The Respondent must have entered into at least two (2) similar engagements for services the Respondent considers major within the last three (3) years where the Respondent was the prime contractor.
- d) For the electronic Response, the Respondent must provide, as a separate Microsoft Word document a file entitled "ABC_Experience.docx."

3.8.3.7 *Business Data*

- a) The Respondent shall submit information relating to the capabilities, qualifications, and experience as outlined in the following subsections.
 1. The Respondent shall state whether it is a "reseller", "facilities-based business," or both.
 2. The Respondent shall submit information relating to its technical and management capabilities to supply, supervise, and support the installation, testing, and operation of the proposed Service(s).
 3. The Respondent shall submit information relating to its technical and management staffing plan for provision of the Services proposed. Each Successful Respondent shall provide comparable resources throughout the Term of the CTSA.
 4. The Respondent shall detail the number of its employees who are trained and experienced to perform the specified Services.
- b) For the electronic Response, the Respondent must provide, as a separate Microsoft Word document a file entitled "**ABC_Business_Data.docx**."

3.8.3.8 *Proposed Account Organization*

- a) Respondent shall provide a proposed organization chart for the project, indicating which positions are considered key personnel, and describe the responsibilities of key positions and departments. Additionally, Respondent shall describe the benefits of such an organization and the time frame for implementation. The organization chart must identify clear lines of authority, escalation, and accountability within the organization. The role of Subcontractors on this Contract must also be described in the proposed organization. Respondent shall

complete [Table 8: Subcontractors](#) to provide a list of the subcontractors who will provide goods or services under the Contract.

Table 8: Subcontractors

Name of Subcontractor (Company/Individual)	Subcontractor Scope of Work	Location where Subcontractor will Perform Work	Anticipated Duration of Subcontracting Engagement

- b) Respondent must include in its Response the resumes and qualifications of all proposed Respondent key personnel, including their specific experience working on related projects. Resumes shall specifically detail experience working on projects and services of similar scale and complexity as the Services sought through this RFO, including work on projects used as references. Resumes shall be no more than two (2) pages in length.
- c) The account organization must include actual names of key personnel initially assigned to the project and their resumes, not simply generic resumes with the types of skills sought. The Respondent must provide these resumes as attached pages at the end of the “Proposed Account Organization” document.
- d) Respondent must provide, as a separate Microsoft Word document, a file entitled “**ABC_Proposed_Account_Org.docx**”.

3.8.3.9 Exceptions to Requirements (including CTSA Terms and Conditions)

- a) The final terms and conditions of any Contract, or CTSA, 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 CTSA.
- b) This section contains the format for Respondents to note any exception to any standard provision, term, or condition specified in the RFO, including the attached CTSA and related exhibits and appendices. Respondents should note that DIR expects each Respondent to comply with the requirements of this RFO, including the attached CTSA and related exhibits and appendices, as written, and to price its Response accordingly. DIR strongly discourages any Respondent from indicating that it does not agree or does not comply with a provision because the Respondent is unwilling to price it (for risk, liability, or any other reason). An explanation as to why the Respondent cannot comply with the provision, term, or condition and why the proposed alternative language must be included in the Response. Examples of nonresponsive explanations include:
 - 1. Referencing negotiation of revised language in another DIR or other state agency contract;
 - 2. Referring to an internal division’s need for the revised language without a valid reason as to why the exception is necessary;
 - 3. Indicating the proposed language is “negotiable;” and
 - 4. Referencing an internal Respondent terms and conditions document.
- c) Exceptions must include:
 - 1. RFO document title (RFO, SOW, CTSA, etc.), section number, and section title;
 - 2. Explanation as to why Respondent cannot comply with the term or condition; and
 - 3. Proposed alternate language (redline).

