



Texas Department of Information Resources

## **Department of Information Resources**

### **Request for Offer**

**DIR-CPO-TMP-596**

**Geographic Information Systems (GIS) & Digital Land Surveying  
Products and Services**

**Issued: May 7, 2025**


**Responses Due: June 17, 2025 2:00pm (CT)**

| <b>Class</b>  | <b>Item(s)</b>  |
|---------------|---|
| <b>035-96</b> | *Unmanned Aerial Vehicles (UAV), Drones   |
| <b>206-54</b> | *Geographic Information Systems (GIS)   |
| <b>206-56</b> | *Imaging Systems, Server and Main Frame Computer (Incl. Digital Imaging Network and Technology)                             |
| <b>208-15</b> | *Aviation Software, Flight Control, Ground Support, Testing, etc. Microcomputer   |
| <b>208-82</b> | *Scientific, Statistical, Engineering, Mathematical, and Mapping Software, Including Photogrammetry, Microcomputer          |
| <b>208-30</b> | *Computer Aided Design (CAD) and Vectorization Software, Microcomputer  |
| <b>208-85</b> | *Surveying Systems Software, Microcomputer  |
| <b>209-31</b> | *Computer Aided Design (CAD) Software, Mainframes and Servers   |
| <b>209-49</b> | *Geographic Information System (GIS) Software, Mainframes and Servers   |
| <b>209-82</b> | *Scientific, Statistical, Engineering, Mathematical, and Mapping Software, Including Photogrammetry, Mainframes and Servers |
| <b>209-86</b> | *Surveying and Geographical Information Systems (GIS) Software, Mainframes and Servers                                      |
| <b>305-59</b> | *Maps, Engineer and Topographical   |
| <b>305-60</b> | *Measuring Equipment: Chains, Maps, Optical Tapes, Tapes, Wheels, etc., Including Photogrammetry and Laser Equipment        |
| <b>305-80</b> | *Surveying Systems, GPS   |
| <b>600-15</b> | *Calculators, Electronic, Display and Printing Type, Programmable   |
| <b>726-51</b> | Global Positioning Systems, Satellite, Global Information Systems, Including GPS Receivers and Transmitters                 |
| <b>726-54</b> | Ground Stations, Satellite: Transmit/Receive and Receive Only, Including Antennas   |
| <b>905-04</b> | *Aerial Photogrammetry Services   |
| <b>905-05</b> | *Aerial Photography and Videography Services, Including Drones  |
| <b>905-10</b> | *Aerial Surveys and Mapping Services  |
| <b>905-28</b> | *Aviation Analytical Studies Services, Including Surveys (See 918-12 for Consulting)  |
| <b>920-33</b> | *Mapping and Geographical Information Systems (GIS) Services, Digitized, Cartography  |
| <b>961-64</b> | *Satellite Global Positioning System Information Services (GPS), Including Surveying Services                               |

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## 1. INTRODUCTION

### 1.1. Purpose

- A. The Texas Department of Information Resources (DIR) invites interested parties that meet the qualifications of this Request for Offer (RFO) to submit offers regarding their capability to provide Geographic Information Systems (GIS) & Digital Land Surveying Products and Services to Eligible Customers, acting by and through DIR (the submitting parties "Respondents" and the submissions "Responses").
- B. As a result of this RFO, DIR expects to receive and evaluate Responses and select one (1) or more qualified Respondents with whom to enter into negotiations and award a Master Cooperative Contract (each such Respondent a "Successful Respondent"). 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. Master Cooperative Contracts are 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 Master Cooperative Contracts as determined by the competitive breaks created through evaluation of Responses.
- D. Capitalized terms used but not defined in this RFO have the meanings given to them in the Sample Master Cooperative Contract, attached as Attachment 1, or Appendix A, Standard Terms and Conditions, attached as Attachment 2.

### 1.2. Statutory Authority

- A. DIR has authority to complete the objectives of this procurement in accordance with Chapters 2054 and 2157, specifically Subchapter B, of the Texas Government Code.
- B. This RFO is **not** a solicitation for professional or consulting services as defined in Chapter 2254, Texas Government Code.

### 1.3. DIR Vision and Desired Outcomes

#### 1.3.1 DIR Background

DIR is responsible for strategic planning and coordination of the State's Information Technology (IT) environment. DIR delivers the strategic thinking, purchasing power, and policy insights necessary to ensure organizations across all levels of state and local government can find, procure, and securely implement innovative technology. With a view into how every other state agency uses technology, DIR helps the Texas legislature craft smart, statewide IT policy.

#### 1.3.2 Cooperative Contracts Program Overview

- A. Through its Cooperative Contracts Program, DIR assists state agencies, local governments, and other eligible entities (collectively, Eligible Customers) with cost-

effective acquisition of their information resources by negotiating, managing, and administering contracts with information technology providers. Eligible 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 legislature or a legislative agency; the supreme court, the court of criminal appeals, or a court of appeals; a public hospital, including a hospital district or hospital authority; an independent organization certified under Section 39.151, Utilities Code, for the ERCOT power region; the Texas Permanent School Fund Corporation; an assistance organization, as defined by Section 2175.001, Government Code; an open-enrollment charter school, as defined by Section 5.001, Education Code; a public safety entity, as defined by 47 U.S.C. Section 1401; a private school, as defined by Section 5.001, Education Code; a private or independent institution of higher education, as defined by Section 61.003, Education Code; a volunteer fire department, as defined by Section 152.001, Tax Code; a governmental entity of another state; another state agency, a political subdivision of this state, a governmental entity of another state, or an assistance organization as defined by Section 2175.001.

- B. Through the Cooperative Contracts Program, DIR combines the buying power of Eligible Customers to obtain volume-discounted pricing for selected technology products and services. The Cooperative Contracts Program also makes it easier for Customers to acquire these products and services, by placing orders with and issuing payments directly to the Successful Respondents awarded a Master Cooperative Contract. Customers contact the Successful Respondent for pricing information, negotiate their own Additional Agreements, if any, and send their Purchase Agreements and payments directly to the Successful Respondent, not to DIR. Additional information regarding the Cooperative Contracts Program is located on DIR's website at <http://dir.texas.gov/View-About-DIR/Pages/Content.aspx?id=41>.
- C. DIR is not soliciting Geographic Information Systems (GIS) & Digital Land Surveying Products and Services for its own use. DIR competitively solicits bids for information technology products and services and establishes Master Cooperative Contracts for use by Eligible Customers. Therefore, Master Cooperative Contracts have a value of \$0.
- D. Customers must identify their own needs, then contact a Successful Respondent and obtain a price quote. Based on their needs, Customers may submit a Statement of Work when requesting a quote. Each Customer makes the best value determination and enters into a Purchase Agreement with the Successful Respondent.

### **1.3.3 Commodity Item Requirements**

- A. Texas Government Code, Section 2157.068, requires State agencies to buy commodity

items, as detailed below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.

