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Department of Information Resources

**Request for Offer
DIR-TSO-TMP-419**

**Managed Print Services, Printers, Copiers, 3D Printers,
Scanning, Plotting and Facsimile Equipment and Related
Services; Document Imaging Services/Solutions;
Enterprise Content Management Products, Software and
Services**

Issued: December 12, 2018

Initial Responses Due: February 4, 2019 2:00 PM (CT)

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1. Introduction

1.1. Purpose

The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

As a result of this RFO, DIR expects to receive and evaluate responses and select one or more qualified Vendors with whom to enter into negotiations. Section 5 of this RFO contains more information regarding the response evaluation and Vendor selection process. DIR reserves the right to make a single award or multiple awards from this RFO. All contracts awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.

As a result of this RFO, DIR expects to create a contract vehicle that satisfies statewide procurement requirements for Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services contracts and improves the efficiency of the procurement process by shortening the time required to procure these products and services.

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

1.2. Background

1.2.1 Information Technology Acquisition

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

DIR combines the buying power of authorized Customers to obtain volume-discounted pricing for selected technology products and services. In addition to offering volume-discounted pricing, DIR created the Cooperative Contracts (Co-op Contracts) Program to make it easier for Customers to acquire these products and services. Customers place orders with and issue payments directly to the Vendors participating in the Co-op Contracts Program. Subject to DIR rights set forth in Sections 4.8 and 4.9 of this RFO, DIR will award and negotiate base contract documents with Vendors as a result of this RFO. Customers contact the Vendor for product and/or services and pricing information, negotiate their own service level agreements and additional terms and conditions, if any, and send their purchase orders (with the DIR contract number) and payments directly to the participating awarded Vendor, not to DIR. Information regarding the Co-op Contracts Program is located on DIR's Web site at <http://dir.texas.gov/View-About-DIR/Pages/Content.aspx?id=41>.

1.2.2 Texas Government Code, Section 2157.068

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

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

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

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

1.2.3 Cost Avoidance Performance Measures

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

1.2.4 Cost Recovery

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

1.2.5 Historical Sales

Contracts negotiated and managed through the Cooperative Contracts Program resulted in over \$5 billion in Customer purchases for the past three (3) Fiscal Years (FY) combined. Information contained within the table below shows the total purchases for the past three (3) fiscal years by Customer segment. These purchases represent contracts that are hardware, software, and services related. The State's Fiscal Year runs September 1st through August 31st.

	FY2016	FY2017	FY2018
Assistance Org	\$2,357,384.76	\$3,079,520.73	\$2,958,084.65
Higher Ed	\$351,693,838.26	\$339,061,683.43	\$332,385,633.15
K-12	\$628,316,299.13	\$577,352,825.09	\$589,442,854.33
Local Government	\$462,736,727.05	\$461,433,333.12	\$448,209,464.71
Out of State	\$8,767,492.85	\$20,451,872.88	\$19,245,239.18
State Agency	\$515,716,174.70	\$492,221,768.72	\$415,604,984.31
Total:	\$1,969,587,916.75	\$1,893,601,003.97	\$1,807,846,260.33

1.2.6 Current Contracts

DIR currently has multiple contracts with 14 Vendors to provide Managed Print Services, Printers, Copiers, 3D and Scanning Equipment and Related Services. The volume of products sold through these contracts for Fiscal Year 2019 (September 1, to September 30, 2018 (FY 2019 to date of RFO)) was approximately \$7,658,719.

DIR Managed Print Services, Printers, Copiers, 3D and Scanning Equipment Plotters and Related Services

	FY2016	FY2017	FY2018
Assistance Org	\$121,968.06	\$346,801.81	\$609,869.07
Higher Ed	\$4,919,693.19	\$9,794,501.36	\$9,302,583.49
K-12	\$20,589,834.65	\$31,613,469.11	\$29,841,450.84
Local Government	\$6,325,757.18	\$12,076,426.32	\$15,501,442.22
Out of State	\$609,430.60	\$4,114,099.87	\$4,345,551.03
State Agency	\$6,026,025.34	\$5,659,844.47	\$10,555,206.85
Total:	\$38,592,709.02	\$63,605,142.94	\$70,156,103.50

This RFO encompasses term contracts that are administered by The Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD) for Document Imaging Services. The estimated volume of products/services sold through those contracts were:

SPD Document Imaging Services Contract Number 920-C1

	FY2016	FY2017	FY2018
Total:	\$9,520,797.09	\$6,103,336.06	\$10,433,536.03

Enterprise Content Management (ECM) Products, Software and Services is a new category and therefore there are no historical sales recorded to date.

1.2.7 Exclusions

The following manufacturers which could possibly be within the scope of this RFO, are excluded due to direct contracts with those manufacturers:

- Apple
- Cisco
- Dell
- Hewlett Packard
- IBM
- Lenovo
- Motorola
- Novell
- Oracle
- Panasonic

In the event that DIR identifies other Manufacturers/Publishers to be excluded, the Manufacturer/Publisher names will be included in a future addendum. Vendors should submit a written request should they have questions about a specific manufacturer/publisher on a current DIR contract. **This does not preclude the Vendor from proposing the utilization of these manufacturers as part of a total solution. However, if utilized as part of a total solution, the same product brand may**

not be offered outside of that package as a standalone product.

2. Vendor Information System (VIS) Portal - BidStamp

DIR's BidStamp Vendor Information System (BidStamp VIS) provides prospective bidders (Vendors) 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, Vendors will be able to view open solicitations and additional information about DIR.

2.1. Solicitation Response Requirement

Any Vendor responding 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 section 4.1 of this solicitation. Please allow at least five business days for response.

2.2. VIS Account Request Process

Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via [DIR's Applications Portal](#), and enter in their access credentials. If a Vendor does not yet have login credentials, it will request one by clicking on "Are you a vendor and need to request an account?" button that is located on the login page.

Instructions for VIS account access and using the BidStamp VIS portal to submit solicitation response can be found on DIR's website [Information for Vendors](#) at the bottom of the page.

3. Scope

3.1. Products

DIR intends to contract to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services.

Vendors may not propose or provide remanufactured, like-new, newly manufactured, refurbished, reconditioned or any other than NEW products or equipment, to include add-on products. This RFO specifically prohibits remanufactured toner cartridges.

Managed Print Services:

DIR intends to establish and provide contracts to DIR Customers for Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services. **A multifunction device** is defined as a product or device that has multiple functions. An

example of this might be a printer or copier that makes copies/prints, faxes and scans. Although not required, a multifunction device usually has network capabilities.