- d) DIR reserves the right, in its sole and absolute discretion, to negotiate all exceptions taken.
- e) If Respondent fails to note any exception within its Response, Respondent may not be allowed to request such exception throughout the procurement process. No exceptions will be considered after negotiations or Contract Award.
- f) Refer to **RFO Attachment 4: Exceptions**. The Respondent shall complete **Attachment 4 Exceptions** as described in the “Instructions Tab” of Attachment 4.
- g) Respondent should not modify or remove any of the columns in the template.
- h) The Respondent must provide, as a separate Microsoft Excel document, a file entitled “**ABC_Exceptions.xlsx**.”
- i) Respondents are encouraged not to request exceptions to standard contract terms and conditions; DIR, in its sole discretion, may or may not accept the Respondent’s requested exceptions. Exceptions will be one (1) factor considered by DIR in determining best value for the State.
- j) Prior to the final award of a Contract, DIR reserves the right to make changes to the CTSA. If any changes are made prior to the RFO Response deadline, DIR will address the changes in an addendum posted to the ESBD.
- k) If there are no exceptions, the Respondent shall explicitly state the Respondent takes no exception to any part of this RFO.
- l) Any exception may result in the Contract not being awarded to the Respondent. DIR reserves the right to exclude a Respondent based upon the quantity, quality, or substance of any exception(s).
- m) If exceptions are taken, The Respondent must complete and provide **RFO Attachment 4, Exceptions**, and label it “**ABC_Exceptions.xlsx**.”
- n) In addition to completing **RFO Attachment 4 Exceptions**, Respondent shall include in its Response a red-lined version of the CTSA containing only those Exceptions specific to CTSA material. Further, Respondent shall include a comment with each redline providing the above described explanation for why the redlined language is necessary and why the Respondent cannot comply with the original language. The Respondent must provide, as a separate Word file entitled “**ABC_CTSA_Exceptions.docx**.”

3.8.4 Pricing and Volumes (including all Exhibit 2 documents)

- a) Respondent shall use the applicable **Exhibit 2 Pricing and Volumes** documents listed below to provide a detailed written Response. Respondent **shall not** alter the format of the pricing templates or associated Exhibits.
 - 8. Exhibit 2.1 Carrier Class Services
 - 9. Exhibit 2.2 Wireless Services
 - 10. Exhibit 2.3 Conferencing Services
 - 11. Exhibit 2.4 Additional Telecommunications Services
 - 12. Exhibit 2.5 Forward Looking Services
 - 13. Exhibit 2.6 Managed Communications Services
 - 14. Exhibit 2.7 Quote Scenarios
- b) Respondents are to clearly price every aspect of any Services they are proposing in the pricing templates. All fields for each Service proposed in the pricing templates shall contain a price or

shall contain “NSP” (not separately priced) indicating the pricing for that aspect is not required or not separately priced. Any charges, including telecommunications fees and surcharges, not included in the pricing tables shall not be billed by the Successful Respondent to DIR or its Customers. DIR requires the Respondents to utilize the table/format of the Pricing and Volumes documents. Respondents shall not alter the format of the pricing templates. Respondent must provide, as separate Microsoft Excel documents, workbooks following the naming convention below for proposed services:

1. “ABC_2.1_Carrier_Class_Services.xlsx”
2. “ABC_2.2_Wireless_Services.xlsx”
3. “ABC_2.3_Conferencing_Services.xlsx”
4. “ABC_2.4_Additional_Services.xlsx”
5. “ABC_2.5_Forward_Services.xlsx”
6. “ABC_2.6_Managed_Services.xlsx”
7. “ABC_2.7_Quote_Scenarios.xlsx”

3.8.5 Education Department General Administrative Regulations (EDGAR)

If interested in EDGAR eligibility, review, complete, and return the form named EDGAR Certifications for Federally Funded Vendors with the Response. The form, if provided shall be entitled “ABC_EDGAR_Certifications (.docx or .pdf)”

3.8.6 Respondent’s Proposed Services

- a) Using the numbering format set forth in the SOW, the Respondent is to clearly detail and describe its proposed solution(s) to the related requirements for Services the Respondent is proposing, including **SOW Section 1 General Services Requirements**.
- b) Respondent shall provide a description of the Services the Respondent is proposing. As part of this submission, DIR requests that Respondents evaluate the feasibility of leveraging existing State investments to minimize transition timelines and maximize cost efficiencies.
- c) The electronic version shall be in Microsoft Word format and must be entitled “ABC_Respondent_Services_.docx.”

3.8.7 Completed HUB Subcontracting Plan

Respondent shall utilize RFO **Attachment B HUB Subcontracting Plan** of to submit Respondent HUB Subcontracting Plan.

3.8.7.1 HUB Purpose

- a) The purpose of the Historically Underutilized Business (HUB) Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. Each state agency must make a good faith effort to meet or exceed the goals identified below and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year in accordance with the following procurement goals/percentages:
 - 11.2% for heavy construction other than building contracts;
 - 21.1% for all building construction, including general contractors and operative builders’ contracts;
 - 32.9% for all special trade construction contracts;

- 23.7% for professional services contracts;
- 26.0% for all other services contracts; and
- 21.1% for commodities contracts.