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

#### **1.3.4 Cost Recovery**

DIR recovers the costs of negotiating, executing, and administering the Cooperative Contracts Program through an administrative fee. DIR is authorized to charge a reasonable administrative fee, not to exceed two percent (2%) to all Customers per Section 2157.068(d) of the Texas Government Code. For the purposes of responding to this RFO, the administrative fee is seventy-five hundredths of a percent (0.75%). DIR reserves the right to change the administrative fee at any time during a Master Cooperative Contract term. DIR will notify Successful Respondents of any change in the administrative fee. The administrative fee must be included in the Successful Respondent's price to the Customer and paid to DIR by the Successful Respondent.

#### **1.3.5 DIR Cooperative Contracts Program Historical Sales**

Contracts negotiated and managed through the Cooperative Contracts Program resulted in over \$9.7 billion in Customer purchases for the past three (3) fiscal years combined. Information contained within the table below shows the total purchases for the past three (3) fiscal years by Customer segment. These purchases represent contracts that are hardware, software, and services related. The State's fiscal year runs September 1<sup>st</sup> through August 31<sup>st</sup>.

**Table 1: DIR Cooperative Contracts Historical Sales**

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

Source: DIR Data Warehouse

### 1.3.6 Current Contracts

DIR currently has multiple contracts to provide Geographic Information Systems (GIS) & Digital Land Surveying Products and Services. Table 2 Geographic Information Systems (GIS) & Digital Land Surveying Products and Services Sales Volume by DIR Fiscal Year shows the total sales volume sold through the Geographic Information Systems (GIS) & Digital Land Surveying Products and Services contracts for fiscal years 2022, 2023, and 2024.

**Table 2: Geographic Information Systems (GIS) & Digital Land Surveying Products and Services - Sales Volume by DIR Fiscal Year**

| FY 2021 Sales | FY 2022 Sales | FY 2023 Sales | FY 2024 Sales |
|---------------|---------------|---------------|---------------|
| \$3,265,015   | \$8,757,940   | \$11,824,733  | \$27,874,090  |

Source: DIR Data Warehouse

## 2. SCOPE

### 2.1. Background


**2.1.1** Geospatial Information Systems (GIS) and Digital Land Surveying, the technology used to capture, manage, analyze and map geospatial and other data, plays a vital role for Texas state agencies and other DIR Customers. It provides actionable insights through visualizations and the integration of diverse datasets. It assists the management of infrastructure and natural resources while enhancing citizen engagement by allowing the public access to real-time data on important issues that relate to anything from service outages to epidemics. And along with urban planning, it is critical to the core governmental functions of emergency management, environmental monitoring, and public safety.

**2.1.2** For example, the Texas Water Development Board maps the state's aquifers, rivers, river basins, and reservoirs. The Texas Department of Transportation maintains datasets for traffic, roadways, and major facilities, such as airports and seaports. The Texas General

Land Office keeps location data on the state's various natural and cultural resources. The Texas Commission on Environmental Quality provides mapping and analysis on groundwater contamination, air and water quality, and hazardous waste facilities. And, The Texas Department of State Health Services provides geographic context on the spread of disease and availability of health care.

- 2.1.3** The scope of this solicitation includes numerous emerging technologies that have resulted from recent developments in cloud-based GIS, edge computing, sensors, Artificial Intelligence, and Machine Learning. These recent developments have led to sophisticated and data-rich visualizations of hyper-realistic virtual models of natural and manufactured objects, also known as Digital Twins, and other 3D representations based not only on historical data, but also real-time and even predictive. The Digital Land Surveying marketplace has also experienced great strides in emerging technologies with recent developments in the Global Navigation Satellite System (GNSS), automation, robotics, and various visualization technologies, such as Augmented and Virtual Reality, that enhance planning and decision-making capabilities.
- 2.1.4** As GIS and Digital Land Surveying transition away from traditional methods to more modern ones, the industry is seeing an increasing convergence with the field of data science and advanced data analytic tools and techniques. DIR seeks to establish contracts with Respondents that have GIS Data Science capabilities in leveraging Machine Learning and Artificial Intelligence with large volumes of geographic information for highly complex analysis.
- 2.1.5** While Respondents may submit an offer based on any one or combination of technologies that is within the solicitation's scope, DIR is also interested in establishing contracts with Respondents that have the history and capacity to provide a comprehensive approach in guiding customers through the array of possible solutions, along with providing expertise in GIS system planning, development, deployment, governance, maintenance, and continuous improvement.

## **2.2. Overview**

- 2.2.1** DIR intends to contract with Successful Respondent(s) to provide Geospatial Information Systems (GIS) and Digital Land Surveying, including the products and services below.
- 2.2.2** It is the responsibility of the Respondent to ensure that their products and services proposed are within the scope of this RFO.
- 2.2.3**  At the discretion of DIR, the scope of this RFO may be modified by an Addendum. It is the responsibility of the Respondent to monitor ESBID for Addendum updates and to make any necessary adjustments to its response accordingly.

**2.2.4** Respondents are encouraged to bid any or all or any combination of the GIS and Digital Land Surveying Products and Services described below, including but not limited to:

### **2.3. GIS Hardware: Reality Capture & Processing Devices**

- A. 3D Laser scanners
- B. GIS data collectors, including Global Navigation Satellite System (GNSS) enabled units running GIS software
  - 1. Water based vehicle mounted
  - 2. Unmanned Aircraft Systems (UAS)/Drones
  - 3. Tablets
  - 4. Smart Antennas
  - 5. Receivers
  - 6. Pole cameras
  - 7. Mobile GIS devices
  - 8. Land vehicle mounted
  - 9. Imaging Devices
  - 10. Handhelds
  - 11. Controllers
- C. Real-time kinematic and post-process kinematic global positioning systems and sensors (RTK-GPS) for positional data collection
- D. Subsurface scanners
- E. Accuracy devices
- F. Antennas
- G. Asset Data Capture & Inspection
- H. Automatic Digital Systems (Digital Levels)
- I. Cable and pipe locators
- J. GNSS devices
- K. Mobile
- L. Base station
- M. Laser scanners

- N. Remote Sensing
- O. Autonomous data collection systems
- P. Edge computing devices
- Q. Electro-Optical sensors
- R. Geophysical data collection and analysis
- S. SLAM (Simultaneous Localization and Mapping)
- T. Real-time data collection devices
- U. Synthetic Aperture Radar (SAR)
- V. Sensor devices, including but not limited to:
  - 1. Time domain electromagnetic
  - 2. Thermal
  - 3. Radiometric
  - 4. Radar
  - 5. Optical (RGB, CIR imagery)
  - 6. Multispectral
  - 7. Magnetic
  - 8. Lidar
  - 9. Hyperspectral

#### **2.4. GIS Hardware: Visualization**

- A. GIS specialized displays and monitors
- B. Immersive technologies
  - 1. Virtual reality (VR)
  - 2. Augmented reality (AR)
- C. Mobile Mapping Devices