The MPS shall be for the management of one or more output devices, including but not limited to production or print type devices and shall apply to routine office fleet document output devices, such as printers, copiers, faxes, scanners, plotters, multifunction units, as well as 3D printer devices. DIR Customers may order the MPS individually or in any combination thereof. 3D printers may include any of the MPS offerings, including but not limited to, installation and maintenance and support (Related) services.

For the purposes of this RFO, MPS shall be defined as: assessing, optimizing and managing a Customer's product, data or document output environment. These MPS shall provide documentation of current printing and copying device(s) utilizations, workflow, etc.; recommendations to reduce per-pages costs; managing print volume; providing cost effective document output devices configurations regardless of brand or type; procurement and management of all output devices consumable supplies such as 3D printer supplies and accessories, and equipment supplies such as (but not all inclusive): photoconductor, toner, staples, ink and developer excluding paper); tracking of all output devices; providing volume usage reports; providing help desk services for maintenance and repair; training; managing user's print behavior and satisfaction, etc. **A document output device is any stationary or mobile device that may be wireless or hard-wired, networked or non-networked, stationary or portable that permanently affixes print to paper or produces another output product (such as 3D output).** Devices include, *but are not limited to* printers, copiers, 3D printers, faxes, scanners, multifunction and non-multifunction units, plotters, wide format printers, duplication devices, e-printers and production, high volume printers or other similar devices.

MPS may be proposed per single category of an MPS listed below or Vendors may propose optional bundled MPS detailed within a Service Level Support Agreement (SLA). Vendors may also propose Other/Miscellaneous or optional MPS not listed in this RFO, as long as it resides within the scope of this RFO. Each of the categories below have been given definition and specifications for the purpose of evaluation only and may not specifically define the services which are offered by the Vendor; Vendors are encouraged to detail each MPS that they offer to reflect their own business model(s). In the event that the categories of any MPS listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offerings, Bid Package 2, Pricing Index but are within the scope of this RFO, the Vendor shall list the product/service under the heading, **Miscellaneous/Other pricing.**

Declared Disaster Equipment Recovery Program

For 48 and 60-month multifunction leases, Vendors may opt to offer Bid Package 7, Declared Disaster Equipment Recovery Program Agreement ("Disaster Recovery Program" or "program") to their Customers. If the Vendor offers this program as part of their contract, they shall propose (at a minimum) 48 and 60-month leasing pricing **without** Declared Disaster pricing in addition to 48 and 60-month leasing pricing **with** Declared Disaster pricing. Refer to Bid Package 7 Declared Disaster Equipment Program Agreement example for further detail of the program. If the Vendor opts to offer The Declared Disaster Equipment Program to their Customers, the Agreement will become an appendix to their contract. The Bid Package 7, as written, is not negotiable unless DIR amends it; in which case, it will be amended to all Vendors offering the Disaster Recovery Program.

Service Level Support Agreement

- All Service Level Support Agreements shall ensure that the MPS Vendor provides an optimal printing environment for the DIR Customer by establishing service performance metrics with corresponding service level objectives. An SLA shall detail each support services offered by a Vendor. **Vendors offering Maintenance and/or Support Services shall provide a Service Level Support Agreement with their proposal, which shall include Service Level metrics.**

Managed Print Services Examples

- Technical Discovery/Assessment Services
Analyze and document current business processes, work flow and usage of existing components and technologies surrounding print management and output devices. Services within this category would include producing inventory reports of output devices, usage for printing, copying, (black and white and color) faxing, scanning, plotting and associated costs, usage of consumable products (ink/toner), cost analysis reporting, cost savings, and ultimately recommending how to make changes to improve productivity and reduce cost.
- Change Management
A comprehensive strategy to manage change and control project scope for the MPS, such as a methodology that addresses how solutions contribute to greater user satisfaction and user adoption and how users print behaviors are modified.
- Implementation and Project Management
Describes in detail the project management processes and methodology for the MPS landscape, such as showing how the most cost-effective devices will be installed when a new or replacement device is recommended. The plan should include implementation progress milestones. Implementation plans shall be coordinated and developed by DIR Customer and Vendor.
- Support Services for Output Devices Owned or Leased by Customer
Manage services on output devices owned or leased by the Customer. This would include, but not be limited to, standard and Ad Hoc usage reports, maintenance, break/fix, troubleshooting, on-site support function, supplies, and upgrading of devices to provide needed technology features.
- Procurement and Support Services for Output Devices provided by Vendor
Manage procurement and support services including bearing the cost for new devices that may be required by a Customer. All maintenance, break/fix, troubleshooting, and upgrades for such devices shall be the responsibility of the Vendor.
- Maintenance
Manage full maintenance to include all labor, all parts (including drums), all service, all travel and all regular and preventative maintenance. A guaranteed maintenance service may be included in the monthly rate or can be billed separately by month or quarterly. Document output device maintenance service shall be provided for all leased document output devices installed.

Each maintenance agreement shall be in written form in the format of a Service Level Support Agreement (SLA) as defined above. Vendor will repair or adjust the machine(s) as required to maintain them in good working order. These costs are borne by the Vendor and are inclusive in the MPS monthly costs.

Preventive maintenance will be based upon specific needs of the individual devices as determined by the Vendor in accordance with manufacturer specifications. Preventive maintenance will include, but not be limited to, lubrication, necessary adjustments and replacement of unserviceable parts, with preventive maintenance inspection per manufacturer suggestion.

The Vendor shall agree to provide a service log (service history on the machine) on any machine when requested by the Customer. This history will provide the cause of the breakdown and length of time it is down. If the down time is determined to be operator error, misuse or abuse by the Customer, the downtime will not be considered in accessing satisfactory machine performance.

- Managed Print Security Services

Vendor agrees that all managed service products equipped with hard disk drives (e.g. printers, fax machines, scanners, MFD) shall have the capability to securely erase data written to the hard drive prior to final disposition of the product, in accordance with **Texas Administrative Code, Title 1, Chapter 202 (1 TAC 202)** [https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202) (Link: [Texas Administrative Code](#)). Documentation of completed hard disk drive erasure shall be made available to Customer, i.e. certification/validation/report.

- Consumables Supply Services

Paper is not considered a consumable supply to be provided by the Vendor. Unless otherwise negotiated between the DIR Customer and Vendor, MPS includes the management of output device consumables; toner/ink cartridges, developer, drums, staples etc. It is the Vendor's responsibility to manage the procurement, and restocking of consumables as necessary. All costs for these supplies will be the Vendor's responsibility.