- b) It is the policy of DIR to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F, and HUB Rules promulgated by the CPA, 34 TAC, Chapter 20.
- c) HUBs are strongly urged to respond to this RFO. Under Texas law, State agencies are required to make a good faith effort to assist HUBs in receiving certain percentages of the total value of contract awards. Respondents who meet the qualifications are strongly encouraged to apply for certification as HUBs.

3.8.7.2 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 RESPONDENTS 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 Attachment 2. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond. Respondents must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to the Respondent for more than five (5) years. If the Respondent does not plan to subcontract, Respondent must state that fact in its plan. The completed plan shall become a part of any Contract awarded as a result of this RFO.

3.8.7.2.1 HUB Continuing Performance

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

3.8.7.2.2 HUB Resources Available

A list of certified HUBs is available on the CPA web site at: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. For additional information, contact the CPA's HUB program office at Texas4hubs@cpa.state.tx.us. If Respondents know of any businesses that may qualify for certification as a HUB, they should encourage those businesses to contact the CPA HUB program office.

3.9. Response Format

All documents created by the Respondent shall be formatted as follows:

- a) **Layout size:** 8.5 x 11 inch; or 8.5 x 14 inch where appropriate;

- b) **Minimum font size:** 11 point (except for footnotes, headers, or footers);
- c) **Maximum number of pages:** as specified for each document, if specified (single-sided pages);
- d) **Ready for printing:** all electronic files submitted, including any excel documents, shall be pre-formatted for printing;
- e) **Software:** all electronic files submitted should be created (or fully compatible) with any of the following software suites or packages: Microsoft Office 2016 or Microsoft Project 2016. Respondents are encouraged NOT to use PDF files. Respondents shall not submit password protected files.

3.10. Rejection of Responses

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

3.11. Right to Amend or Withdraw RFO

- a) DIR reserves the right to alter, amend, or modify any provision of this RFO, or to withdraw this RFO, in whole or in part, at any time prior to the award of a Contract if doing so is in the best interest of the State. DIR reserves the right to re-solicit for like or similar products and services whenever it determines re-solicitation to be in the best interest of the State.
- b) Any changes or additional information regarding this RFO will be posted as an addendum on the ESBD, at <http://www.txsmartbuy.com/esbd>. It is the responsibility of Respondents to monitor the web site for addenda. Respondent's failure to periodically check the ESBD will in no way release the Respondent from addenda or additional information resulting in additional costs to meet the requirements of the RFO.

3.12. Pre-agreement Costs

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

3.13. Ownership of Responses

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

3.14. Public Information

- a) DIR is a government agency subject to the Texas Public Information Act. Responses submitted to DIR as a result of this RFO are subject to release as public information after contracts are executed or if the procurement is terminated. Respondent may not mark its complete Response "copyrighted" or mark every page as proprietary or confidential, but if a Respondent believes that its Response, or parts of its Response, may be exempted from disclosure under Texas law, the Respondent must specify **page-by-page and line-by-line** the parts of the Response that it believes are exempt. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons substantiating the exception(s). **Any part of Respondent's Response not specifically marked as confidential by Respondent is subject to release as**

public information without review by the Office of the Attorney General (OAG) and without notification.

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

- b) The 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.
- c) DIR assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
- d) The issuance of this RFO does not imply that DIR is making an offer to do business with any RFO recipient or Respondent. No agreement or other binding obligation on DIR is implied or will occur unless and until a definitive agreement is executed. The issuance of this RFO and the submission of the Respondent's Response do not create any obligation upon DIR to purchase goods or Services from the Respondent, or to enter into any binding legal relationship with one (1) or more of the Respondents.
- e) DIR makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFO, its Appendices and Attachments, and in the Data Room. The Respondent is responsible for making its own evaluation of information and data contained in this RFO and in preparing and submitting its Response.

3.15. Disclaimers

- a) The issuance of this RFO does not imply that DIR is making an offer to do business with any RFO recipient or Respondent. No agreement or other binding obligation on DIR is implied or will occur unless and until a definitive agreement is executed. The issuance of this RFO and the submission of the Respondent's Response do not create any obligation upon DIR to purchase goods or Services from the Respondent, or to enter into any binding legal relationship with one (1) or more of the Respondents.
- b) DIR makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFO, its appendices and attachments, and in the digital data room. The Respondent is responsible for making its own evaluation of information and data contained in this RFO and in preparing and submitting its Response.