#### **2.5. GIS Software: Data Processing, Management, & Analysis**

- A. Cloud applications
- B. Crowdsourced and citizen-driven GIS Platforms
- C. GeoBlockchain
- D. Predictive analytics software for environmental change, urban planning, or disaster

response

- E. Geospatial Artificial Intelligence (GeoAI) for:
  - 1. Spatial analysis
  - 2. Real-time GIS
  - 3. Machine Learning
  - 4. Internet of Things (IoT)
  - 5. Digital Twins
  - 6. Computer vision
  - 7. Change detection
  - 8. GIS no-code and low-code platforms
- F. Real-time geospatial data integration software
- G. Spatial Machine Learning and advanced analytics platforms
- H. Web GIS
- I. GIS Portals
- J. Indoor mapping software
- K. Automated data extraction software
- L. Cloud platforms & SaaS for GIS
- M. Indoor Mapping and Positioning Systems (IPS)
- N. Image classification software

## 2.6. GIS Software: Mapping & Visualization

- A. Graphical user interfaces (GUIs)
- B. Web GIS and mobile based applications to connect users to GIS information
- C. GNSS mapping solutions
- D. Interactive data exploration and mapping
- E. Web mapping
- F. Modeling, including but not limited to:
  - 1. 2D
  - 2. 3D
  - 3. 4D (3D + time component)

## 2.7. GIS Geospatial Products: Imagery & Models

- A. Data lakes/ spatial data repositories
- B. Address points
- C. Feature extraction and derivative data creation
  - 1. Land cover
  - 2. Vegetation Rasters and Vectors
  - 3. Utilities
  - 4. Planimetric mapping (manmade and natural features, such as roads, lakes, and buildings)
  - 5. Map overlay creation (2D, 3D, and 4D), such as property parcels, facilities, infrastructure, governmental boundaries, and corridors)
- D. Automated feature extraction using computer algorithms
- E. Geometric networks (modeling common networks and infrastructures, such as pipelines and electrical lines)
- F. Hydrographic surveying
- G. Bathymetric surveying
- H. Imagery as a service
- I. Imagery obtained using land or water-based vehicles
- J. Oblique Imagery, Historical Imagery and Maps
- K. Print-ready outputs/ map exports
- L. Topological, hydrological and cartographic modeling
- M. UAV/Drones-Aerial Imaging
- N. 3D meshes
- O. Hyperspectral imagery
- P. Multispectral imagery
- Q. Optical imagery (e.g., visible, near-infrared)
- R. Photogrammetry
- S. Thermal imagery
- T. Lidar, including but not limited to:

1. Terrain Modeling
  2. Specialized Mapping
  3. Point Cloud Processing
  4. Outdoors
  5. Indoors
  6. 4D (3D + time component)
  7. 3D
  8. 2D
- U. Lidar- Digital Elevation Models, including but not limited to:
1. Digital Terrain Model (DTM)
  2. Digital Surface Model (DSM)
- V. Orthoimagery, including but not limited to:
1. Unmanned Aircraft Systems (UAS)/Drones
  2. Manned aerial platform
  3. Acquisition and Processing
- W. Satellite Imagery, including but not limited to:
1. Tasking
  2. Archive
  3. Synthetic Aperture Radar (SAR)
  4. Radar Satellite
  5. Panchromatic
  6. Multispectral
  7. Lidar
  8. Thermal Infrared
  9. Interferometric SAR (InSAR)

## **2.8. GIS Geospatial Products: Geospatial Intelligence & Datasets**

- A. Change detection
- B. Direct-downlink and delivery services
  1. Ground to mobile ground terminals
  2. Direct to cell phones, ships and aircraft

3. Direct access service
4. Field data collection
5. Georeferenced spatial datasets
6. Georeferencing
- C. Other sensor data, including but not limited to:
  1. Synthetic aperture radar
  2. Sonar
  3. Other emerging sensor technologies
  4. Hyperspectral
  5. Gravity field
  6. Geomagnetic field
  7. Electro-optical
- D. Spatial Datasets
  1. Vector data
  2. Raster data
- E. Visibility Analysis
- F. Web mapping services
- G. Digital Twins (hyper-realistic and interactive models for cities, infrastructure, environment, and other)
- H. Geospatial-as-a-Service
- I. Object detection
- J. Smart cities
- K. Spatial data analytics
- L. Spatial data infrastructure
- M. Aspatial datasets, including but not limited to:
  1. Time series
  2. Statistical
  3. Socioeconomic and demographic datasets Metadata
  4. Land parcels
  5. Governmental boundaries and public infrastructure

- 6. Address locators
- N. Terrain derivatives, including but not limited to:
  - 1. TPI
  - 2. Slope
  - 3. Roughness
  - 4. Hillshade
  - 5. Curvature
  - 6. Aspect
- O. GIS data subscriptions
- P. Cloud optimized spatial datasets
- Q. IoT-enabled geospatial data

## **2.9. GIS Services: Geospatial Analysis & Spatial Data Science**

- A. Aerial imagery Interpretation
- B. Change detection and monitoring
- C. Geostatistics
- D. GIS database management
- E. GIS managed cloud services
- F. Photogrammetry
- G. Real-time natural disaster monitoring
- H. Real-time visualization & analytics
- I. Topographic surveying
- J. Coordinate system transformation

## **2.10. GIS Services: Planning, Development, & Deployment**

- A. Artificial Intelligence and Machine Learning application development
- B. Collaboration, community, and stakeholder engagement
- C. Data needs and optimization assessment
- D. Development of web-based interfaces
- E. GIS application development
- F. GIS assessment, health check

- G. GIS training, education, and knowledge base transfer
- H. Training, education and knowledge base transfer
- I. Web base application development
- J. 3D urban city modeling
- K. Customized GIS applications
- L. Data management and governance
- M. Data validation and quality assurance services
- N. Geodesign
- O. Geomatics

## **2.11. GIS Services: Data Collection, Conversion & Integration**

- A. Building Information Modeling (BIM) and Computer-aided Design (CAD) integration
- B. Customized Developer Frameworks for GIS Integration
- C. Data conversion
  - 1. Vector and Raster
  - 2. Formatting
  - 3. ETL (Extract Transform Load)
  - 4. Data Model Conversion
  - 5. Coordinate System (Projections) transformation
  - 6. CAD and GIS
- D. Data creation (digitization)
- E. Data integration and enhancement
  - 1. Orthophoto generation
  - 2. Integration with other datasets
  - 3. Data overlays
- F. Geocoding and reverse geocoding
- G. GIS with IoT network integration
- H. IT systems and GIS integration
- I. Lidar data
  - 1. Unmanned Aircraft Systems (UAS)/Drones

- 2. Manned aerial platforms
- 3. Acquisition and Processing
- J. Multiple GIS platforms integration
- K. Data Management
- L. AI-assisted data conversion
- M. Data conversion
- N. Integration services
- O. IoT-GIS integration

## **2.12. Digital Land Surveying Products – Field Equipment & Office Use**

- A. Digital measuring equipment
- B. Surveying instruments and kits
- C. Surveying robots
- D. GNSS (Global Navigation Satellite Systems) surveying equipment and systems
- E. Digital levels
- F. GNSS devices, including but not limited to:
  - 1. Mobile
  - 2. Base stations
- G. Laser rangefinders
- H. Laser scanners
- I. Total stations
- J. Autonomous surveying systems
- K. Laser scanning and High-Definition Surveying (HDS)
- L. Mobile mappers (Survey grade version of multi-sensor vehicle mounted Reality Capture hardware)
- M. Real-Time Kinematics (RTK)
- N. Remote sensing acquisition (Land Surveying)
- O. Total survey stations, including but not limited to:
  - 1. Robotic Total Stations
  - 2. Reflectorless Total Stations

- 3. GNSS Total Stations
- 4. Conventional
- P. Boundary surveying software
- Q. Sketch verification
- R. Mobile mapping systems

### **2.13. Product Related Services**

The following services must be in support of a product within the scope of this RFO. However, product related services may be provided without the sale of an accompanying product.