- Proactive Support Services

Providing electronic monitoring and support services for document output devices that will result in fewer support calls and decrease device down time. **Each Vendor contract that provides maintenance or support as a Service shall include a Service Level Support Agreement as a part of their contract.**

- Asset Tracking

Manage all tracking of output devices to include, but not be limited to, physical location of device, device usage, and maintenance records.

- Installation/Moves/Changes>Returns

Provide installation of new output devices, relocation of existing or new output devices, and continued modification or upgrade of output devices, including Returns of

equipment. Cost for all handling, packing, transport, insurance, removal and installation and return charges, to include device hard drive data purging (aka hard drive wiping) or hard drive removal and subsequent return to the DIR Customer, shall be the responsibility of the Vendor. Vendor shall perform all installations and shall verify proper operation of all equipment. For installation and removals that require special rigging, Vendor shall submit a price quote to DIR Customer for approval prior to any work being done. Vendor shall contact the DIR Customer to inquire about stairs, loading dock, etc.

- Technical Support/Help Desk Service

Provide technical assistance in the installation, operation, maintenance of MPS document output devices upon request. Unless otherwise negotiated between the DIR Customer and Vendor, such assistance shall be available from 8:00 A.M. until 5:00 P.M. (Standard Business Hours), Central Time, Monday through Friday, at no additional cost. Additional services such as: Weekend, Holiday, and 24x7x365 coverage may be negotiated, as required by DIR Customer. Texas holidays are defined by the Texas Comptroller of Public accounts at <https://comptroller.texas.gov/about/holidays.php> (link: State of Texas Holiday Schedule - Fiscal 2019). Technical services must include assistance in the installation and network configuration of new devices and software. Vendor shall supply a toll-free telephone number and/or specific email address for Customer to report maintenance issues, trouble-tickets, and request other how-to assistance as necessary. The support process must include the ability to track service calls as well as a timely confirmation for, and a resolution of, all Customer service requests submitted.

- Training

Provide output device and work-flow training as necessary to fully take advantage of the MPS. For new device installations, the Vendor shall provide (at a minimum) one (1) on site on-boarding training session per new device model/category. The number of training sessions shall reflect the size and scope of the installation and the number of users. Each training session will be a minimum of one (1) hour in length and will familiarize users with the new device(s). Training services must include instructional sheets, user guides and other related documentation as part of the program rollout and on an ongoing training/refreshers/updated technology as determined by DIR Customer and Vendor.

- Standard and Ad-hoc Reporting and Documentation

Produce various types of reports via online or hard copy as may be required by DIR Customer. Vendor must define all standard reports and a description of the Ad Hoc reporting process in their Service Level Support Agreement.

- Managed Print Services Accounting Services

For accounting requirements, when applicable, the document output device(s) provided under MPS must have the ability to account for the usage costs by job, task, device, user, location, department or other similar Customer requirement. Costs for any counting device must be included in monthly MPS pricing.

- End of Engagement/De-Installation Services

Provide de-installation (packing and handling) and removal of Vendor provided output

devices, including providing a plan to coordinate these services, at no cost to the DIR Customer. Services include, but are not limited to, managing all return processes for all devices provided by Vendor and performing and accrediting hard drive data security and purging in accordance with 1 TAC 202. The de-installation and removal of devices shall occur in a timely manner but no later than a removal completion date as agreed between Customer and Vendor. Customer shall not be liable for payment except for the time that a device is in use by the Customer. If the Vendor fails to meet the agreed upon completion removal date, they may be liable for any late removal fees that may have been previously agreed upon by Customer and Vendor.

- **End of Engagement/Transition Plan**
Provide an end of engagement plan that, at a minimum, considers hardware, software and data network licenses and contracts, key personnel (DIR Customer staff and Vendor staff), knowledge transfer facilitated through documentation, accommodation and technology spaces, and data – on disks, storage locations, etc. End of Engagement plans shall be coordinated and developed by DIR Customer and Vendor. In addition, a transition plan that addresses the orderly transition to DIR Customer, or a successor MPS Vendor, of all MPS provided by Vendor.
- **Additional Services/Emerging Technologies**
Responding Vendors are encouraged to provide any other services, including but not limited to emerging technologies for MPS, in addition to the above services being requested.
- **Pooling and Overages**
Monthly Pooling of Click Charges shall be allowed for DIR Customers under a DIR Contract. Excluding color MFD, the Schedule or other Agreement between the DIR Customer and Vendor shall define each device as a Category of either: High, Medium, or Low according to the device Pages per Minute (PPM) output. Devices on the same contract and within the same Category may pool the allowed number of Click Charges per month for all of the devices within the same category. Overage or Excess Clicks will not be assessed until the total of all the individual Category Click Charges have been pooled together and exhausted.

Copiers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Printers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Portable and Stationary
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Scanners

- Rental, Lease, Purchase, Fleet
- Portable and Stationary

- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

3D Printers

DIR intends to establish and provide contracts to DIR Customers for 3D printers capable of processing or making three dimensional solid objects from a digital file achieved using additive processes. DIR is interested in 3D printers that can offer 3D technology to all agencies across the state of Texas in all industries to include healthcare (i.e., bioprinting, prosthetic, chemistry, sensors, medical models, bone, valves, cartilage, medical equipment, cranium replacement, temporary skin for burn victims.

3D Printer technologies all share the common theme of sequential-layer of material addition/joining throughout a 3D work envelope under automated control. Responding Vendors should provide full device descriptions including device type, including *but not limited to* Extrusion, Wire, Granular, Laminated, Light polymerized or Powder bed and inkjet head and the technology associated with the device such as Fused Deposition Modeling (FDM), Electron Beam Freeform Fabrication (EBF3), Selective laser sintering (SLS), etc.

Include any trademark or patent-specific, warranty or licensing agreements with proposal. Vendor may propose accessories, additives and raw materials as Accessories or as Miscellaneous/Other Items in Bid Package 2, Pricing Sheet.

3D Printer Types and Methodologies

Type	Technology	Type	Technology
Powder bed and inkjet head 3D printing	Plaster-based 3D printing (PP)	Granular	Direct metal laser sintering (DMLS)
Laminated	Laminated object manufacturing (LOM)		Electron-beam melting (EBM)
Light polymerized	Stereolithography (SLA)		Selective laser melting (SLM)
	Digital Light Processing (DLP)		Selective heat sintering (SHS)
Type	Technology	Type	Technology
Wire	Electron Beam Freeform Fabrication (EBF3)		Selective laser sintering (SLS)
Extrusion	Fused deposition modeling (FDM)		

Accessories

Accessories may be defined as a thing that can be added to something else in order to make it more useful, versatile, or attractive.