3.16. News Release

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

4. EVALUATIONS, NEGOTIATIONS, AND AWARD

4.1. Evaluation of Responses

DIR will review Responses to determine responsiveness to this RFO. All determinations about responsiveness to this RFO are final. All Responses determined to be responsive will go through a financial review overseen by the Chief Financial Officer's (CFO's) office. **The financial review (here, a**

review of the financial solvency of the Respondent) and Completed HUB Subcontracting Plan is a pass/fail determination that is final. Only Responses that pass will be considered for award.

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

4.2. Evaluation Criteria

4.2.1 Pass/Fail Criteria

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

- a) Financial information is a pass/fail review conducted by the DIR Chief Financial Officer's (CFO's) office (see RFO Sections [3.8.3 Administrative Submission Requirements](#) and [3.8.3.3 Financial Information](#));
- b) Completion and signing of HSP (**RFO Attachment 2**); and
- c) Compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:
 1. A score of less than a "C" or Legacy Unsatisfactory in the Vendor Performance Tracking System;
 2. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports; and
 3. Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (including but not limited to late delivery, etc.).

4.2.2 Weighted Evaluation Criteria

- a) DIR will use the following criteria (listed in order of priority) to determine the best value for the state:
 1. Experience and past performance (including reference checks)*;
 2. Technical approach;
 3. Pricing; and,
 4. Exceptions**.

* DIR reserves the right to check references at any time during the procurement process, and reference checks may be limited to only those Respondents that have been down-selected.

** Exceptions will be considered.

NOTE: DIR is acting on behalf of the State of Texas and its Customers and as such, there are certain provisions that will not be negotiated.

The Respondent may be removed from further consideration if DIR determines its exceptions are excessive in quantity or substance. In the event of prolonged Contract negotiations due to the number and/or significance of exceptions taken, lack of responsiveness, or other failure to close Contract negotiations on the part of Respondent, DIR may, in its sole discretion, bypass the Respondent and determine appropriate next steps.

- b) **RFO Attachment 4 Exceptions**, contains the format for Respondents to note any exception to

any provision, term, or condition specified in the RFO. Respondent shall submit exceptions as described or DIR may not consider any submitted exceptions.

- c) See Section [3.8.3.9](#) of this RFO for additional information.
- d) Throughout the evaluation process, DIR may elect to evaluate other aspects of the Respondent's performance, such as clarification sessions, including Respondent's presentation and proposed key personnel's performance, and DIR may issue Requests for Revised Offer (RFROs), etc.
- e) DIR's evaluation of Respondent's history and experience may include consideration of Respondent performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.115.

4.3. Revised Offer

- a) DIR in its discretion will make the determination whether to request oral presentations and/or engage in a revised offer process. The revised offer process, if held, may be scored.
- b) DIR reserves the right to continue to evaluate Responses until such point as the best value, as defined by Texas Government Code, Section 2157.003, is obtained for the State.
- c) DIR has not predetermined the number of revised offers that it may request, if any, and each revised offer may be considered final, without being designated as the absolute best and final request.

4.4. Negotiations

At the conclusion of the evaluation, as described within RFO Sections [4.1](#) and [4.4](#) above, DIR will determine the number of Respondents with which it will start Contract negotiations. Negotiations will continue until DIR, in its sole discretion, determines that the best value for the State has been obtained.

4.5. E-Rate Funding

The E-Rate program provides discounts to public K-12 schools and public libraries purchasing data transmission Services and/or internet access and Internal Connections (IC), Managed Internal Broadband Services (MIBS), and Basic Maintenance of Internal Connections (BMIC). Respondents are advised that, where supported by the latest USAC Eligibility List, DIR may file Form 470's with USAC for the benefit of Customers.

4.6. Award of Contract

DIR executive management shall make the decision to award a Contract, if in the best interest of DIR and the State to do so. The decision of executive management on any award is final. Any award for this RFO shall be posted under requisition number RFO DIR-CPO-TMP-552 on the ESBD, <http://esbd.cpa.state.tx.us/>, upon execution of a Contract.

4.7. Protest Procedures

Any Respondent who is aggrieved in connection with this RFO, evaluation, or award of a Contract may formally protest to DIR in accordance with the vendor protest procedures posted on the DIR Web site at: <http://dir.texas.gov/View-Information-For-Vendors/Pages/Content.aspx?id=21>