- A. Installation
- B. Warranty
- C. Maintenance
- D. Support
- E. Training
- F. Subscriptions
- G. Managed Services

### **2.14. Exclusions/Out of Scope**

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

- A. Deliverables-Based Information Technology Services (DBITS).
- B. Professional or consulting services as defined in Chapter 2254 of the Texas Government Code.
- C. Products identified on the State of Texas Prohibited Software/Applications/Developers (manufacturers) list posted at:  
<https://dir.texas.gov/information-security/prohibited-technologies>
- D. Telecommunications services, including any telecommunications services offered in a contract awarded by DIR under a TEX-AN procurement.
- E. Products/Services that are not advertised in this RFO in the NIGP Commodity Codes Table on the Title page of this RFO.

### **2.15. Texas Geographic Information Office (TxGIO) Coordination Requirements**

- A. Respondents should be aware of additional requirements that will apply to State agency Customers purchasing many products and services within the scope of this RFO. Section 16.021 of the Texas Water Code established the Texas Geographic

Information Office (TxGIO) (formally known as Texas Natural Resources Information System (TNRIS)) as the centralized clearinghouse for the state's geographic data and resources. TxGIO coordinates the state's acquisitions of imagery, lidar, land cover, land parcels and address points. State agency Customers must comply with Texas Administrative Code Chapter 205 Geographic Information Standards, which outlines technical standards for state agency geographic datasets and geographic information systems users and developers. For more information on Texas Administrative Code Chapter 205, visit [https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=205&interface=VIEW\\_TAC&part=10&title=1](https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=205&interface=VIEW_TAC&part=10&title=1).

- B. For Geospatial Products (i.e. outputs of GIS hardware, software and services, such as datasets, lidar, and imagery), state agency Customers will first contact the TxGIO Strategic Mapping Program at [StratMap@twdb.texas.gov](mailto:StratMap@twdb.texas.gov) before initiating a solicitation.
- C. State agency Customers that procure a public domain dataset (Geospatial Products that do not require a license) must make the dataset available to TxGIO, which will make the datasets available to other agencies, institutions of higher education, and the public at the discretion of TxGIO.
- D. State agency customers must make all non-proprietary geographic datasets available in at least one digital format that is recognized by the most commonly used geographic information systems. This does not preclude state agency Customers from obtaining geographic datasets in other data formats. State agency Customers should consult TxGIO for guidance needed on acceptable dataset formats.

## 2.16. Pricing

- A. Respondents must comply with the requirements of this RFO as written, and price Responses 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).
- B. For the purposes of obtaining pricing and evaluating the responses to this RFO, Respondents shall price and discount any products, services, or related services submitted in response to this RFO by using **Exhibit E Pricing Sheet**.
- C. Respondents must respond as follows to the **Exhibit E Pricing Sheet** for each product, service, and related service included in the Response. Failure to respond as instructed may result in the Response being disqualified.
- D. For purposes of this RFO, there are four tabs identified below that are in **Exhibit E Pricing Sheet**. Respondents shall complete all tabs which are applicable to their Response. See Instructions Tab in **Exhibit E Pricing Sheet** for completing each tab.

1. Tab 1: Instructions
  2. Tab 2: Products
  3. Tab 3: Services and Related Services
  4. Tab 4: Volume Pricing
- E. Respondent may propose by product/service, product/service category, brand, or any group of products/services that is applicable to Respondent's pricing structure if the discount off MSRP/List Price is the same for that product/service category, or group of products/services.
- F. The Customer price shall include all shipping, handling fees, and DIR Administrative Fee.
- G. DIR encourages Respondents to offer volume pricing or discounts.

### 2.16.1 Automated Pricing Form in BidStamp Vendor Information System (VIS)

- A. In addition to submitting a completed **Exhibit E Pricing Sheet**, Respondents **must submit product pricing for all products included in a Response on DIR's Automated Pricing Form in the BidStamp VIS**. Failure to respond as instructed may result in a Response being disqualified from further evaluation. Please note **only products** should be included on this Automated Pricing Form in BidStamp VIS. Respondents should not enter services in BidStamp VIS.
- B. **Respondents must submit the discounts on the Automated Pricing Form in BidStamp VIS** by selecting the "Create Pricing Form" button.
- C. **Automated Pricing Form:** Respondents must categorize products by brand, product category, product family or other group of Respondent's choice.
- D. Respondents must offer only one discount for each proposed brand, product family, or other group. The discount must apply to all products within that brand, product family or other group.
- E. The price to the Customer shall include all shipping and handling fees.
- F. BidStamp VIS Automated Pricing fields include:
- i. **Product Category/Function:** Respondents must enter the product family or product category of the proposed brand. Example: Case Management
  - ii. **Brand Name:** Respondents must enter the brand name of the proposed products. Example: Sony. The brand name must be submitted as spelled in the general marketplace. Example: HoverCam is correct. Hover Cam is incorrect.
  - iii. **Discount off MSRP or List Price:** Respondents must provide the discount for each detailed line item and each proposed brand. Respondents proposing more than one discount for the same brand must enter the total average discount for that brand.

## 2.17. Electronic and Information Resources (EIR) Accessibility

- A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR's state agency and Institution of Higher Education Customers must procure EIR that complies with the accessibility standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the [Worldwide Web Consortium WCAG 2.1 AA](#) technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. All associated documentation must also be in an accessible format. Examples of accessible format include: properly formatted PDFs created by exporting documents instead of creating a jpeg file; alt text for images; keyboard-only navigation; color contrast; compatible with zoom magnification; graphics include labels and do not rely solely on color.
- B. Accordingly, all Respondents must provide accessibility documentation (when applicable) in an accessible format:
  1. For each commercial product (also referred to as commercial off the shelf or COTS), and service products such as Software as a Service (SaaS), Platform as a Service (PaaS), and any other managed services that include a user interface, a completed Accessibility Conformance Report (ACR) or the specific URL to view the ACR online. See **Section 2.17.1** for detailed requirements.
  2. For non-product offerings (such as IT related development services, services that include user interfaces, managed services, online components, etc.), a Vendor Accessibility Development Services Information Request (VADSIR), which documents Respondent's capability or ability to produce or customize accessible applications and websites. See **Section 2.17.2** for detailed requirements. Support documentation and documentation as part of the final deliverable must be provided in an accessible format.
  3. The Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment. See **Section 2.17.3** for detailed requirements.
- C. Responses with missing or incomplete required accessibility documentation will receive a failing score for the EIR accessibility evaluation and may be disqualified.