Accessories may exist under the following product categories (although not inclusive): Printers, copiers, scanners, plotters, facsimiles, 3D printers. Tab 3 of Bid Package 2 Pricing Index titled

Entire Product Offering has listed **Accessories** as a Category. Vendor should list all products that they consider as an accessory, peripheral, or ancillary product within the Accessories category. This Microsoft Excel™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide **all** products and pricing that are offered in their response. **If an accessory is not listed in tab 3, Entire Product Offering, it may not be offered on a resulting contract.**

The following are some examples of an accessory: power surge, power conditioner, document feeder, punch, trimmer, wireless accessory, memory, finisher, kits, licenses, tools, monitor, envelope inserters, cables, keyboards, additives, raw materials, plotter paper, etc.

Document Imaging Services/Solutions

Document imaging equipment systems can take many forms including [microfilm](#), on demand printers, [facsimile machines](#), [copiers](#), [multifunction printers](#), [document scanners](#), computer output microfilm (COM) and archive writers, or indexing services. Document Imaging means the conversion of paper files (of any size or description) or microfilm / fiche to digital images. Digital Imaging means the conversion of digital files, but not limited to digital to microfilm/ fiche, and microform to digital conversion. This RFO seeks Document Imaging Services or Solutions that may include but are not limited to:

- Document Conversion
- Preservation and Archive Scanning and Imaging
- Document preparation
- Indexing and formatting
- Digital retention, storage and hosting
- Microfiche and Digitization Imaging
- Image Enhancement
- ICR/OCR/OMR
- Interface with Customer system

Security

The Vendor must provide for the security of all Documents picked up from Customer and the Documents must be transported in a closed and locked vehicle with appropriate climate control. Documents must be secured in such a manner as to prevent them from being damaged or disarranged during transport.

The Vendor must take all necessary precautions to ensure against loss or theft while in possession of the Documents, or at any time while they are the Vendor's responsibility (as in the case where an authorized subcontractor is used). Additionally, the Vendor must have appropriate staff criminal history checks and bonding as required by the Customer's written SOW or ordering document. The Vendor must maintain proper control and handling of the Documents in order to prevent unauthorized access and/or access to the Documents by unauthorized individuals.

The Vendor must provide for Secure storage of Source Media while in its' custody. It is reasonable for the Vendor to store Source Media for 30 Business Days before the start of a project and 30 Business Days after the completion date at no cost to Customer. If there is a charge for additional days of storage, then it must be included in Bid Package 2, Pricing Index, tab 3 Entire Product Offering. Completion date should be defined as the final delivery date for the records imaged

unless otherwise agreed by the Vendor and Customer. The Vendor must not connect imaging equipment to the internet without Customer’s prior written approval.

The Vendor must utilize a location that is properly Secured in order to ensure adequate protection against theft of or damage to Customer Documents. Documents should not be exposed to food, drink, or other contaminants at any time. Documents must be unloaded and scanned in a Secure location and may not be left in an unsecure location or in a Secure location accessible to unauthorized persons.

Vendor’s facilities must meet or exceed the following minimum security and environmental requirements:

- physical security and access control systems;
- basic environmental controls, such as air conditioning and heating;
- an automatic fire detection system;
- emergency opening and alarm activation capabilities that are in compliance with all applicable government fire and safety codes;
- 24 hours per day / 365 days per year police and fire monitoring; and
- Immediately upon becoming aware of any loss, damage to or theft of Customer Documents, data, Images, etc., the Vendor must notify the Customer and the DIR Contract Manager.

The Vendor must perform all functions of the Contract and keep all related data always and exclusively within the continental United States. All work and data must remain always and exclusively in the continental United States. The Vendor must handle, distribute, and store confidential Documents in accordance with all applicable security regulations and laws, including but not limited to Texas Business and Commerce Code Chapters [521](#), [502](#), and [503](#); [15 USC §§6801](#) et seq. (Gramm-Leach-Bliley Act), 26 USC §§ [6108](#), [7609](#) (Tax Reform Act), [5 USC §552a](#) (federal Privacy Act); [29 USC §1181](#) et seq. (HIPAA). In addition, Vendors must also support Customer’s processes for managing records’ lifecycle. Additionally, Vendor must comply with, at a minimum, the statutes and regulations regarding all record management and electronic records listed below:

- State – [Gov’t Code 441.180-205](#) and rules [13 TAC 6](#)
- Local – Local Government Records Act – [Local Gov’t Code 201-205](#) and rules [13 TAC 7](#)

The following items are included in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) under Document Imaging Services/Solutions. Vendor’s proposed pricing may offer one, all or none of the following items, depending on their line of business. These categories have been identified from product/services sales data on the current SPD contracts. In the event that the document imaging items listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offering, Bid Package 2, Pricing Index, tab 3 (Entire Product Offering) provides for **Miscellaneous/Other** products/services pricing to add unique or miscellaneous document imaging product/services/solutions, as long as the offering is with the scope of Document Imaging as defined in this RFO.

Black and White Image Capture	Low (200 DPI)	Index Field - Type 1	16-30 Characters
Black and White Image Capture	Medium (300 DPI)	Index Field - Type 1	31-45 Characters

Black and White Image Capture	High (400 DPI)	Index Field - Type 2	Up to 15 Characters
Black and White Image Capture	Very High (600 DPI +)	Index Field - Type 2	16-30 Characters
Black and White Image Capture	Preservation < 600 PPI	Index Field - Type 2	31-45 Characters
Black and White Image Capture	Preservation >= 600 PPI	Searchable PDF Documents	Scanned images with text portions
Color Image Capture Service/Solution	Medium (300 DPI)	Special Document Handling Service/Solution	Handling includes overnight vault storage services
Color Image Capture Service/Solution	High (400 DPI)	Special Document Handling	Special handling for fragile materials
Color Image Capture Service/Solution	Very High (600 DPI +)	Special Document Handling	Handling includes stringent environmental requirements/solutions
Color Image Capture Service/Solution	Preservation < 600 PPI	Capture from Special Formats Service/Solution	Photographic prints
Color Image Capture Service/Solution	Preservation >= 600 PPI	Capture from Special Formats	Photographic negatives
Large Format Image Capture Service/Solution	Medium (300 DPI)	Capture from Special Formats	Newspapers
Large Format Image Capture Service/Solution	High (400 DPI)	Capture from Special Formats Service/Solution	X-Rays
Large Format Image Capture Service/Solution	Very High (600 DPI +)	Capture from Special Formats Service/Solution	Manuscripts
Transparent Media Image Service/Solution	Medium (1200 PPI)	Capture from Special Formats Service/Solution	Drawings
Transparent Media Image Service/Solution	High (2400 PPI)	Capture from Special Formats Service/Solution	Bound Books
Transparent Media Image Service/Solution	Very High (4000 PPI +)	Enhancing Images Service/Solution	Bit depth
Image Processing Service/Solution	Low (200 DPI)	Enhancing Images Service/Solution	Resolution
Image Processing Service/Solution	Medium (300 DPI)	Enhancing Images Service/Solution	Tonal dynamic range
Image Processing Service/Solution	High (400 DPI)	Enhancing Images Service/Solution	Contrast
Image Processing Service/Solution	Very High (600 DPI +)	Enhancing Images Service/solution	Color space
Image Processing Service/Solution	Preservation < 600 PPI	Delivery Media	CD
Image Processing Service/Solution	Preservation >= 600 PPI	Delivery Media	DVD

Microfiche Conversion Service/Solution	Conversion of microfiche to digital Images	Delivery Media	USB
Microfilm Conversion Service/Solution	Conversion of microfilm to digital Images	Delivery Media	External hard drive
Index Field - Type 1	Up to 15 Characters	Transportation of Source Material	Secure carrier charge for each box in shipment
Secure Document Destruction Service/Solution	Non-Paper Destruction Service/solution	Secure Document Destruction Service/Solution	Paper Destruction

Source Document Destruction or Return

Upon termination or completion of all work and/or at specified intervals as required by Customer, the Vendor must comply with the Customer requirements for Document disposal or return. All source Documents and materials produced or delivered, if not already the property of the Customer, will become and remain the property of the Customer.

When required by the SOW, the Vendor must destroy (rather than return) the Source Media and as requested, send written confirmation or certificate of destruction to the Customer that the information has been destroyed. State agencies are required to use the set-aside Document Destruction Services Contracts as per Human Resources Code [§122.008](#) and Vendor(s) are encouraged to accommodate the Customer requirements. It is not expected that Documents are to undergo Re-preparation if the Documents are to be destroyed; however, it is always dependent on Customer requirements as spelled out in the SOW as to what will be required with Documents following imaging.

All data must be destroyed in accordance with Customer records series retention periods and records management practices via written consent. This requirement includes any data that may have been captured by scanning devices used in a Digital Imaging project for any PA. The Vendor must comply with the requirements of 1 TAC [§202.26](#) or [§202.76](#), as applicable, regarding destruction of information stored on hard drives or other media.

The Vendor must describe how all data Captured will be destroyed once data backup and retention requirements no longer apply and certify in writing to the Customer that the information has been destroyed.

Customer Service

The Vendor must deliver “best in class” Customer Service. Vendor’s Service Level Support Agreement should address Vendor Customer Service including, but not limited to, general service call center, relationship management for escalation of issues, and technical representative available to the Customer. A well-detailed Service Level Support Agreement will provide descriptions of all aspects of customer service related to services to be performed and solutions provided by Vendor under a Contract issued as a result of this RFO including standard procedures and corrective action procedures if issues are discovered by the Customer.

Training

If training is requested by PA, Vendor shall provide all training at no cost unless training costs

are listed on the Price Sheet Attachment. Use your response to describe your Training Services and what separates your company from others.

Enterprise Content Management (ECM)

Enterprise Content Management (ECM) is used to create, store, distribute, discover, archive, transform and manage unstructured content (such as scanned documents, email, reports, medical images and office documents), and ultimately analyze usage to enable organizations to deliver relevant content to users where and when they need it. Products may include Content Services Platform (CSP) which is a set of services and microservices, embodied either as an integrated product suite or as separate applications that share common APIs and repositories, to exploit diverse content types and to serve multiple constituencies and numerous use cases across an organization. This kind of platform can be delivered as an integrated product suite or as separate applications that have similar APIs and repositories. The changes in this space represent a shift from self-contained systems and repositories to open services.

The ECM in this RFO includes such software and SaaS and cloud services to facilitate content management records management, document management, document storage/imaging/archiving/retrieval, and enterprise content management such as, but not all inclusive as:

- IT Based ECM Software and Services to include (although not all inclusive):
 - document conversion;
 - records management and storage;
 - information governance;
 - transactional content management;
 - social content management;
 - online channel optimization; and
 - infrastructure content management.
 - Software as a Service for video, mobility, social, and cloud platforms.
 - Digital Asset Management
 - Archiving
 - Imaging
 - Business Process Management
 - Records Management
 - Document Management
 - Web Content Management

3.1.1 Pricing

Any Vendor responding to this RFO must submit specific pricing for the products requested herein. For the purposes of obtaining pricing and evaluating the responses to this RFO, the products and related services, if any, shall be priced and discounted as instructed in this solicitation number DIR-TSO-TMP-419. All products for Managed Print Services, Printers, Copiers, 3D printers and Scanning & Plotting Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services may be made available on a single Vendor contract depending upon 1) the vendor's offerings in their proposal, 2) successful evaluation scoring, and 3) successful negotiations.

Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS. Failure to

respond as instructed may result in Vendor's offer being disqualified from further evaluation.

3.1.1.1 Bid Package 2 Pricing Index

Pricing Index: Bid Package 2 has six (6) tabs.

- The **first tab** (titled **1 - Instructions**) contains instructions for completing the Price Sheets that will assist as the Vendor completes their proposal.

- The **second tab** (titled **2 - BidStamp Pricing Sheet**) has representative samples (titled **EXAMPLE**) of products. Below Examples (in white/uncolored rows) is a list of products that should be entered in to the BidStamp VIS Portal Price Form. Vendor must offer only one price for each product listed. The price to the DIR Customer shall include all shipping and handling fees. **If you do not offer the product listed in tab 2 Price Sheet, do not enter it into the BidStamp VIS Portal Price Form. If you do offer the product listed in tab 2 Price sheet, enter it into the BidStamp VIS Portal Price Form.** You will not be penalized if you do not offer a particular product and it will not affect Vendor's scoring/rating.
 - MPS Category: For instance, if you do not offer a copier line that falls within the M1 Volume Band (1 – 30 Pages per Minute [PPM]) then you should not enter it into the BidStamp VIS Portal Price Form. If you do offer six M1 Volume Band products/copiers, there are separate rows on the Pricing Sheet for **"lowest"** and **"highest"**. Of the six M1 Volume bands that you offer, list the lowest-priced product and the highest-priced product/copier in the M1 Volume Band of the BidStamp VIS Portal Price Form.