### 2.17.1 ACR Submission and Review

- A. All Respondents must provide ACRs created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (version 2.4 or higher), WCAG (version 2.4 or higher or provide the specific URL to the online ACR on manufacturer(s)' websites (where available) for every product (as defined above) or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. The template is included in this RFO as **Exhibit J ACR (VPAT)**.

- B. Respondents claiming that a proposed product or family of products is exempt from accessibility requirements must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.4 or higher, specifying each exempt product or product family with a supporting statement(s) for this position.
- C. Respondents that do not already have accessibility documentation should complete the form included in the bid package or may obtain the form located here: <http://www.itic.org/public-policy/accessibility>. Resellers should obtain an ACR(s) from the manufacturer or provide the specific URL for the online ACR on the manufacturer's website.
- D. For responses with greater than 10 ACRs, DIR will review a random sample of ACRs for credibility and completeness.
- E. Respondents that submit incomplete ACRs or are unable to provide or obtain ACRs for products it manufactures or for products from manufacturers it represents, may be required to submit a letter (Accessibility Statement) stating that some or all product(s) accessibility documentation may be missing, product accessibility is untested, and an explanation of alternate accommodation.


### 2.17.2 VADSIR Submission and Review

- A. Respondents must ensure that digital accessibility standards and best practices are integrated into key phases of the project development lifecycle including but not limited to planning, design, development, functional testing, maintenance; and report accessibility status at key project checkpoints as defined by Customers.
- B. Respondents must complete a VADSIR Questionnaire, included in this RFO as **Exhibit K VADSIR Questionnaire**, to document the Respondent's capability to develop accessible products if the response includes one or more of the following offerings:
  - 1. Website development services
  - 2. Web Application Development Services
  - 3. Custom development services as part of an integrated solution
  - 4. Client-based software application development services
  - 5. Other software development services containing one or more user interfaces (end user, administrative, etc.)
- C. Support documentation and documentation as part of the final deliverable must be provided in an accessible format.
- D. VADSIRs will be evaluated by DIR for credibility and completeness.

### 2.17.3 PDAA Submission and Self-Assessment Score

- A. **All Respondents** must complete **Exhibit I PDAA Self-Assessment Questionnaire** for

responses that include technology products or services. The PDAA generates a self-assessment score which is an indicator of the Respondent's organizational accessibility maturity or how the organization has implemented accessibility best practices within its operations and business processes. The PDAA is an organizational assessment, not an assessment of products or services listed in the Response.

- B.  PDAA score will be included in the evaluation. A missing, incomplete, blank, or zero-score PDAA will receive a failing score and may be disqualified.

## 2.18. Form of Contract

### 2.18.1 Sample Master Cooperative Contract and Terms Negotiation

The required standard terms and conditions that will be included in any Master Cooperative Contract awarded as a result of this RFO are contained in the Sample Master Cooperative Contract included as **Attachment 1** and **Appendix A Standard Terms and Conditions** included as **Attachment 2**.

### 2.18.2 Requesting Exceptions

Respondent must use Exhibit A1 Exceptions Table and follow the instructions in RFO Section 3.7.3.5 to request any exception.

## 2.19. Term of Contract

DIR anticipates that the term of the Master Cooperative Contract will be an estimated two (2) years with one (1) optional two-year renewal and one (1) optional one-year renewal to be exercised by DIR at its discretion. Additionally, DIR, in its discretion, may extend the term of the Master Cooperative Contract by up to ninety (90) days under the then-current terms and conditions upon thirty (30) days written notice to the Successful Respondent.

## 3. GENERAL SOLICITATION INFORMATION

### 3.1. Point of Contact

- A. Pete Casals is the sole point of contact for this procurement. Routine correspondence may be directed to Pete Casals as follows:

 Pete Casals  
 Department of Information Resources  
 300 W. 15<sup>th</sup> Street, Suite 1300  
 Austin, Texas 78701  
 E-mail: [pete.casals@dir.texas.gov](mailto:pete.casals@dir.texas.gov)

- B. Respondents shall make no contact concerning this RFO with other DIR personnel, except as permitted by the point of contact. **Failure to comply with this requirement at any point prior to contract award may result in disqualification.** This restriction does not preclude discussions between affected parties for the purpose of conducting

business unrelated to this procurement. Contact with the DIR Historically Underutilized Business (HUB) office is allowed solely for the purpose of addressing HUB Subcontracting Plan (HSP) questions.

### 3.2. Response Integrity

- A. To ensure the integrity of the competitive process, a Respondent may not directly or indirectly communicate any of the contents of its Response to:
  1. A competitor of the Respondent; or
  2. Any other company, corporation, firm, partnership, individual, or related entities of the same parent company engaged in the same line of business as the Respondent; or
  3. A related entity of the Respondent engaged in the same line of business as the Respondent.
- B. This prohibition is in effect during the preparation of the Response and while the Response is pending with DIR, including the negotiation and finalization of any resulting Master Cooperative 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 Response, 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 Master Cooperative Contract.

### 3.3. Schedule of Events


DIR anticipates the following schedule for this RFO. DIR reserves the right to modify these dates at any time. Modifications to the schedule will be posted on the Electronic State Business Daily (ESBD) website.

**Table 3: Schedule of Events**

| Date/Time                         | Activity  |
|-----------------------------------|---|
| May 7, 2025                       | Publish RFO on Electronic State Business Daily  |
| May 27, 2025 2:00 PM (CT)         | Optional Pre-Proposal Webinar   |
| May 30, 2025 5:00 PM (CT)         | Deadline for submitting questions   |
| <b>June 17, 2025 2:00 PM (CT)</b> | <b>Deadline for DIR to receive Vendor references<br/>Deadline for submitting responses to RFO</b> |

| Date/Time                       | Activity   |
|---------------------------------|--|
| June 18, 2025 – until completed | Evaluation of responses, oral presentations (if requested), negotiations, and contract execution |

### 3.3.1 Optional Webinar

- A. DIR will hold a webinar for this procurement on the date and time specified in **Section 3.3 Schedule of Events**. It is recommended that at least one (1) Respondent representative attend this webinar.
- B. DIR will provide attendees the opportunity to submit written questions via the webinar. DIR requests that all questions submitted at the webinar reference the appropriate RFO or Exhibit page and section number.
- C. The webinar will provide overview information of the RFO and may provide preliminary answers to questions submitted prior to the question deadline as well as questions submitted via the webinar itself. Although DIR may provide tentative answers to questions on the webinar, only answers provided in writing by DIR as an Addendum to this RFO shall be considered official. Information in any form other than the materials constituting this RFO, its Exhibits, and any Addenda shall not be binding on DIR. DIR reserves the right to amend answers prior to the Response submission deadline.
- D.  The webinar will be available live via the web. **To participate in this live interactive Webinar, you must register at:**

[https://www.zoomgov.com/webinar/register/WN\\_1IWQ42ZyRWqNMcqT75f7Aw](https://www.zoomgov.com/webinar/register/WN_1IWQ42ZyRWqNMcqT75f7Aw)