- Tab 2 – BidStamp Pricing Sheet (tab 2) has sections titled:
 - Managed Print Services, Network Devices, Non-Network Devices [scanners, plotters, facsimiles, etc.] (**MPS**)
 - Document Imaging (**DIS**)
 - Enterprise Content Management (**ECM**)

NOTE: For BidStamp VIS Portal Price Form, it is very IMPORTANT that for each applicable category only enter "**MPS**", "**DIS**" or "**ECM**" in the **BRAND** Column.

- For BidStamp ENTRY: It is IMPORTANT to know if the following fields are left blank or not populated an ERROR will occur:
 - BRAND
 - Product Number/SKU
 - MSRP
 - Discount % off MSRP
 - Manufacturer or Reseller

- The **Third tab** (titled **3 - Entire Product Offering MPS**) provides several examples under each category:
 - Managed Print Services, Network Devices, Non-Network Devices
 - Service Level Agreement "SLA Project/SOW"
 - Related Services
 - Accessories
 - Miscellaneous/Other
- The **Fourth tab** (titled **4 - Entire Product Offering DIS**) provides several examples under each category:
 - Document Imaging
 - Miscellaneous/Other
- The **Fifth tab** (titled **5 - Entire Product Offering ECM**) provides several examples under each category:
 - Enterprise Content Management
 - Related Services
 - Miscellaneous/Other

Vendors must submit their complete catalog of products with specific pricing in the format outlined on **third tab, fourth tab and fifth tab** titled **3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM**. This Microsoft Excel™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide all products and pricing that are offered in their response. Vendor should not delete any tabs or delete any columns. **If a product or service is not listed in tabs 3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

- The **sixth tab** (titled **6 - Volume Discount**): DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services on the spreadsheet tabs of Bid Package 2, Pricing Index. In addition to VOLUME pricing for specific Products and/or Services, DIR encourages Vendors to propose increased discount based on total statewide aggregate contract sales for Products and Services. See Instruction tab in Bid Package 2, Pricing Index for volume pricing instructions.

DIR is not soliciting Managed Print Services (MPS), Printers, Copiers, 3D Printers, and Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services for the agency. DIR establishes statewide master contracts for use by DIR eligible customers. DIR competitively bids for information technology products and services.

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

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

3.2. Related Services

Related services are any value-added service that Vendor may perform as related to the products proposed in Section 3.1. Related services include but are not limited to: product installation, maintenance and technical support, project management, managed services and product training and Managed Print Services. Any Vendor offering product Services must submit a description of those services and the related pricing in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) of the spreadsheet in the Automated Pricing Form in the BidStamp VIS in the (MS Excel®) format provided in the Pricing Sheet attachment. **If a product or service is not listed on Tab 3 - Entire Product Offering-MPS, Tab 4 - Entire Product Offering-DIS or Tab 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

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

3.3. Emerging Technologies

DIR recognizes that technology is ever-evolving and advancing. DIR reserves the right to consider the addition of emerging technology such as next generation, enhancements and upgrades for products or services that are within the scope of DIR-TSO-TMP-419. Vendor may propose such products and related services throughout the term of the contract. In order to meet the needs of DIR customers, DIR may request the addition of products and services within scope of DIR-TSO-TMP-419 by augmenting the original solicitation through a competitive bidding process. Pricing and terms will be negotiated upon DIR agreement. Any determination will be at DIR's sole discretion and any decision will be final.

3.4. Threshold and SOW Requirements

State Agency Customers (not including institutions of higher education), must adhere to the requirements of Senate Bill 533 (85R) relating to DIR Cooperative Contracts. Senate Bill 533 (SB533) requires state agencies to adhere to the following purchasing thresholds:

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

Contract Value	Number of DIR Vendors
\$50,000 or less	May award directly to DIR Vendor of choice
\$50,000.01 to \$1,000,000.00	Three (or all DIR Vendors in a category with less than three vendors)
\$1,000,000.01 to \$5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than \$5,000,000.01	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

In addition, TGC Section 2157.0685 requires that state agencies procuring more than \$50,000

worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

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

3.5. Electronic and Information Resources (EIR) Accessibility

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

Accordingly, **all Vendors must submit completed VPAT form (Bid Package 9) or links to completed VPATs located on manufacturer websites for each proposed product or product family prior to an award for the proposed product or product family.** Instructions on how to complete a VPAT® can be found on [DIR's website](#).

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

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

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

In addition to the VPAT requirement, vendors **must** complete the **Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment**. (Bid Package 10)

3.6. Form of Contract

3.6.1 Sample Contract and Terms Negotiation

Negotiation: The final terms and conditions of any contract awarded as a result of this RFO shall be agreed upon during negotiation. However, the minimum standard terms and conditions that shall be included in any awarded contract are contained in the **sample Contract for Products and Related Services** attached as "Bid Package 3" and the *Standard Terms and Conditions for Products and Related Services Contracts* attached as "Bid Package 4" to the posting for this RFO, requisition number DIR-TSO-TMP-419, on the Electronic State Business Daily, <http://www.txsmartbuy.com/sp>

3.6.2 Proposed Changes and Exceptions

Caution: Vendors' Responses may be disqualified if their exceptions are excessive, or if they except to non-negotiable terms, as described below. Item 11 of Exhibit A contains the format for Vendor to note any exception to any provision, term, or condition specified in the *Contract for Products and Related Services and Standard Terms and Conditions for Products and Related Services Contracts*. Vendor should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 11 of Exhibit A. **Vendors may request exceptions to standard contract terms and conditions; however, (1) where noted, exceptions to certain terms and conditions will not be allowed. If Vendor is unable to comply with these provisions, the Vendor's response may be subject to disqualification from further consideration for this solicitation; (2) DIR in its discretion may or may not accept the Vendor's requested exceptions; and (3) material deviations (including excessive, additional, inconsistent, conflicting or alternative terms) may render the Offer non-responsive and may result in rejection of the bid.** An explanation as to why the Vendor cannot comply with the provision, term, or condition and proposed alternative language **must** be included in the response. If Vendor fails to note any exception, Vendor will not be allowed to request an exception upon award or at some later date.

DIR anticipates an initial contract term of two (2) years renewable automatically in one (1) optional two-year renewal and one (1) optional one-year renewal under the same terms and conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modifications of terms or not renew. In the event of prolonged contract negotiations DIR may in its discretion offer Vendor a shorter contract term.

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

4. General Information

4.1. Point of Contact

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

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

4.2. Contact with DIR Staff

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section 4.1 will not discuss the contents of this RFO with any Vendor or their representatives. **Failure of a Vendor and any of its representatives to observe this restriction may result in disqualification of any related response.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

4.3. Anticipated Schedule

4.3.1 RFO Schedule

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

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 A.M. – 11:00 A.M. (CT)	<i>Optional Vendor Conference</i>
January 7, 2019 2:00 P.M. (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	<i>Estimate</i> for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	Deadline for DIR to receive Vendor references
February 4, 2019 2:00 PM (CT)	Deadline for submitting responses to DIR
February 4, 2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

4.3.2 Vendor Conference

The Optional Vendor Conference will be held on the date and time specified in RFO Section 4.3.1 above at the location listed below. Please bring a copy of the RFO to the Vendor Conference, as DIR will only supply a limited amount of copies.

William P. Clements Building
300 W. 15th Street
Ground Floor, Room 103
Austin, Texas 78701

Webinar Information

A webinar will be held on the date and time specified in RFO Section 4.3.1 above.
To reserve a webinar seat, register at:

<https://attendee.gotowebinar.com/register/2982423486435590147>

After registering, you will receive a confirmation email containing information about joining the Webinar.

DIR will provide conference and webinar attendees with an opportunity to submit written questions at the conference. All questions submitted at the conference must reference the appropriate RFO page and section number. Although DIR may provide tentative verbal responses to questions at the conference, responses are not official until they are posted as an addendum to this RFO on the Electronic State Business Daily, <http://www.txsmartbuy.com/sp>. DIR reserves the right to amend answers prior to the offer submission deadline.

Any addenda and/or amendment to this procurement solicitation will be posted as an addendum on the Electronic State Business Daily. It is the responsibility of interested parties to periodically check the ESDB for updates to the procurement during the time period that the solicitation is Open per the RFO Schedule in 4.3.1. Respondent's failure to periodically check the ESDB will in no way release the selected Vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFO.

4.3.3 Written Questions and Official Answers

Vendors shall submit all questions regarding this RFO through the BidStamp VIS. **Questions regarding this RFO will be accepted until the date and time specified above in Section 4.3.1, RFO Schedule.** Note: Texas observes Daylight Savings Time. Official answers will be posted as an addendum to this RFO, requisition number DIR-TSO-TMP-419 on the Electronic State Business Daily (ESBD), <http://www.txsmartbuy.com/sp>. DIR reserves the right to amend answers prior to the offer submission deadline.

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

4.4. Historically Underutilized Businesses

The purpose of the Historically Underutilized Business (HUB) Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. Each state agency must make a good faith effort to meet or exceed the goals identified below and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year in accordance with the following procurement goals/percentages:

1. 11.2% for heavy construction other than building contracts;
2. 21.1% for all building construction, including general contractors and operative builders' contracts;
3. 32.9% for all special trade construction contracts;
4. 23.7% for professional services contracts;
5. 26.0% for all other services contracts;
6. 21.1% for commodities contracts.

It is the policy of DIR to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161.252(b), and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), 34 TAC, Chapter 20.

HUBs are strongly urged to respond to this RFO. Under Texas law, state agencies are required to make a good faith effort to assist HUBs in receiving certain percentages of the total value of contract awards. Vendors who meet the qualifications are strongly encouraged to apply for certification as HUBs.

4.4.1 HUB Subcontracting Plan

DIR has determined that subcontracting is probable under any contract awarded as a result of this RFO. **The HUB Goal for this RFO is 21.1%. ALL VENDORS RESPONDING TO THIS RFO, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBS. THE HSP MUST BE INCLUDED AS PART OF THE RESPONSE TO THIS RFO. FAILURE TO COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.** The State's Policy on Utilization of Historically Underutilized Businesses and HSP forms are available in the BidStamp VIS. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond. Note that Vendors must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to the Vendor for more than five years. If the Vendor does not plan to subcontract, Vendor must state that fact in their plan. An original, signed paper copy of the HSP must be uploaded into BidStamp. The completed plan shall become a part of the contract that may be awarded as a result of this RFO.

4.4.2 HUB Continuing Performance

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

4.4.3 HUB Resources Available

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

4.5. Vendor Qualifications

4.5.1 Authorized Vendors

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

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

4.5.2 Federal Requirements

- 1) State agencies are prohibited from doing business with terrorists and terrorist organizations. Any Vendor listed in the prohibited Vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control (Terrorism List) shall not be awarded a Contract as a result of this RFO. Any Vendor awarded a Contract as a result of this RFO must agree that if at any time during the term of the contract the Vendor is listed on the Terrorism List, the Vendor shall promptly notify DIR. As part of DIR's contract management, periodic checks will be performed to ensure any Vendor awarded a contract as a result of the RFO remains in compliance with these Federal Requirements. DIR shall have the absolute right to terminate the contract without recourse in the event Vendor becomes listed on the Terrorism List.
- 2) Should any Vendor or its principals awarded a Contract as a result of this RFO become suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, the Vendor's contract will be terminated without recourse.
- 3) Vendor shall comply with the requirements of the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996

("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of the 1996 Act who will perform any labor or services under this Contract.

4.5.3 Vendor Performance and Debarment

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

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

4.5.4 Required Vendor and Subcontractor Current and Former State Employee Disclosures

Vendor shall disclose, for itself and on behalf of all of its Subcontractors, in its response to Section 12 of Exhibit A to the RFO, all of the following:

- 1) Any current or former employees of Vendor who will spend 20% or more of their time on a contract resulting from this RFO and are current or former employees of DIR within the past five (5) years;
- 2) Any proposed Vendor personnel assigned to work directly on any Contract to arise from this RFO 20% or more of their time who are related within two degrees of consanguinity of any current or former employees of DIR. Disclosure of former state employees may be limited to the last five (5) years; and
- 3) Vendor will certify that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Vendor will complete the following information in order for the response to be evaluated: Name of Former Executive, Name of State Agency, Date of Separation for State Agency, Position with Vendor, and Date of Employment with Vendor.

4.6. Response Deadline and Submission Requirements

Vendors are invited to submit responses in accordance with the requirements outlined in this document. Responses must be received by DIR on or before **the solicitation response due date listed in section 4.3.1. No late responses will be reviewed.** No facsimile or e-mail responses shall be accepted. No physical written responses will be accepted unless pre-approved and authorized by DIR in accordance with section 2.1 of this solicitation.