### 3.3.2 Written Questions and Answers

- A. Respondents may submit all questions regarding this RFO through the BidStamp VIS. **Questions regarding this RFO will be accepted until the date and time specified above in 3.3 Schedule of Events.**
- B. Official answers will be posted as an Addendum to this RFO, on the Electronic State Business Daily (ESBD), available at <http://www.txsmartbuy.com/esbd>.
- C. By submission of a question, potential Respondents acknowledge that the applicable question will be posted with each answer; therefore, potential Respondents should not include any confidential or proprietary information in such questions. DIR will not publish the identity of any potential Respondent that submitted any particular inquiry.
- D. Wherever possible, DIR encourages Respondents to use this process to resolve any questions regarding this RFO rather than submitting assumptions or exceptions with its Response. DIR will make a good faith effort to answer all questions submitted. However, DIR may decline to provide substantive answers to questions that are vague, overly broad, or unrelated to this RFO, or may refer potential Respondents to previous answers to similar questions as appropriate.

### 3.4. Historically Underutilized Businesses

- A. The purpose of the Historically Underutilized Business (HUB) Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. Each state agency must make a good faith effort to meet or exceed the goals identified below and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year in accordance with the following procurement goals/percentages:
1. 11.2% for heavy construction other than building contracts;
  2. 21.1% for all building construction, including general contractors and operative builders' contracts;
  3. 32.9% for all special trade construction contracts;
  4. 23.7% for professional services contracts;
  5. 26.0% for all other services contracts;
  6. 21.1% for commodities contracts.
- B. It is the policy of DIR to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161.252(b), and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), 34 TAC, Chapter 20.
- C. HUBs are strongly urged to respond to this RFO. Under Texas law, state agencies are required to make a good faith effort to assist HUBs in receiving certain percentages of the total value of contract awards. Successful Respondents who meet the qualifications are strongly encouraged to apply for certification as HUBs.

#### 3.4.1 HUB Subcontracting Plan

- A. DIR has determined that subcontracting is probable under any Master Cooperative Contract awarded as a result of this RFO. **The HUB Goal for this RFO is 26%. ALL RESPONDENTS RESPONDING TO THIS RFO, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBs. THE HSP MUST BE INCLUDED AS PART OF THE RESPONSE TO THIS RFO. FAILURE TO COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.**

- B. The State's Policy on Utilization of Historically Underutilized Businesses and HSP forms are available at: <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>.
- C. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond.
- D. Respondent must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to the Successful Respondent for more than five (5) years. If the Successful Respondent does not plan to subcontract, Successful Respondent must state that fact in their plan. **A scan of the original, signed paper copy of the HSP must be uploaded into BidStamp. Please provide an unsigned copy of the editable PDF in BidStamp as well.** The completed, approved plan shall become a part of the Contract if the Respondent is selected to receive a contract as a result of this RFO.

### 3.4.2 HUB Resources Available

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

## 3.5. Successful Respondent Qualifications

Respondents to this RFO must be one (1) of the following:


- A. Manufacturer or publisher of the offered product who will sell directly to Customers through a DIR Master Cooperative Contract.
- B. Manufacturer or publisher of the offered product who will execute a DIR Master Cooperative Contract with DIR and designate one or more Designated Reseller to sell directly to Customers on its behalf. The manufacturer or publisher may also sell directly to Customers.
- C. Dealer, reseller, or service provider who will sell directly to Customers through a DIR Master Cooperative Contract.

### 3.5.1 Federal Requirements

- A. State agencies are prohibited from doing business with terrorists and terrorist organizations. Any Respondent listed in the prohibited vendor list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control ("Terrorism List") shall not be awarded a Master Cooperative Contract as a result of this RFO. Any Successful

Respondent must agree that if at any time during the term of the Master Cooperative 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 Successful Respondent remains in compliance with these federal requirements. DIR shall have the absolute right to terminate the Master Cooperative Contract without recourse in the event the Successful Respondent becomes listed on the Terrorism List.

- B. Should any Successful Respondent 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 Successful Respondent's Master Cooperative Contract may be terminated without recourse.
- C. Successful Respondents 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 a Master Cooperative Contract.

- D.  The Education Department of General Administrative Regulations (EDGAR) are the federal regulations that govern all federal grants awarded by the U.S. Department of Education on or after December 26, 2014. EDGAR encourages the use of cooperative agreements for procurement or use of common or shared goods and services in order to foster greater economy and efficiency. DIR uses an open market competitive procurement process to award contracts as required by Texas Government Code Sections 2054 and 2157. If Successful Respondent provides evidence of its EDGAR compliance that DIR, to the best of information and belief, finds to be satisfactory, then DIR may identify Successful Respondent as certifying that all or a portion of Successful Respondent's listings are EDGAR eligible, and DIR may then permit Successful Respondent to so identify all or part of its offerings on Successful Respondent's DIR website. In such cases, upon request from an Eligible Customer, Successful Respondent must complete EDGAR certification affirmation forms to satisfy such Eligible Customer's requirement. Respondents may submit a completed **Exhibit H EDGAR Certification Form** with the Response to demonstrate evidence of EDGAR compliance.

### 3.5.2 Successful Respondent Performance and Debarment

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

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

### 3.5.3 Required Respondent and Subcontractor Current and Former State Employee Disclosures

Respondent shall provide all disclosures, for itself and on behalf of all of its subcontractors, as instructed in **Exhibit A Response Certification Form**.

### 3.5.4 Letters of Authorization

Any Respondent who is not the manufacturer or publisher of a product included in its Response must supply a signed letter from the manufacturer or publisher certifying that Respondent is an authorized reseller of the manufacturers or publisher's products to Eligible Customers, and may sell such products under the terms and conditions of the DIR Contract. **Signed letters of authorization must be submitted with the Response. Failure to supply all letters of authorization may result in elimination of the related product or disqualification of the entire Response, as determined in DIR's discretion.**

### 3.6. Response Deadline and Submission Requirements

- A. Respondents are required to submit Responses in accordance with the requirements outlined in this RFO. Responses must be received by DIR on or before **the date and time specified in Section 3.3 Schedule of Events. Late Responses will be rejected.**
- B. The system clock in the BidStamp VIS is the official timepiece for determining compliance with the deadline. All responses will be date and time stamped electronically in the BidStamp VIS or, if accommodation is granted by DIR, in accordance with the instructions provided when the accommodation is approved.

### 3.7. Response Instructions

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

#### 3.7.1 BidStamp Vendor Information System (VIS) Portal

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

##### 3.7.1.1 VIS Account Request Process

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

solicitation response can be found on DIR's [Information for Vendors](#) webpage.

### 3.7.1.2 Solicitation Response Requirement

- A. **Any Respondent to this RFO must submit their Response through the BidStamp VIS unless other arrangements are approved by DIR in advance of the RFO due date and time.** Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in **Section 3.1 Point of Contact**. Please allow at least five (5) Business Days for response.
- B. Respondents shall follow the specific naming conventions detailed in this RFO. For electronic files, the Respondent must use a three-letter identifier preceding each named file (e.g., Big Service Company, Inc., "BSC"). This three-letter identifier shall replace the "ABC" referenced in the file names below. **All files submitted by the Respondent should use the same three-letter identifier.**
- C. Non-submission of any of the requested information may disqualify the Respondent's Response from further consideration by DIR.

### 3.7.2 No Marketing Materials Desired

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

### 3.7.3 Response Documents

#### 3.7.3.1 Response Certification Form

- A. Respondent shall complete and sign **Exhibit A Response Certification Form** of this RFO document. **Exhibit A Response Certification Form** must be completed and signed.
- B. Failure to sign **Exhibit A Response Certification Form** will result in the disqualification of the Response.

#### 3.7.3.2 Exhibit B Respondent History and Experience

- A. Respondent shall complete **Exhibit B Respondent History and Experience**, providing information regarding its past relevant experience.
- B. Respondent shall not refer to information provided elsewhere in the Response or reference website links.
- C. Respondent may expand sections of **Exhibit B Respondent History and Experience** to answer questions, but may not create a different document for submission.

### 3.7.3.3 Exhibit C Customer Marketing and Support Plan

- A. Respondent shall complete **Exhibit C Contract Marketing and Customer Support Plan**, providing information regarding its past relevant experience.
- B. Respondent shall not refer to information provided elsewhere in the RFO Response or reference website links.
- C. Respondent may expand sections of **Exhibit C Contract Marketing and Customer Support Plan** to answer questions, but may not create a different document for submission.

### 3.7.3.4 Exhibit F Respondent References

- A. Respondent must complete the top portion of and send **Exhibit F Reference Form** to a minimum of three (3) entities who are willing and able to provide comments on the Respondent's ability to provide the products and services offered in the Response. References must comment on work performed by the Respondent in the past five (5) years. Additional instructions are included in **Exhibit F Reference Form**. DIR will only consider the first three (3) references received.
- B. DIR is not responsible for undeliverable e-mails or for non-responsive references. Respondent's references will be considered in accordance with **RFO Section 4.2.2 Weighted Evaluation Criteria**. References must respond directly to DIR on the form provided by the due date in order to be considered for evaluation. **Exhibit F Reference Form** must be submitted by the reference directly to the point of contact listed in the Reference Form. Respondents may not submit the reference form to DIR. Completed **Exhibit F Reference Forms** submitted by the Respondent will **NOT** be considered.
- C. For each entity that an **Exhibit F Reference Form** is sent to, Respondent **shall also submit** with their response a signed RFO **Exhibit G Respondent Release of Liability**. DIR may contact References for clarification at DIR's discretion.

### 3.7.3.5 Exhibit A1 Exceptions Table – Requesting Exceptions to Requirements

- A. The required standard terms and conditions that will be included in any Master Cooperative Contract awarded as a result of this RFO are contained in the Sample Master Cooperative Contract included as **Attachment 1** and **Appendix A Standard Terms and Conditions** included as **Attachment 2**.
- B. DIR expects each Respondent to comply with the requirements of this RFO as written. Respondents are encouraged to not request exceptions to standard contract terms and conditions.
- C. However, if a Respondent cannot comply with a term of the Master Cooperative Contract and its Appendices, Respondent may take exception to such term and must propose

alternative language in the Response through the instructions outlined in this Section. Exceptions to the RFO document itself are prohibited.

1. Failure to abide by these instructions may result in DIR rejecting all exceptions submitted by the Respondent.
  2. DIR may disqualify a Respondent based on any individual exception or combination of exceptions if, in DIR's discretion, Respondent's exceptions are excessive or unlikely to be resolved to DIR's satisfaction. Exceptions will be considered by DIR in determining best value for the State.
  3. DIR, in its discretion, may or may not accept a Respondent's requested exceptions.
- D. Respondents must submit any exceptions using **Exhibit A1 Exceptions Table** and name it "Respondent Name\_xxx\_Exceptions" (where "xxx" is the Respondent entity's name. The name can be abbreviated/acronym format, but should be easily associated with the Respondent.) No other formats will be considered.

Exceptions must include:

1. Solicitation document title (Exhibit, Attachment, etc.) section number and section title;
2. Explanation as to why Respondent cannot comply with the term or condition; and
3. Proposed alternate language (redlined against the standard language).

If there are no exceptions, the Respondent shall explicitly state in **Exhibit A1 Exceptions Table** "Respondent Name\_xxx\_Exceptions" that the Respondent takes no exception to any part of this RFO.

- E. Any requested exceptions to the standard contract terms and conditions must include a legally sustainable reason for the exception; exceptions submitted without a legally sustainable reason will not be considered. Examples of nonresponsive explanations include:
1. Referencing negotiation of revised language in another DIR or 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 Respondent's own terms and conditions or alternative contractual documents.
- F. If Respondent fails to note any exception within its initial Response, the Respondent will not be allowed to request an exception later in the procurement process. No new exceptions will be considered after an initial Response has been submitted.

- G. If Respondent fails to provide proposed alternate language within its initial Response, DIR will not consider the exception.
- H. If a Respondent is unable to comply with these provisions, the Respondent's Response may be subject to disqualification from further consideration. Material deviation (including excessive, additional, inconsistent, conflicting, or alternative terms) may render the Response non-responsive and may result in rejection of the Response.
- I. DIR reserves the right to make changes to the Master Cooperative Contract and its Appendices if it is in the best interest of the State to do so. Should this occur prior to the award of any Master Cooperative Contract, any Respondent selected for negotiations will be notified.

#### 3.7.3.6 Letters of Authorization

Respondents that are not the manufacturer or publisher of the proposed products or services must submit a letter of authorization from the manufacturer or publisher. Refer to **RFO Section 3.5.4** for detailed information.

#### 3.7.3.7 Addenda to the RFO


Respondents are encouraged to acknowledge receipt of all Addenda to this RFO by providing a completed and signed copy of each addendum with their Response, as instructed in the addendum. Respondents will be held to all terms and requirements of each Addendum regardless of the provision of a signed copy of the Addendum. Respondents will also be held to all terms and requirements of any Addenda issued after their submission of a Response to this RFO.

### 3.7.4 Response Files

The following table summarizes the files to be loaded into the BidStamp VIS in order to be considered a complete Response, with the corresponding file names.