4.6.1 Official Timepiece

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

4.7. Response Format and Contents

Per section 2.1 of this solicitation, any Vendor responding to this RFO must submit their response through the BidStamp VIS unless granted an accommodation by DIR by the appropriate deadline.

4.7.1 Mandatory Response Contents

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

1) Vendor Information – Exhibit A of this RFO

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

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

Vendors Response should offer information to support its capability to provide the products and services requested in this RFO.

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

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

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

All Vendors, **INCLUDING THOSE WITH HUB DESIGNATION AND THOSE THAT DO NOT PLAN TO USE SUBCONTRACTORS**, must submit a HUB Subcontracting Plan. **The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal.** Refer to Section 4.4 for more information regarding HUB subcontracting. **Note: For the purposes of the HUB Subcontracting Plan, Order Fulfillers designated by a manufacturer or publisher to sell directly to Customers on its behalf are considered subcontractors. The signed copy of the HSP must be uploaded and submitted in the BidStamp VIS.**

5) Product Pricing

Vendor shall provide a detailed description and the specific pricing for any products and related services that Vendor is proposing to offer in response to this RFO **via the Automated pricing Form in the BidStamp VIS.** Vendor shall provide specific pricing for the products and related services applicable to their response. Bid Package 2 – Pricing Index will be uploaded into BidStamp VIS.

6) Signed letter(s) from the Manufacturer / Publisher, on Manufacturer/Publisher letterhead certifying that Vendor is an authorized reseller of Manufacturer’s / Publisher’s products. Handwritten signature or certified digital signature (i.e. Docusign) are acceptable; typed or script font signatures are not.

7) Software License Agreements and/or Service Agreements

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

8) Policy-Driven Adoption for Accessibility – Bid Package 10

Vendor must provide the PDAA form (Bid Package 10) as requested in Section 3.5, Electronic and Information Resources (EIR) Accessibility, of this RFO.

4.7.2 References – Bid Package 8

Vendor must send the Vendor Reference Questionnaire (Bid Package 8) to three (3) companies or government agencies. Instructions are included on the questionnaire. Vendor may submit the Vendor Reference Questionnaire to companies or government agencies through the BidStamp VIS. DIR is not responsible for undeliverable e-mails or for non-responsive references. Vendor's references will be evaluated in accordance with Section 5.2.2. Include all requested information. References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation. The Vendor Reference Questionnaire form must be submitted directly from the reference to DIR. The Vendor may not submit the reference form to DIR. References may be contacted for clarification at DIR's discretion.

4.7.3 Accessibility of Electronic Response Documents – Bid Package 9

Vendor response documents should be submitted in a format that is accessible to people with disabilities. This can include, but is not limited to accessible Office, Adobe PDF, or other productivity document suite. **Vendor should not submit scanned documents.**

4.8. Rejection of Responses

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

4.9. Right to Amend or Withdraw RFO

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

Any changes or additional information regarding this RFO will be posted as an addendum to requisition number DIR-TSO-TMP-419 on the Electronic State Business Daily, <http://www.txsmartbuy.com/sp>. It is the responsibility of Vendors to monitor the web site for addenda. Vendor's failure to periodically check the ESBD will in no way release the vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFO Pre-agreement Costs.

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

4.10. Ownership of Responses

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

4.11. Public Information

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

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

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

5. Evaluation, Negotiations, and Award

5.1. Evaluation of Responses

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

5.2. Evaluation Criteria

5.2.1 Pass/Fail Criteria

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

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

5.2.2 Weighted Evaluation Criteria

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

- 45% - Pricing
- 30% - Vendor History and Experience and References in providing the products and services requested. (Exhibit B of Bid Package 1, and Vendor References)
- 25% - Vendor's plan for supporting the Contract – Exhibit C

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

5.3. Oral Presentations, Best and Final Offer

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

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

5.4. Negotiations

At the conclusion of the evaluation, as described within Sections 5.1 through 5.3 above, DIR staff shall determine the number of Vendors with which it will start contract negotiations. In its discretion, DIR shall terminate contract negotiations when DIR determines that the best value for the State has been obtained. Then the staff will recommend award of one or more contracts to DIR Executive Management.

5.5. Award of Contract

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

All responses and working papers pursuant to this RFO are not subject to disclosure under the Public Information Act until all contracts resulting from this RFO have been executed.

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

5.6. Vendor Protest Procedures

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

END OF RFO

Texas Department of Information Resources

**Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and
Facsimile Equipment and Related Services; Document Imaging Services/Solutions;
Enterprise Content Management Products, Software and Services**

**Request for Offer DIR-TSO-TMP-419
Bid Package 1 Exhibit A
Vendor Information**

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

1) Company Name: _____

2); Comptroller of Public Accounts Vendor Identification Number: _____

3) Principal place of business

Address:

City:

State:

Zip Code:

4) Facility responsible for servicing the contract

Address:

City:

State:

Zip Code:

5) Contact Person regarding Vendor's response to the RFO

Name:

Address:

City, State, Zip:

Phone Number:

Fax:

Email:

6) Contact Person responsible for contract negotiation

Name:

Address:

City, State, Zip:

Phone Number:

Fax:

Email:

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

Name:

Title:

Address:

Phone Number:

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Fax:
Email:

8) Indicate whether or not your company is a certified Historically Underutilized Business (HUB) with the State of Texas by the CPA.
_____ Yes _____ No

9) Provide the year in which your company was created/incorporated.

10) Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies. Instructions are included in Bid Package 5. DIR is not responsible for undeliverable e-mails or for non-responsive references. If DIR does not receive a vendor reference, Vendor will receive a score of "0" for that reference. Include all requested information. References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation. The Vendor Reference Questionnaire form must be submitted directly from the reference to DIR. The Vendor may not submit the reference form to DIR. Should this occur, the reference will be scored with a zero (0).

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

Section	Section Title	Explanation of Exception	Proposed Language (redline)

12) Vendor and Subcontractor Conflict of Interest Disclosure
List below all current or former employees of Vendor and/or proposed Vendor personnel with conflict of interests as follows:

1) Any current or former employees of Vendor who will spend 20% or more of their time on a contract resulting from this RFO and are current or former employees of the State of Texas within the past five (5) years; and

2) Any proposed Vendor personnel assigned to work directly on any Contract to arise from this RFO 20% or more of their time who are related within two degrees of consanguinity of any current or former employees of the State of Texas. Disclosure of former state employees may be limited to the last five (5) years.