**Table 4: Response Files**

*(ABC=company's name abbreviation)*

|  RFO Reference | Form of Response         |
|---|--------------------------|
| <b>Exhibit A:</b> Response Certification Form, see <b>RFO Section 3.7.3.1</b>                     | "ABC_596_Exhibit A.docx" |
| <b>Exhibit B:</b> Respondent History and Experience, see <b>RFO Section 3.7.3.2</b>               | "ABC_596_Exhibit B.docx" |
| <b>Exhibit C:</b> Contract Marketing and Customer Support Plan, see <b>RFO Section 3.7.3.3</b>    | "ABC_596_Exhibit C.docx" |
| <b>Exhibit D:</b> HUB Subcontract Plan (HSP), see <b>RFO Section 3.4.1</b>                        | "ABC_596_HSP.pdf"        |
| <b>Exhibit E:</b> Pricing Sheet, see <b>RFO Section 2.15</b>                                      | "ABC_596_Pricing.xlsx"   |

| RFO Reference   | Form of Response   |
|---|--|
| <b>Exhibit G:</b> Respondent Release of Liability, see <b>RFO Section 3.7.3.4</b>           | "ABC_596_Exhibit G.docx"   |
| <b>Exhibit H:</b> EDGAR Certification Form (if applicable), see <b>RFO Section 3.5.1(D)</b> | "ABC_596_EDGAR.docx"   |
| <b>Exhibit I:</b> PDAA Self-Assessment Questionnaire, see <b>RFO Section 2.16.3</b>         | "ABC_596_PDAA.docx"  |
| <b>Exhibit J:</b> ACR (VPAT), see <b>RFO Section 2.16.1</b>                                 | "ABC_596_ACR_Brand.docx" *include the actual "Brand" name in the document naming convention* |
| <b>Exhibit K: VADSIR (if applicable), see RFO Section 2.16.2</b>                            | "ABC_596_VADSIR.docx"  |
| <b>Exhibit A1:</b> Exceptions, see <b>RFO Section 3.7.3.5</b>                               | "ABC_596_Exceptions.docx"  |
| Letters of Authorization, see <b>RFO Section 3.5.4</b>                                      | "ABC_596_LOA_Brand.docx" *include the actual "Brand" name in the document naming convention* |
| BidStamp Pricing Entry for all products, see <b>RFO Section 3.15.1</b>                      | <b>See Pricing Instructions for Details</b>  |

### 3.8. Rejection of Responses

DIR 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.

### 3.9. 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 Master Cooperative 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.

### 3.10. Pre-agreement Costs and Responsibilities

- A. 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.

- B. 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.
- C. DIR makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFO, its Appendices, or Attachments. Each Respondent is responsible for making its own evaluation of information and data contained in this RFO and in preparing and submitting its Response.

### **3.11. Ownership of Responses**

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

### **3.12. Public Information**

- A. DIR is a government agency subject to the Texas Public Information Act. Responses submitted to DIR as a result of this RFO are subject to release as public information. Responses of Successful Respondents will be published on DIR's website after contracts are executed, and all other Responses are subject to release upon completion of the procurement or if the procurement is terminated.
- B. If a Respondent believes that its Response, or parts of its Response, may be exempted from disclosure under Texas law, Respondent must submit both a redacted and unredacted copy of its Response. In the unredacted copy, Respondent must specify page-by-page and line-by-line the parts of the Response that it believes are exempt. Respondent may not mark its complete Response "copyrighted" or mark every page as proprietary or confidential. In addition, the Respondent must specify which exceptions are applicable and provide detailed reasons substantiating the exceptions. DIR may publish or release the redacted copy of the Response without notice to or consent from Respondent.
- C. If a Respondent fails to provide redacted and unredacted copies of its Response, or fails to specifically identify information that Respondent believes to be excepted from disclosure within its Response, then Respondent waives any and all claims against DIR for the release of such information, regardless of whether DIR provided prior notice to Respondent of such release.
- D. Pursuant to Texas Government Code Section 2252.907, Respondent is required to make any information created or exchanged with the state pursuant to a Master Cooperative Contract awarded under this RFO, and not otherwise excepted from disclosure under the

Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

- E. The Office of the Texas Attorney General (OAG) has the sole authority to determine whether information is confidential and not subject to disclosure under the Public Information Act. DIR shall comply with all decisions of the OAG.
- F. DIR assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

### 3.13. News Release

Respondent-initiated news releases pertaining to this RFO shall not be made without prior written approval of DIR. A minimum of ten (10) business days written notice is required for such approval.

## 4. EVALUATIONS, NEGOTIATIONS, AND AWARD

### 4.1. Evaluation of Responses

- A. DIR will review Responses to determine responsiveness to this RFO. All determinations about responsiveness to this RFO are final.
- B. At any time during the evaluation process, DIR may ask any or all Respondents to elaborate on or clarify specific points or portions of their Response. DIR's request and Respondent's response shall be in writing.

### 4.2. Evaluation Criteria

#### 4.2.1 Pass/Fail Criteria

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

- A. Financial information is a pass/fail review based on the Respondent's financial stability as reported by Dun and Bradstreet. Respondent shall provide an accurate DUNS number on **Exhibit A Response Certification Form**. Respondent must ensure the DUNS number provided corresponds to the company address on file with Dun and Bradstreet, as well as the legal entity name and address provided by Respondent on **Exhibit A Response Certification Form**.

The Respondent must maintain evidence of financial stability in order to be awarded a Master Cooperative Contract. The Dun and Bradstreet check may be completed at additional points prior to a potential Master Cooperative Contract award to ensure the Respondent remains in compliance.

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

- C. Compliance with applicable provisions of Sections 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Texas Government Code. Respondents may fail this criterion for any of the following reasons:
  - 1. A score of less than “C” in the Vendor Performance System;
  - 2. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports; and
  - 3. Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (including but not limited to late delivery, etc.).
- D. Compliance with Texas Government Code Chapter 2054, subchapter M, 1 TAC 206, 1 TAC 213, and WC3 WCAG 2.1 AA technical standards, as applicable. Respondents may fail this selection criterion for any of the following reasons:
  - 1. Missing or incomplete ACRs for products listed on the itemized price sheet;
  - 2. Missing or incomplete VADSIR for proposed development services on the itemized price sheet or;
  - 3. Missing, incomplete, blank, or zero-score PDAA self-assessment.

#### 4.2.2 Weighted Evaluation Criteria

- A. DIR will use the following criteria and weight to be used in determining the best value for the State:
  - 1. **Pricing (Exhibit E)** - 40%
  - 2. **Exhibit B: Respondent History and Experience** – 30%
  - 3. **Exhibit C: Contract Marketing and Customer Support Plan** – 30%
- B. DIR’s evaluation of Respondent’s history and experience may include consideration of Respondent performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.115.
- C. DIR will consider exceptions as provided in **RFO Section [3.7.3.5](#)**.

#### 4.3. Negotiations

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

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

#### **4.4. Award of Master Cooperative Contract**

DIR shall make the decision to award a Master Cooperative Contract if in the best interest of DIR and the State to do so. DIR's decision on any award is final. Any award for this RFO shall be posted under requisition number RFO DIR-CPO-TMP-596 on the ESD, <http://www.txsmartbuy.com/esbd>, upon execution of a Master Cooperative Contract. All Responses and working papers pursuant to this RFO are not subject to disclosure under the Public Information Act until all Master Cooperative Contracts resulting from this RFO have been executed.

#### **4.5. Protest Procedures**

Any person who is aggrieved in connection with this RFO, evaluation, or award of a Master Cooperative Contract may formally protest to DIR in accordance with the protest procedures posted on the DIR website at:

<http://dir.texas.gov/View-Information-For-Vendors/Pages/Content.aspx?id=21>

**End of RFO**